



P.O. Box 448, Knutsford, Cheshire. WA16 1FJ

[www.kingsmeadpc.org.uk](http://www.kingsmeadpc.org.uk)  
[clerk@kingsmeadpc.org.uk](mailto:clerk@kingsmeadpc.org.uk)

# Grounds Maintenance Contract

1<sup>st</sup> April 2021 - 31<sup>st</sup> March 2024

# **Kingsmead Parish Council Grounds Maintenance Service**

## **Tender Documentation**

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### **Accompanying Documents**

**Details of Sites and Site Maps available from the Parish Council on Request**

**KINGSMEAD PARISH COUNCIL  
GROUNDS MAINTENANCE SERVICES CONTRACT**

## **1.0 INSTRUCTIONS TO TENDERERS**

### **1.1 General**

Tenderers should read these instructions carefully before submitting their responses to the Invitation to Tender (ITT).

Failure to comply with these requirements for completion and submission may result in the rejection of your tender response. Tenderers should acquaint themselves fully with the extent and nature of the requirement and contractual obligations and are deemed to have done so before submitting a tender.

### **1.2 Documentation**

The documentation consists of the following:

- Invitation to Tender Letter including confidentiality agreement
- Section 1: Instructions to Tenderers
- Section 2: Specification of Requirement
- Section 3: Terms and Conditions of Contract
- Section 4: Quality Questionnaire
- Section 5: Pricing Schedules
- Section 6: Contract variation Form
- Section 7: Tender Form
- Section 8: Certificate Bona fide tender

Kingsmead Parish Council (hereinafter referred to as “The Parish Council”) reserves the right to modify or amend the ITT documentation at any time prior to the deadline for receipt of tenders. Any such changes will be notified to the Tenderers in writing. Where the modifications or amendments are significant, The Parish Council may, at its discretion, extend the deadline for receipt of Tenders.

This Invitation to Tender and its accompanying documents and publications, and any copies made in all or part, are and shall remain the property of The Parish Council and must be returned on demand.

### **1.3 TUPE**

The Parish Council believes that the Transfer of Undertakings (Protection of Employment) Regulations (TUPE) will apply to this contract and information regarding individuals who may be entitled to transfer under TUPE is available on request from the current service provider

**This information must be taken into account while preparing your tender return.**

### **1.4 Enquiries**

Please contact the following person if you have any enquires regarding this tender:-

Kingsmead Parish Clerk, Kingsmead Parish Council, P.O. Box 448, Knutsford, Cheshire, WA16 1FJ. Email: [clerk@kingsmeadpc.org.uk](mailto:clerk@kingsmeadpc.org.uk) Tenderers should note that all enquires must be made in writing or by email and The Parish Council at their discretion reserve the right to circulate any response to all tenderers. All enquiries must be clearly marked ENQUIRY with the question and Tenderer details clearly set out.

The deadline for receiving these enquiries will be six days prior to the tender return date to allow information to be circulated in time.

Please note that Council Office is not open every day.

## **1.5 Tender Return**

The completed documents must be returned by post. The documents issued must be completed in full and enclosed in an envelope.

Each tendering firm shall be supplied with a specifically marked envelope in which the tender is to be sealed and remain sealed until the prescribed date for opening tenders for that contract. Envelopes must be requested from the Parish Clerk.

The Tenderer must not mark the outside of the envelope in any way, to ensure that their submission is unidentifiable.

**The tender must be returned no later than**

**Monday 7<sup>th</sup> December 2020 at 12:00 (12 noon)**

Any Tender received after this date and time will not be considered.

It is the responsibility of the Tenderer to ensure that the Tender Document is delivered to The Parish Council no later than the notified deadline.

The Parish Council does not accept responsibility for the premature opening or mishandling of tenders that are not submitted in accordance with the above instructions.

The Parish Council reserves the right to amend or modify the tender documents prior to the award of Contract. All Tenderers will be notified of any such amendment.

## **1.6 Un-submitted Tenders**

It must be clearly understood that this invitation must not be passed to any other organisation.

Any proposed exceptions or amendments to The Parish Council's Conditions of Contract must be submitted with the Tender, using the appropriate form in **Section 6**, and not at a later stage of the procurement process.

## **1.7 Tender Validity**

Tenders shall remain open for acceptance for a period of 90 Days from the closing date of receipt of the tender by The Parish Council

If awarded a contract, the Tenderer must comply with all the provisions contained in the tender documentation, subject only to any agreed exceptions and amendments.

The Tenderer warrants that the performance of the Contract shall be undertaken in accordance with the requirement of the Contract and any codes of practice for the industry.

## **1.8 Tender Costs**

Tenderers will not be entitled to claim from The Parish Council any costs or expenses that may be incurred in preparing their tender. This applies whether or not the tender is successful and it also applies to any additional costs that may be incurred if The Parish Council modifies or amends the tender requirements or the specification of the required goods and / or services.

Tenderers are responsible, at their own expense, for obtaining all information necessary for the preparation of their Tender. Information provided to Tenderers by The Parish Council is supplied only for general guidance in the preparation of the tender. Tenderers must satisfy themselves by their own investigations about the sufficiency of information and no responsibility is accepted by The Parish Council for any loss, damage or expense of whatever kind arising from the use by Tenderers of such information.

## **1.9 Form of Tender**

Tenders must be fully completed by duly authorised personnel. Prior knowledge of any aspect of your organisation or of your ability to meet the requirement must not be assumed and all schedules and questionnaire questions must be completed in full as applicable. The sections (and associated schedules) that require completion or a specific response are:

- Section 4: Quality Questionnaire**
- Section 5: Pricing Schedule**
- Section 6: Contract Variation Form**
- Section 7: Tender Form**
- Section 8: Certificate of Bona Fide Tender**

Tenders may not be considered if complete information is not given or if the particulars asked for in the tender documents are not supplied. Schedules should be fully completed and returned as directed. Answers must be in the tender format and in the order requested, with references to accompanying sales or technical literature kept to a minimum.

The Tender response shall be submitted in English. Any printed literature furnished by the Tenderer may be written in any other language but must be accompanied by an English translation of its relevant pages. In such a case, for the purpose of interpretation in relation to the tender, the English translation shall prevail.

## **1.10 Accuracy of Price**

Tenderers shall ensure that, before submitting a tender, all arithmetical calculations are checked for accuracy, at the same time ascertaining that forms have been completed and signed and all necessary information supplied.

## **1.11 Modification and Withdrawal**

Tenders may not be modified subsequent to the deadline for receipt, but Tenderers may modify their tender prior to the deadline for receipt by giving written notice to The Parish Council any such notice should be forwarded in a sealed envelope marked externally with the tender reference number.

Tenderers may withdraw their tenders at any time prior to accepting the notification of award by sending a notice of withdrawal to The Parish Council.

### **1.12 Confidentiality**

All information contained in this Invitation to Tender or which is communicated in further correspondence or in the course of any subsequent negotiations, is presumed to be confidential unless disclosure is statutorily required.

Tenderers should not disclose the fact they have been invited to tender and must not communicate, disclose or otherwise make available this information to any third party other than as set out below, nor use this information for any commercial or industrial purpose not connected with this tender.

The Tenderer may communicate, disclose or otherwise make available this information to an employee or a professional adviser who requires the information in connection with the preparation of the tender or to support any subsequent negotiation, provided they are bound by equivalent conditions of confidentiality.

All information provided by the tenderers will be treated as “Commercial in Confidence” by The Parish Council and (except where required in law) will not be disclosed to a third party without the written permission of Tenderers.

### **1.13 Freedom of Information Act**

The Parish Council is committed to meeting its responsibilities under the Freedom of Information Act 2000 (FOIA). All information submitted to The Parish Council may be subject to disclosure to a third party in response to a request for information under the Act. The Parish Council may also decide to include certain information in the publication scheme that we maintain under the Act.

If The Parish Council receives a request to disclose the information identified, it will consider whether the information is, in fact, exempt; consider whether the public interest in maintaining the exemption outweighs the public interest in disclosing the information (unless the information benefits from an absolute exemption); and consult with the Tenderer prior to disclosure of information whenever reasonably practicable.

The Parish Council will not be liable for any loss or damage suffered by the Tenderer, whether in contract, tort or any other way as a result of The Parish Council disclosing information in response to a request made under FOIA, if the information is not specifically considered by both The Parish Council and the Tenderer to be exempt.

The Tenderer should note that the receipt of any information marked ‘confidential’ or equivalent by The Parish Council should not be taken to mean that The Parish Council accepts any duty of confidence by virtue of that marking.

Further information on the FOIA can be obtained from the office of the Information Commissioner responsible for enforcing the Act.

### **1.14 Evaluation of Tenders**

Tender proposals will be subjected to a thorough evaluation. This may result in an award (or awards) of contract or it may produce a short-list of the most promising technical and commercial offers requiring further assessment.

The Parish Council will examine tenders for completeness and may seek clarification where necessary. Prior to detailed examination, The Parish Council will determine whether a tender substantially fulfils the conditions in the tender documents. A tender determined as not substantially fulfilling the conditions in the tender documents will be rejected.

Short-listed tenderers may be further requested to clarify their bids or provide additional information in support of their proposals.

Further assessment of short-listed tenders may include attendance at The Parish Council's premises for the purpose of clarifying aspects of a bid or may involve a visit by The Parish Council's representatives to any relevant facilities operated by the Tenderer. In each case, Tenderers will be responsible for their own costs.

The Parish Council will undertake enquiries throughout the tender process regarding fulfilment of obligations relating to payment of taxes. Tenderers demonstrating a poor revenue compliance record may be excluded from further participation in the tendering exercise.

## **1.15 Award Criteria**

The Parish Council does not bind itself to accept the lowest or any tender for the tendered goods and/or services and reserves the right to accept part of the tender unless the Tenderer expressly stipulates to the contrary.

The Parish Council will have no obligation to Tenderers arising from this tender unless and until it enters into a formal contract with the Tenderer for the provision of the goods and/or services that are subject to this Invitation to Tender.

Any contract(s) awarded will be to the Tenderer(s) whose tender, or any parts thereof, has been determined as substantially fulfilling the conditions and is the most economically advantageous.

The Council will accept the tender that it believes to provide the best value. It will take into account factors other than price and will use the information provided in this evaluation questionnaire to assess the ability of the tenderer to deliver the specified services.

Each of the criteria used in tender evaluation will be assigned a weighting. The relative weighting of the criteria will be taken into account in determining the most economically advantageous bid.

The weighting system that will be applied is as follows:

Price -	60% or 60 points
Quality -	40% or 40 points

The score for Quality will be determined from the following weighting:

Organisation and Management	5 points
Transport and Equipment	5 points
Service Delivery	15 points
Mobilisation and Action Plan	10 points
Exit Strategy	5 points

**Irrespective of price, all tenderers will have to meet a minimum quality threshold of 30 points and any tender failing to meet this threshold will be eliminated from the evaluation process.**

As part of the assessment process, and, in addition to references obtained from previous or current clients, the Parish Council may wish to make specific site visits to previous or current areas of work to gauge the level of competence and quality of work performed by the Tenderers and their staff.

All Resource and Method Statements should be completed as comprehensively as possible in order that the priced Tender may be supported by evidence of managerial and technical and organisational capacity and capability. The Statements will be taken into account when evaluating Tenders and selecting the successful Tender bid, insofar as Tenderers will be expected to demonstrate that they are capable of carrying out the proposed works with a high level of professional expertise and in an adequate and business-like manner. Tenders **must** be submitted in the required form, but Tenderers are additionally invited to submit alternative solutions and/or costing methods where it is believed they will result in efficiency and cost savings for The Parish Council.

Alternative proposals will be subject to separate evaluation by The Parish Council and should therefore be submitted by way of a separate second offer accompanying the primary or main proposal. They should also be fully detailed and costed so as to clearly demonstrate to The Parish Council where the cost and efficiency savings will arise from relative to The Parish Council's Specification and the Tenderers primary proposal.

## **1.16 Contract Management and Monitoring**

The Grounds Maintenance Service Provider will work with The Parish Council to make sure that they fully understand the proposal and that there are appropriate processes in place for managing the service into the future.

The Parish Clerk to the Parish Council, hereinafter referred to as The P.C. will be responsible for managing this contract and all day to day matters.

Day-to-day operational matters will be managed by: The P.C.

For all queries regarding the tender please see 1.14 above.

## **1.17 Returns Checklist**

You will need to ensure that the following information is included in your tender submission.

Responses to the information requested in sections:		
Section 4	Quality Questionnaire Statements	
Section 5	Pricing Schedules	
Section 6	Contract Variation Form (signed)	
Section 7	Tender Form (signed)	
Section 8	Bona Fide Tender Form (signed)	



## 1.19 Tender Timetable

The key dates in the tender timetable are set out below. However, please note that these dates may be subject to change due to unforeseen circumstances beyond the control of The Parish Council.

Deadline for Questions regarding the tender	<b>4<sup>th</sup> December 2020</b>
Tender Submission Deadline	<b>7<sup>th</sup> December 2020</b>
Award Contract by	<b>19<sup>th</sup> January 2021</b>
Anticipated Contract Commencement Date	<b>1<sup>st</sup> April 2021</b>

## 2.0 SPECIFICATION

### 2.1 GENERAL SPECIFICATIONS

#### Scope of Contract

The Service Provider will be expected to carry out a number of operations, including grass cutting, turfing, hedge maintenance, shrub planting and maintenance, floral display planting and maintenance, reinstatement of damaged grass areas, footpath maintenance, snow clearance, playground inspections, minor landscape works and miscellaneous other duties.

#### Layout of Specification

The Specification covers cyclical grounds maintenance operations which are included in the Bill of Quantities and the Schedule of Rate pricing schedules.

Where appropriate, indicative frequencies of operation have been included which should be used within the Bill of Quantity pricing schedules as a basis for establishing annual sums.

**It should be emphasised that service quality standards will be governed by the output-based requirements of the specification and not by the stated indicative frequencies of operation.**

Payments of work undertaken by the Service Provider will be based upon the rate per unit measurement included in the Bill of Quantities pricing schedules.

#### Service Performance Contract Manager

While payment for all works will be based on the Bills of Quantity pricing schedules and schedule of rate costs, the Service Provider will be jointly responsible with the P.C. for maintaining predefined performance standards.

Where the Service Provider believes that it is not possible to maintain the required standard without undertaking additional work over and above the scheduled operations

it is the Service Provider's responsibility to identify the additional schedule of rates work(s) that are necessary and advise the P.C. accordingly on a form provided by the P.C. and proof may be required that the scheduled operations have been undertaken in the most effective way before additional work is authorised.

The Service Provider will be liable for the cost of any rectification works if it is shown that they have either failed to undertake the scheduled operations in the most effective manner or if they have failed to identify the need for additional work and advise the P.C. accordingly.

### **Frequency of Operations**

**The Parish Council reserves the right to vary or substitute the frequency of operations specified within the Bills of Quantities with payments being adjusted in line with the unit rates quoted.**

References to the frequency of operation within this Specification are given as a guide only.

The Specification refers to additional work not currently required as part of the "Planned Work" operations. The P.C. reserves the right to include these operations within the Planned Work at any time during the Contract and where appropriate, payment being made in accordance with the rates quoted in the Schedule of Rates.

The Service Provider shall comply with any specific reference contained within the Specification concerning operations that shall take place on particular days of the week or times of day. Where no reference is made to specific times of operations within the Specification, the Service Provider shall ensure that operations are undertaken in the most effective manner and in a way most likely to achieve the performance standards.

### **Quality Management**

The Council believes in a total quality approach to its Grounds Maintenance operations. The Service Provider shall demonstrate at all times during the Contract Period its commitment to maintaining the standards prescribed in the Specification.

The Service Provider shall establish a Quality Policy and shall implement systems to ensure that the specified levels and quality of service are maintained throughout the contract period.

### **Complaints**

The Service Provider is required to deal directly with all complaints (and any subsequent litigation) relating to:

- i. Damage to private property.
- ii. Third party accidents or injury.
- iii. The personal behaviour of its employees.
- iv. Any activity not directly connected with the provision of a specified Service.

Any such complaints received by the Parish Council will be referred to the Service Provider with a covering letter to the complainant advising them of the Service Provider's liability.

The Service Provider shall maintain a record of all complaints received by them and shall make these available to the P.C. for inspection when requested. The record shall contain details of the complainant's name and address (if given), the date and details of the alleged incident and subsequent action taken including any reply.

### **Working Hours**

The Service Provider will only carry out work during the working day between 0730 and 1800 Monday to Friday (excluding public holidays) except where other times are specified for particular operations. These times will constitute the normal working day. Work outside these times can only be undertaken with the prior permission of the P.C. The Service Provider shall cater within the tender price for any overtime payments to employees that may be required in order to maintain the Contract Standard. No additional payment will be made for work completed outside the normal working day.

### **Facilities and equipment for Service Provider's Employees**

The Service Provider is responsible for the provision of proper shelter, sanitary arrangements, protective clothing and equipment, and first aid equipment for all operatives employed by the Service Provider on this Contract.

### **Employee Safety**

The Service Provider and all its employees shall comply with all relevant employee safety legislation including the Health and Safety at Work Act and COSHH Regulations. The Service Provider shall also adhere to all Codes of Practice and safety procedures adopted by the Council and any amendments to them.

The Service Provider shall maintain a record of all notifiable injuries, notifiable diseases, fatalities, and dangerous or potentially dangerous incidents. The Service Provider shall notify the Health and Safety Executive of every notifiable incident. Copies of all correspondence between the Service Provider and the Health and Safety Executive shall be referred to the P.C. on every occasion.

### **Public Safety**

The Service Provider is to ensure that public safety is not affected by its operations.

The Service Provider is liable for any accident, injury or occurrence attributable to its operation.

### **Contractors Conduct and Public Relations**

Whilst working for Kingsmead Parish Council, the Service Providers employees are representing the Council and must always act in a polite and responsible manner.

All employees of the Service Provider engaged in the provision of the service set out in this contract shall at all times observe the following code of conduct.

- Do not use any discriminatory or offensive remarks or gestures.
- Do not engage in any harassment on any grounds.
- Do not cause a nuisance to the public through excessive noise by the use of radios or other sound amplification equipment. This may be either personal radios or sound equipment mounted on the vehicles.
- Do not park on pavements in a street without the appropriate dispensation. The Service Provider will pay for repair costs to any damage caused by their vehicles or employees.

### **Public Relations**

The Service Provider shall be polite, approachable and helpful whilst working for the Parish Council. The Service Provider shall answer queries about grounds maintenance operations in an informative and helpful way. If the Service Provider is unable to help a member of the public with a particular enquiry, they must be referred to the Parish Clerk.

If a member of the public wishes to make a complaint about the Service provider or the work in progress, the Service Provider shall refer the person(s) to the Parish Clerk.

Whilst working on a Parish Council site, the Service Provider shall provide at their own cost and erect a sign bearing the following wording:

Name of the Service Provider  
IN PARTNERSHIP WITH KINGSMEAD PARISH COUNCIL

### **Inclement weather**

The Service Provider shall make every effort to keep to the programme of work provided by the P.C. The Service Provider is expected to have catered for inclement weather within the tender price. The P.C. may require certain operations to cease if the weather is unsuitable for those tasks, in which case the tasks shall be completed when the weather becomes suitable without extra payment.

### **Damage caused by the Service Provider**

The Service Provider is expected to become familiar with the ground conditions and characteristics of all locations within the scope of the Contract. Any damage caused to the ground, on-site artefacts, neighbouring property or vegetation as a result of Service Provider operations shall be made good, to the satisfaction of the P.C. at the Service Provider's expense. Any damage caused to the Service Provider's plant or equipment is the sole responsibility of the Service Provider.

### **Vandalism, Damage and Fly Tipping**

Any instances of vandalism, damage to Council premises, property or vegetation or fly tipping shall be reported to the P.C. immediately if seen by the Service Provider.

## **Site Locations (see Annexe I)**

Site location details are shown in Annexe I. Site plans are available from the P.C.

## **Measurements**

The Service Provider shall assume that the measurement in the Bills of Quantities covers all work of a given type within the specified location. The service provider shall maintain all areas shown on the plans in line with the appropriate job code shown in the Bills of Quantities.

**The Service Provider's attention is drawn to the fact that the site measurements detailed in the pricing schedule bill of quantities, are only to be used as a guide and that it is the service provider's responsibility to satisfy themselves as to their accuracy.**

## **Access and Constraints**

The Service Provider shall take all reasonable care to ensure that public access to the location is maintained as absolutely necessary for public safety during the execution of the works.

Access to some locations may be restricted and the Service Provider is expected to become familiar with any such constraints. The Service Provider is responsible for the selection of the appropriate machine type for each location. No claims will be accepted as a result of inadequate access or on-site constraints.

The Service Provider shall not drive or park any vehicle on footways and shall conform to road traffic regulations at all times.

## **Materials**

The Specification contains a glossary of materials to be used within the operations detailed in this Specification. The Service Provider shall ensure that the materials listed are used where applicable within the Specification unless prior Agreement has been reached with the P.C. in writing.

Where a specific product has been specified, an equal and approved substitute or similar product will be permitted with the prior consent of the P.C.

The P.C. reserves the right to inspect at any time any materials intended for use on this Contract by the Service Provider. Any materials that are of inferior quality or that do not meet the requirements of this Specification will be rejected by the P.C. and shall be replaced at the Service Provider's expense. Delivery notes and invoices shall be retained and made available for inspection by the P.C. if required.

## **Chemicals**

All operatives engaged in the application of any pesticide as defined within the terms of the Food and Environment Protection Act 1985 and the Control of Pesticides

Regulations 1986 shall be over 18 years old and shall hold a certificate from a training establishment that is an approved assessment centre under the terms of the Act.

Before the commencement date the Service Provider shall provide the P.C. with proof that the operatives to be engaged upon such work are suitably qualified. Unqualified staff may not apply pesticides under any circumstances.

The Service Provider shall provide the operatives with all protective clothing suitable for the chemical being used. The Service Provider shall give the operatives access to any necessary washing and cleaning facilities. The Service Provider shall ensure that all operatives while engaged in application of chemicals wear such protective clothing as is required and that they observe all safety precautions.

The Service Provider's chemical store shall comply with the terms of the Food and Environment Protection Act 1985 and the storekeeper shall hold a certificate from a recognised training centre approved under the Food and Environment Protection Act 1985. Details of the registration of the store and the storekeeper shall be provided to the P.C. before the commencement date and any changes during the contract period shall be notified to the P.C. immediately they occur. The Service Provider shall allow for random inspections of the chemical store by the P.C.

The Service Provider shall ensure that all waste containers and chemicals are correctly disposed of in compliance with the appropriate regulations. Before the Commencement Date the Service Provider shall inform the P.C. of the arrangements made for such disposal. The Service Provider will also inform the P.C. of any changes to these arrangements immediately they occur.

All machinery used in the application of chemicals shall be correctly maintained throughout the Contract Period to ensure correct application takes place and that no leakage occurs.

When using chemicals, the Service Provider shall ensure that no damage or injury is caused to any animal, machine, item or non-target plant. Any such damage will be the responsibility of the Service Provider. The Service Provider is responsible for any claims for compensation arising from its acts or omissions.

The Service Provider and all its operatives shall be fully conversant with all Codes of Practice relating to the use of chemicals.

The timing of works shall be such that no spraying takes place during inclement weather, (as defined in the Food and Environment Protection Act 1985), or when rainfall is expected in a period that is less than the period of dry weather specified by the manufacturer for the chemical being used.

In carrying out the application of chemicals the Service Provider shall ensure that no area is overdosed and that dosages accord with the manufacturer's recommendations or the instructions of the P.C. The Service Provider shall ensure that the total area specified is treated.

Any spread of chemicals outside the target area, pollution or contamination is the responsibility of the Service Provider. The Service Provider will be held to be responsible for any claims for compensation arising from its acts or omissions.

No operation listed in the Bills of Quantities shall be substituted or assisted by using any chemical without the prior consent of the P.C. unless the use of a chemical is specified.

Before applying chemicals the Service Provider shall notify the P.C. of working plans giving 2 working days' notice.

A copy of the spraying records shall be made available to the P.C. at all times, and a record shall be submitted upon completion of any given months spraying tasks.

If the P.C. reasonably believes that an application has not been effective or is not likely to be effective then the Service Provider will be required to make a further application at its own expense.

### **Pest, Disease, Weed Infestation and Physiological Disorders**

The Service Provider and its employees shall be able to recognise signs of physiological disorders, disease, pests, weed, lichen and moss invasion. Any failure to deal with or advise the P.C. of such disorders that results in additional expense will result in a sum equivalent to the Parish Council's total losses being deducted from monies payable to the Service Provider.

### **Disposal and Recycling of Arisings**

Arisings (including litter and debris) generated or collected by the Service Provider shall not be allowed to stand overnight at any site not approved by the P.C.

Arisings, litter and debris shall be removed to an approved site and stored in an approved manner at the end of each working day. Any charges relating to the disposal of arisings are the responsibility of the Service Provider.

The Service Provider is required to compost, recycle or reuse all organic arisings and waste that can reasonably be separated from inorganic arisings. The Service Provider shall set out in the Forms for Completion its proposals for achieving this.

### **Topsoil**

Topsoil for use in this Contract shall comply with BS 3882 (unless otherwise specified) and shall be classified as medium/slightly stony. When placed it shall be free of stones more than 25mm in any diameter and all traces of perennial weed material.

### **Written Reports**

Whenever a written report from the Service Provider is specified the relevant report form shall be drafted by the Service Provider for the prior approval of the P.C.

### **Storage of Equipment and Materials**

All plant, machinery, equipment and materials shall be removed by the Service Provider from site at the end of each working day unless otherwise permitted by the P.C.

## **2.2 HEALTH AND SAFETY**

### **Public User, Health and Safety**

The Service Provider must also ensure that its operatives are trained to a standard whereby the Parish Council is satisfied with the operation being carried out at the appropriate skill level and the finished product for the task.

It is the overall objective of the Parish Council to maintain facilities on amenity areas and other horticultural features to the agreed standard.

It should be recognised that horticultural maintenance is a means to an end and not an end to itself.

The Parish Council's all-embracing objective is to create opportunities in every possible way for people to engage with leisure opportunities, increasing the quality of life and environmental awareness.

The Service Provider, through his contractual obligations, should be guided by this basic philosophy as defined above and ensure that this is reflected in the standard of his finished work.

### **Tools, Equipment and Transport**

All tools, equipment and transport types to be used in the execution of this contract must be approved by the Authorised Officer prior to first time use and must at all times comply with Health and Safety standards. Tools, equipment and transport must be kept in a serviceable condition throughout the life of the contract and always be made available for inspection if required by the Authorised Officer.

### **Health and Safety at Work Risk Assessment**

The Service Provider must comply with Regulation 5 of the Management of Health and Safety at Work Regulations (MHSWR) 1999 requires employers to put in place arrangements to control health and safety risks.

Organisations should have, as a minimum, the processes and procedures required to meet their legal requirements;

- A written health and safety policy (if they employ five or more people);
- Assessments of the risks to employees, customers, partners and any other people who could be affected by their activities; and record those findings in writing (if they employ five or more persons);
- Display the Health and Safety Law poster; or provide workers with the associated leaflet;
- Arrangements for the effective planning, organisation, control, monitoring and review of preventative and protective measures that come from the assessment of risks;



- Access to competent health and safety advice; and consultation with employees about their risks at work and current preventive and protective measures.

## **2.3 ENVIRONMENTAL POLICY STATEMENT**

The management of Kingsmead Parish Council recognises that the day-to-day operations can impact both directly and indirectly on the environment. It aims to protect and improve the environment through good management and by adopting best practice wherever possible. We will work to integrate environmental considerations into our business decisions and adopt greener alternatives wherever possible, throughout our operations. The Service Provider will be expected to work with the Parish Council to achieve its environmental objectives.

In order to discharge its responsibilities the management will:

- bring this Environmental Policy Statement to the attention of all stakeholders
- carry out regular audits of the environmental management system
- comply fully with all relevant legal requirements, codes of practice and regulations at International, National and Local levels
- eliminate risks to the environment, where possible, through selection and design of materials, buildings, facilities, equipment and processes
- ensure that emergency procedures are in place at all locations for dealing with environmental issues
- establish targets to measure the continuous improvement in our environmental performance
- identify and manage environmental risks and hazards
- improve the environmental efficiency of our transport and travel
- involve customers, partners, clients, suppliers and subcontractors in the implementation of our objectives
- minimise waste and increase recycling within the framework of our waste management procedures
- only engage contractors who are able to demonstrate due regard to environmental matters
- prevent pollution to land, air and water
- promote environmentally responsible purchasing
- provide adequate resources to control environmental risks arising from our work activities
- provide suitable training to enable employees to deal with their specific areas of environmental control
- reduce the use of water, energy and any other natural resources

- source materials from sustainable supply, when practicable

This Environmental Policy will be reviewed at least annually and revised as necessary to reflect changes to the business activities and any changes to legislation. Any changes to the Policy will be brought to the attention of all stakeholders.

## **2.4 SITE CLEANSING INCLUDING LEAF CLEARANCE**

### **General Requirements – Planned Work**

- a) For the purposes of this specification, the areas to be cleansed shall include, but not be limited to, all hard and soft landscaped areas including roads, paths, entrances, car parks and other paved areas; play areas including all safety surfaced areas, paths, grass, shrub, rose and other planted beds; hedge and fence-lines, ponds and other water features; ditches.
- b) For the purposes of this specification the term Litter shall include the removal of all litter, debris, deleterious detritus, dust, plant debris including leaf litter, human and animal excrement, animal carcasses, syringes, cans, cartons, paper, boxes, glass including broken glass, timber, metal, stones or other matter whatsoever; isolated growths of grass and weeds in footpaths and in paved areas collected by litter picking and/or sweeping whichever is appropriate to the Location.
- c) For the purposes of this Specification, the term Cleansing shall include the collection of the materials identified in Paragraph 2.a) above, from the areas specified in Paragraph 2.1 in all the Locations. All the arisings from the above operations shall be collected and removed by the Service Provider to an authorised and agreed disposal site.
- d) Broken glass shall be collected and removed immediately from grassed areas and hard surfaces and children's play areas. Fly tipped rubbish up to 7 cubic metres and debris shall be considered as litter and removed from site immediately.
- e) The Cleansing of the Locations shall be carried out to the standards specified in the Code of Practice on Litter and Refuse. The standards and response times contained in the Code of Practice shall be the minimum acceptable to the Council.
- f) The Cleansing Services shall include the complete removal of all litter, debris and detritus lodged in shrub, rose and flower beds, hedges, along fence lines and walls forming the boundaries of the Locations. All litter, debris and detritus lying in and amongst the various planted areas shall be removed and disposed of. The Service Provider shall take care to ensure that no damage is caused to the planted areas or surrounding areas. All grass areas shall be litter picked before any mowing operation commences with the exception of rural highways verges.

Unless otherwise stated in the specification, the minimum frequency of site cleansing operations as described above, will be monthly.

All footpaths shall be swept monthly.

### **Day work**

The Service Provider shall immediately inform the P.C. of the presence of any large items of refuse that cannot reasonably be lifted and cleared in a single operation by one individual, be removed by hand. The P.C. may then instruct the Service Provider to carry out such works as are required.

Payment shall be calculated at the tendered rate for waste disposal for the type of waste and hourly rate for labour/plant.

### **Recyclable Litter**

- a) The Service Provider shall ensure that its operatives segregate recyclable material from non-recyclable litter by placing such recyclables into specially coloured recycling sacks to be supplied by the Service Provider. The recycling sacks shall be sent by the Service Provider to a suitable recycling centre for processing.
- b) The Service Provider shall collect all leaf litter and leaf fall and plant debris and remove to an agreed site for composting. The compost arising from this leaf litter shall be wherever possible returned to shrub beds for the purposes of mulching as agreed by the P.C.
- c) The Service Provider shall inform the Parish Council of the amount of material recycled on a monthly basis from the weighing receipts. The Service Provider is required to take every reasonable step to increase year on year the amount of recyclable material reclaimed.

### **Leaf Collection and Disposal General Specifications**

#### **General**

The Service Provider shall ensure that this operation is carried out only when weather and soil conditions are suitable. The Service Provider will be liable for the repair of any areas damaged as a result of working in inappropriate conditions.

Heaps of leaves shall be cleared as they are collected each day and not left on site. Under no circumstances shall leaves be burnt.

Collection shall either be by hand or approved mechanical method, all arisings shall be disposed of in an approved manner.

#### **Planned Work**

On all sites indicated on the Bills of Quantities the Service Provider shall price for the collection of leaves as indicated in the Bills of Quantities. Visits shall be spread evenly throughout the leaf fall period or at a time when the operation is likely to achieve the most effective results.

The leaf clearance of the areas indicated on the Bills of Quantities includes any shrub, rose and herbaceous beds. Leaf clearance of such areas shall be done by hand. Following the last scheduled clearance of the winter (usually January) there shall be no accumulations of leaves remaining in the specified Location.

### **Schedule of Rates Work**

The Service Provider may be required by the P.C. to clear areas not identified in the Bills of Quantities. Such work will be paid as extra at the price quoted in the Schedule of Rates.

### **Emptying Litter Bins**

- a) Litter and dog bins shall be available for use throughout every day of the week on open spaces. The Service Provider shall empty the bins weekly each Friday to ensure that there is sufficient space in the bin for members of the public to be able to deposit their waste without litter falling onto the ground surrounding the bin.
- b) The emptying of litter bins shall include the removal of the contents of all bins of whatever type and the picking up and removal of any litter that is lying in the immediate vicinity of the bin (within 3 metres). The Service Provider shall then immediately supply and fit a new plastic bin liner of an approved type. The liner shall be fitted over the insert but inside any decorative outer casing of the bin. The Service Provider shall note that with some designs of litter bins, bin liners are locked in place.
- c) The Service Provider shall advise the P.C. in writing within one working day of the absence of any metal insert or any other vandalism or damage that has been caused to the bin.

### **Dog Bins**

- a) The emptying of dog bins shall include the removal of the contents of bins of whatever type. The Service Provider shall then immediately supply and fit a new plastic bin liner of an approved type which is distinctive from rubbish sacks to avoid any cross contamination with other waste at the point of storage or disposal. The liner shall be fitted over the insert but inside any decorative outer casing of the bin.
- b) The Service Provider shall also remove any dog excreta from within 3 metres of the bin using an approved method and place it in the bin. The area shall then be cleared of all other litter and disposed of in accordance with 2.4c).

### **Additional Bins**

The Service Provider shall allow in its tender sum a cost for replacing or providing and installing 2 new bins per annum of a similar design to the existing bin. Any additional bins shall be provided by the P.C and installed by the Service Provider at no additional cost. The emptying and disposal of the litter from these bins and the bins subsequent and maintenance shall be carried out by the Service Provider at its own cost. The Service Provider shall be responsible for repairing any damaged bins and for any

replacement parts including bin liners; any damaged bins beyond repair shall be reported to the P.C. The Service Provider shall make arrangements to replace and install these bins from the stock it holds at no additional cost to the Council.

### **Washing of Bins**

As instructed by the P.C., the Service Provider will wash litter bins and dog bins through the application of an approved deodorising chemical

### **Dog Grids**

Dog grids shall be removed and all debris removed on two occasions per annum.

## **2.5 WEED CONTROL**

### **General**

Weed control shall be required for infestations of injurious weeds as follows:

- (i) Broad leafed dock.
  - (ii) Curled dock.
  - (iii) Common ragwort.
  - (iv) Creeping thistle.
  - (v) Spear thistle.
  - (vi) Himalayan Balsam.
  - (vii) Giant hogweed.
  - (viii) Japanese knotweed.
- Other species which may be a nuisance locally

Weed killing shall achieve total die-back of weeds and in the case of total weed control shall not allow any significant re-growth (less than 5%) within 6 months of application. In the case of selective weed control there shall be not more than 5% re-growth during the season.

### **Total Weed Control**

On hard standings, gravelled or paved areas and around street furniture, contact, translocated and residual herbicides approved for total weed control shall be applied in accordance with the manufacturer's recommendations as instructed by the P.C.

For site preparation, on topsoil heaps and in planted beds, a translocated, non-residual herbicide approved for total weed control shall be applied in accordance with the manufacturer's instructions, at the locations and frequency stated in works schedule.

In open ditches, lagoons, watercourses and filter drains a contact or translocated herbicide approved for use in or near water shall be applied in accordance with the manufacturer's instructions, at the locations and frequency stated in works schedule.

### **Selective Weed Control in Grass and Shrub Beds**

As instructed by the P.C., weeds in verges, planted areas and grassed areas shall be controlled using a selective translocated herbicide. The herbicide shall be applied during a period of active growth in accordance with the manufacturer's instructions.

### **Weed Control by Spot Application of Herbicide**

Where described in works schedule, weed control shall be carried out to control the target species listed, using spot treatment with a translocated herbicide, i.e. applied with a device that ensures that the herbicide touches weed species only. The herbicide shall be applied during the stated seasons and frequencies.

### **Weed Control by Pulling/Hand Weeding**

Hand weeding shall be carried out at the locations and frequency stated in the works schedule. Hand weeding shall consist of the removal of the entire weed, including roots, by digging, forking, hoeing or pulling. Weeds shall be removed prior to flowering and the arisings removed.

### **Weed Control by Cutting**

Weeds shall be cut at the locations and frequency stated in the works schedule. The weeds shall be cut prior to flowering to a height of between 50 and 75 mm or as otherwise stated.

### **Arisings from Weed Control Operations**

All arisings from weed control operations shall be removed from Site. Injurious weed arisings shall be destroyed.

### **Damage to grass, shrubs or non-target species.**

The Service Provider shall make good any damage caused by chemicals and may be required to remove and replace all contaminated material at their own expense. Grass areas shall be reinstated in accordance with the specification for turfing/seeding. Shrubs and planting shall be reinstated in accordance with the specification for planting.

## **2.6 GRASS CUTTING**

### **Timing of Operations**

Prior to grass cutting operations all litter and debris must be removed from the grass cutting area.

Grass cutting operations shall only take place between the hours of 0730 and 1800 Monday to Friday, i.e. during the normal working day unless with the prior agreement of the P.C.

Grass cutting operations shall include strimming around all obstacles and fence lines.

The first cut to be completed by the fourth week in March. Cutting shall continue to mid-November unless otherwise directed by the P.C.

### **Amenity Grass Cutting**

#### **Standard Cut**

The grass shall be cut with a cylinder or rotary mower unit of a type approved by the P.C. The cutting height shall be between 20mm and 30mm, at no time shall the grass length exceed 75mm. Arisings shall remain on site and evenly dispersed over the grass area.

The indicative number of cuts shall be 14 per annum.

#### **Grass Land Areas with Bulbs**

The service provider shall not cut grass areas planted with bulbs until approximately 6 to 8 weeks after bulbs have finished flowering and leaves have gone dead.

The service provider shall make an initial rough cut of the planted areas in order to reduce the cutting height down to that of the surrounding grass area and remove all arisings from site. The frequency of cutting grass areas with bulbs shall then be carried out in accordance with that of the surrounding areas of grass for the remainder of the grass cutting season.

#### **Conservation Areas**

Grass shall be cut on two occasions per year at the end of March and the end of September.

All arisings shall be removed from site.

#### **Wild Flower Areas**

Designated wild flower areas shall be cut once per year, i.e. at the end of September.

All arisings shall be removed from site.

#### **Grass Edging**

All edges around horticultural beds shall be trimmed using long handled shears in conjunction with each grass cutting operation and arisings removed.

As instructed by the PC all grass edges shall be redefined on one occasion between November and February.

All edges abutting paths shall be strimmed in conjunction with each grass cutting operation and arisings removed.

## **2.7 SHRUB AND BORDER MAINTENANCE**

## **Pruning**

All blades shall be clean, sharp and properly set. All cuts shall be clean and to an angle that sheds water.

All pruning shall be carried out in accordance with good horticultural practice as details in RHS Encyclopaedia of Gardening.

Encroaching growth from shrub beds shall be trimmed back once per annum or as directed by the P.C. to prevent obstructions or obliterate views.

## **Forking of Shrub Beds**

As instructed by the PC, soiled shrub beds shall be forked over once per annum between October and March.

All arisings shall be removed.

## **Vision Splays**

Shrub beds, hedges and planted areas shall be kept from being a hazard to passing vehicles and pedestrians. Where vehicle sight lines conflict with shrub beds, the Service Provider will prune shrubs accordingly. It is the Service Providers responsibility to recognise these and carry out the necessary pruning when required.

## **Trees in Shrub Beds**

All staked or semi-mature trees within shrub beds shall be inspected as a matter of routine at each maintenance visit. The Service Provider shall allow for the replacement of any damaged tree ties, and the removal of any broken or damaged branches. Any ties or stakes found to be damaging the tree shall be removed or adjusted immediately.

## **Litter Clearance**

All planted areas shall be cleared of litter in accordance with the specification for litter clearance prior to each operation. Litter shall be separated from green waste to allow for prunings, weeds and other arisings to be composted.

The Service Provider shall ensure that all arisings resulting from any operation are removed from site at each visit and disposed of in an approved manner.

## **Shrub Planting**

### **General**

All work specified in this section shall be carried out in accordance with BS 4428, "General Landscape Operations", sections seven and eight.

For the purposes of this Specification the term Shrub includes all woody perennial material, including roses but excluding herbaceous plants, dealt with separately at the end of the chapter, and trees.



## **Shrub Planting**

Shrubs are to be supplied in accordance with the schedule from the P.C. and in a healthy condition. If any substitutes are needed, or the quantity or size of plant cannot be supplied, the Service Provider shall inform the P.C. before the order is made and gain approval for any changes. Any plant material which is not supplied healthy and in accordance with the specification shall be replaced at the Service Providers expense.

Storage: Shrubs shall not be exposed to drying winds or sun and protected from frost prior to planting. Shrubs shall be planted within 10 working days of delivery. If shrubs cannot be planted immediately after delivery they shall be heeled in firmly, packing soil well around the roots in a location agreed with the P.C.

The Service Provider shall ensure that no damage occurs to the shrubs on heeling in and until the time of planting and shall take all precautions to protect shrubs from frost and drying out.

It will be the Service Provider's responsibility to undertake all underground service checks and any damage or injury caused during excavation works shall be the Service Provider's sole responsibility.

Planting shall be carried out in accordance with plans and instructions supplied by the P.C.

Planting shall take place during favourable weather conditions in the dormant season, unless the stock is container grown, which shall generally be from the 1<sup>st</sup> November to 31<sup>st</sup> March. Planting shall not take place during periods of frosty weather, cold or strong winds or when the ground is waterlogged.

Plants shall be carefully planted in the position and densities shown on the planting plan provided. When setting out plants precautions shall be taken to prevent roots from drying out.

The Service Provider shall ensure that all containerised plant material is adequately watered before planting.

Any dead or damaged growth or roots shall be carefully pruned beforehand using suitably sharpened tools approved by the P.C. Pot bound plants shall not be accepted.

Planting holes shall be excavated 150mm wider and deeper than the root spread. Planting holes shall not be left open overnight. Each shrub shall be placed in the centre of the prepared hole. The shrub shall be placed with any best side to the front of the bed in an upright position. With the roots carefully spread out. Finely broken soil shall be placed around the roots. A mixture of two parts topsoil to one part peat free planting compost is to be used for planting. As the soil is returned it shall be lightly consolidated with care being taken not to damage the roots. Plants shall be planted at the same depth as they were grown at in the Nursery.

Once the shrub bed has been planted up the Service Provider shall remove all labels, string, pots, hessian or other wrapping materials from site to an approved tip.

When planting is completed the Service Provider shall lightly fork over the surface of the bed to level it, remove footprints and relieve any surface compaction.

The Service Provider shall water in newly planted stock as required allowing up to ten litres per shrub.

All newly planted shrub beds shall be mulched immediately after planting with a 75mm deep layer of organic mulch approved by the P.C.

**Maintenance Period:** The Service Provider shall maintain all shrubs for 2 years after preparation and planting work has been completed (Practical Completion) unless otherwise specified.

The Service Provider shall make arrangements for all planting to be inspected in the presence of the P.C. on Practical Completion. The one year maintenance period will not commence until the P.C. has inspected the planting and is satisfied that all planting has been completed in accordance with the Specification and that all plants are in good health.

The Service Provider shall carry out at least 12 maintenance visits to newly planted areas at approximately monthly intervals during the year's maintenance. At each visit all weeds shall be removed. Frost lift shall be firmed. Any litter shall be removed from site at each maintenance visit to an approved tip. The Service Provider shall ensure that, where it is specified, a 50mm depth of mulch material is retained at all times. A completion certificate is to be produced by the Service Provider and Signed by the Parish Clerk.

At every scheduled visit the Service Provider shall inspect the planting and advise the P.C. in writing of any losses resulting from theft or vandalism within 1 week.

The Service Provider shall ensure that the shrubs are watered to ensure that there are no losses through drought. If such losses occur the Service Provider shall at their own expense supply and replant with plant material of the same species and quality to the P.C.'s satisfaction.

The Service Provider shall remove and replace any plants that die or fail to establish satisfactorily during the maintenance period. All such plants shall be replanted in accordance with this Specification and at the appropriate time of year. The establishment maintenance period shall be extended to cover replacement planting from the date that replacements are completed

The P.C. and the Service Provider will jointly inspect all planting in the last month before the end of the years maintenance period. Where necessary a final replanting programme will be agreed. The P.C. will bear the costs of any losses resulting from vandalism or theft where such incidents have previously been reported. The Service Provider will bear the costs of any other replacements (including damage or deterioration caused by improper maintenance) that are necessary. The Service Provider will remain responsible for all planting until any final replanting programme has been completed to the satisfaction of the P.C.

## **Herbaceous Borders**

This paragraph applies to planting which predominantly consists of herbaceous material. All paragraphs for shrub planting apply for herbaceous plants except that a 50mm layer of mulch is not required and herbicides are not to be used as a means of weed control during the one year maintenance period. The Service Provider shall keep the bed weed free by manual means approved by the P.C. during this period.

### **Autumn Cutback**

Between October and November the Service Provider shall cut back, in accordance with good horticultural practice, all plants to the previous year's growth and remove all litter and debris from the bed. All arisings from these operations shall be removed from site and disposed of in an approved manner at each maintenance visit.

### **Fork Over**

Following cutting back any bare areas of earth shall be lightly forked over to a depth of no more than 100mm and the bed then dressed with approved organic fertiliser.

### **Fertilise**

In the spring the Service Provider shall apply a balanced organic granular fertiliser to the bed, of a type approved by the P.C. and applied at the manufacturers recommended rate.

### **Deadhead, Hoe and Weed**

Throughout the growing season the beds shall be hoed and weeded at every scheduled visit. Dead flower heads (excluding those species planted especially for their decorative seed heads) broken or damaged stems and all litter and debris shall be removed at each visit and disposed of in an approved manner. The indicative frequency for this work is 6 occasions per annum.

### **Stake and Tie**

At each scheduled visit the Service Provider shall stake and support such plants as require staking in order to preserve the plant and present it to its best effect. All staking shall follow good horticultural practice.

### **Lift and Split**

The P.C. may require the Service Provider to lift and replant areas of beds or entire beds. This work shall be carried out between October and March. The specified area shall be cleared and be prepared in accordance with the specification for planting.

The lifted plants shall then be split into viable portions in accordance with good horticultural practice. The bed shall then be replanted in accordance with the instructions of the P.C. using the split crowns and/or new plants (which will be supplied at no cost to the Service Provider).

Upon completion surrounding grass area shall be cleared of all arisings removed from site. The edge of beds shall be earthed up and the soil levelled across the centre of the bed.

Paths and other hard surface areas shall be free from arisings.

## **2.8 HEDGE MAINTENANCE / IVY GROWTH MAINTENANCE**

### **Hedge Trimming**

Hedge trimming operations shall only take place between the hours of 0730 and 1800 Monday to Friday, i.e. during the normal Working day unless with the prior agreement of the P.C.

Trimming of hedges shall only be carried out using secateurs, hand shears or powered trimmers. Hedge trimming may be permitted using tractor mounted hedge cutting equipment with the approval of the P.C.

Hedges shall be trimmed once per annum avoiding the months of April, May, June, July and August to protect wildlife.

Hedges shall be trimmed neatly across their entire faces, ends and tops to achieve a clean appearance.

On completion of trimming operations all rubbish and weed growth shall be cut back, raked out and removed from the base of hedges.

All arisings from hedge trimming and base clearing operations shall be removed from site.

### **Ivy Growth**

As instructed by the P.C., the service provider shall reduce all excessive ivy growth.

The trimming of ivy shall only be carried out using secateurs and hand strimmers.

All arisings and base cleaning operations shall be removed from site.

## **2.9 PLANTING AND MAINTENANCE OF SEASONAL BEDDING**

### **Planting General Procurement**

Upon the request of the P.C. the Service Provider shall prepare, plant and maintain seasonal bedding. All planting stock will be provided by the Service Provider.

### **Timing of Operations**

The start and finish of the planting period will be determined by the P.C. who will advise the Service Provider accordingly. No bed shall be stripped of the previous display more than 7 working days before planting unless previously agreed with the P.C.

All planting shall be completed within 15 working days of commencement. The P.C. will give the Service Provider 10 working days' notice of the commencement date. The

Service Provider shall remove all plants from the nursery during this period. Following collection from the nursery plants shall be planted within 10 working days.

### **Clearance and Preparation of Beds**

Grass areas surrounding the flower beds shall be adequately protected to prevent damage during preparation and planting. Any damage to the grass or the bed edges shall be reinstated to the original standard at the Service Provider's expense.

### **Pre-treatment with Herbicide.**

Planted areas shall be treated with a non-residual total herbicide a minimum of two weeks prior to cultivation.

### **Removal of Previous Planting**

All previous planting, stumps, roots and other material shall be removed unless otherwise directed by the P.C.

### **Cultivation**

The beds shall be cultivated to a minimum depth of 300mm burying all annual weeds and ensuring that any perennial weeds are carefully removed.

Immediately following cultivation the beds shall be raked to a fine, level tilth removing any stones or debris greater than 25mm in any dimension. The beds shall then be firmed by treading to prevent uneven settlement and then re-raked to an even level. The Service Provider shall ensure that the edges are evenly chamfered to an angle of 45 degrees and that soil at the edges is evenly 50mm below surrounding turf level.

On completion of the surface preparation the edges of the beds shall be cut back to within 10mm of the turf edge in a neat and tidy manner while maintaining the original size and shape of the bed. The preparation of any individual bed shall be completed within 48 hours of commencement.

### **Soil Improvers**

A dressing of an approved balanced organic fertiliser shall be applied to the surface and incorporated by cultivation into the bed in accordance with the manufacturer's recommendations

A 75mm layer of approved organic material shall be incorporated into the topsoil by cultivation. Such material shall be free of any perennial weed. Perennial weed problems arising from poor quality manure will be the responsibility of the Service Provider and shall be dealt with at the Service Providers expense.

A water retaining polymer (Broadleaf P4 or equivalent and approved) shall be incorporated into the bed in accordance with the manufacturer's recommendations.

### **Handling & Transport of Stock**

Plant material in the care of the Service Provider shall be properly maintained in a manner that ensures there is no loss of quality prior to planting.

### **Preparation of Stock**

All containerised plants shall be watered immediately prior to planting.

All weeds shall be removed prior to planting.

### **Irrigation**

All plants shall be adequately watered before planting and the bed shall be and watered sufficiently to moisten the soil to below root depth.

The Service Provider will be required to water as necessary all beds to enable them to maintain their full flowering potential throughout the season. Watering shall be in a manner and at a time that does not cause damage to the soil or plants. On each watering visit, water shall be applied in a volume that ensures the soil is moistened to a depth of 250mm. All watering operations shall be carried out in line with good horticultural practice. The Service Provider shall advise the P.C. of the need to water more frequently than the operations specified in the Bills of Quantities.

There are no onsite watering points at the Parish Council sites and the Service Provider shall allow for the transportation of water to such sites.

### **Finishing of Beds**

On completion of planting the surrounding area shall be raked and swept and left in a tidy condition, all arisings being removed from site. In grassed areas the Service Provider shall keep the edge of the shrub bed 50mm below the level of all surrounding surfaces, unless bed design requires otherwise.

### **Mulching**

The service provider shall supply and spread a layer of mulch (well composted wood chip) as directed by the P.C. to a depth of 75mm when consolidated.

### **Pest and Diseases**

The Service Provider is responsible for the early identification and treatment of pest and disease problems and shall provide the necessary chemical control measures.

### **Guarantees and Replacement of Stock**

The Service Provider shall replace any annual plants that fail or become damaged in any way. All other plants shall be guaranteed for a period of two years after planting and replaced in the appropriate season as required (early autumn and early spring) Additional payment will only be made in the case of substantial vandalism or pest, disease and disorder notified to the P.C. within the appropriate time.

### **Planting and Maintenance – Summer Bedding**

## **Removal of Old Bedding**

On a date given by the P.C. all spring bedding material shall be removed from the beds. This includes any inter-planted bulbs which shall be lifted without damage as the P.C. may require the bulbs to be returned to a nominated depot. Transport of bulbs is at the Service Providers expense. Any plant material not required by the P.C. shall be removed from site and disposed of in an approved manner.

The bed shall be planted accordance with plans and at the densities specified by the P.C. As a guide, annual edging plant spacing will be in the range 100mm to 120mm centres and infill plants will be planted at 140mm to 160mm centres. Plants of the same species shall be evenly spaced. Herbaceous and 1 litre planted stock shall be planted at a density of 5 to 7 plants per square metre and. 2-3 litre shrubs shall be planted at a density of 3 per square metre or as directed by the P.C..

The Service Provider shall accurately place dot and standard plants in accordance with the planting plans ensuring all plants are staked if appropriate. The Service Provider is responsible for the supply of bamboo canes and ties for the support of dot plants.

All plants shall be planted to the same depth as propagated and firmed in line with good horticultural practice.

Within the price submitted for this operation the Service Provider shall have allowed for the replacement (from a reserve) of any plants that fail to establish after planting. The Service Provider shall immediately report any such losses or failures and shall ensure that they are replanted within 5 working days. The cost of plants which, in the opinion of the P.C. are lost as a result of the Service Provider's negligence or inaction will be charged to the Service Provider.

## **Dead Head/Weed/Hoe/Litter Pick**

Once planted the beds shall be maintained in a weed and litter free condition. At each scheduled visit all weed material, litter and debris shall be removed. Dead flower heads or plants shall be cleanly removed at each visit. All litter and debris shall be disposed of in an approved manner. At each visit the Service Provider shall examine the bed and shall notify the P.C. of the presence of pest, disease, physiological disorders, theft or failures within one Working Day of the scheduled visit.

## **Winter Bedding – Planting and Maintenance Removal of Old Bedding**

In September or October (the precise time is determined by the P.C. who will advise the Service Provider accordingly) all the summer bedding material will be lifted and removed from site in as per the Specification for the removal of spring bedding.

Planting of Spring Bedding in all other respects shall follow the Specification for Summer Bedding.

## **Planting**

Spring flowering species will be planted from September to November unless otherwise instructed by the P.C.

Summer flowering species will be planted in March except for tender species which will be planted in April or May unless otherwise instructed by the P.C.

Bulbs will be planted in accordance with plans provided by the P.C. Spacing and planting distances will be as specified on the planting plans. Unless otherwise instructed by the P.C. species will be planted at random and not in straight lines. Bulbs shall be evenly spaced and not planted in clumps.

Planting will be by means of trowel or dibber, a planting hole twice as deep as the bulb or corm shall be excavated. The bulbs or corm shall be inserted with the crown uppermost ensuring that the base has firm contact with the soil, covered with soil and firmed by hand.

Planting shall be carried in accordance with the specification for annual bedding.

### **Weed/Hoe/Litter Pick**

Once planted, the beds shall be maintained in a weed and litter free condition.

At each scheduled visit all weed material, litter and debris shall be removed. The indicative frequencies for this work will be per annum.

## **2.10 PLAY AREA MAINTENANCE, REPAIR AND INSPECTION**

### **General**

The Service Provider shall ensure that persons carrying out weekly inspections are competent to undertake this work and hold a recognised qualification in playground inspection. The P.C. will require the Service Provider to provide proof of this capability.

All playgrounds will be maintained and inspected in accordance with the guidance set out by the Royal Society for the Prevention of Accidents and the recommendations of BS EN 1176 and BS EN 1177.

The Service Provider shall make itself aware of the type of safety surfacing used beneath play equipment i.e.: rubber tiles, grass mat, carpet, sand bark, wet pour, rubber mulch.

The Service Provider is given the authority to make immediate repairs (up to an Agreed financial level) without recourse to the P.C. The Service Provider shall ensure that these repairs are undertaken in the shortest possible time. The P.C. will inform the Service Provider, at the start of the Contract and then on the anniversary of this date each year, the Agreed level at which the Service Provider will be allowed to carry out



repairs identified during the daily, twice weekly and monthly inspections without recourse to the P.C. This work shall be priced on an individual job by job basis with all parts being recharged at cost.

## **Maintain Play Areas**

All play areas shall be inspected weekly.

During maintenance inspections the Service Provider shall ensure that the whole surface of the play area is cleared of all litter and debris. Particular attention shall be paid to clearing broken glass or other material which could be hazardous to children, this shall be removed from site at each maintenance visit to an approved tip.

Unfenced play areas shall be cleared to a minimum distance of 10m from the edge of safer surface or equipment. All fenced play areas shall be litter picked.

At each maintenance visit the Service Provider shall individually examine all equipment and facilities within the play area. This includes all items of play equipment, safety surfaces, boundary fencing, gates, signs, litter bins, seats, plant material and grassed areas or other ground surface.

Should any item be found to be in a defective condition that would pose a hazard to any person the Service Provider shall take action immediately to repair the item or, if this is not possible, restrict access to the area or item by the general public.

The Service Provider shall repair any item that cannot be repaired at the time of inspection in the shortest possible time.

The Service Provider shall submit an estimate to the P.C. for the repair of any item that exceeds the Agreed financial limit within five working days.

The Service Provider shall ensure that hazardous items remain isolated from public use until such times as they are repaired.

All non-hazardous defects shall be reported to the P.C. in writing within 5 working days.

Where the playground is fenced all dog fouling inside the fence shall be removed. Where the playground is not fenced all dog fouling shall be removed from the play equipment and within 10m of any part of it. Safety surfaces and play equipment soiled by dog fouling shall be washed down with a disinfectant solution of a type approved by the P.C. and applied at the manufacturer's recommended rate. Dog fouling shall be disposed of in the nearest available dog waste bin.

The Service Provider shall release all twisted and tied swing chains and carry out any similar work to other equipment in order that all equipment can be used freely.

The Service Provider shall undertake regular maintenance of all carpet and safety tile surfaces. The Service Provider shall at each maintenance visit sweep the carpet in order to remove all litter or debris and remove any weed growth growing in the joints or from the edges of any safety surface. All such arisings shall be removed from site at each maintenance visit and disposed of in an approved manner.

At each maintenance visit the Service Provider shall remove all extraneous material from play-bark and sand pits and dispose of it in an approved manner.

The Service Provider shall provide the P.C. with a weekly electronic record of the time and date of each visit, the operative who undertook the work, any defects found and any action taken. Where appropriate, photographs shall also accompany the reports.

### **Maintenance of Play Area Bark Pits**

The Service Provider shall ensure that bark pits surrounding play equipment are raked over and levelled weekly. Any chips or sand that has spread outside the confines of the pit shall be swept up and returned to the pit unless they are contaminated in which case they shall be removed from site and disposed of in an approved manner. The Service Provider shall maintain a minimum depth of 200mm of approved play bark and 400mm sand or such depth sufficient for the designed fall height at all such locations. All materials to be supplied by the Service Provider. Any weed growth shall be removed by hand at each weekly maintenance visit.

### **Lubrication**

The Service Provider shall lubricate all items of play equipment in line with the play equipment manufacturers' recommendations. All grease and oils shall be provided by the Service Provider. This work shall be recorded in writing and shall be made available to the P.C. on request. In carrying out the lubrication of equipment all pivots on bearing surfaces shall be treated. Items equipped with grease nipples shall be greased with a high pressure grease gun, sufficient grease shall be used to ensure that clean fresh grease escapes from the bearing.

Oil shall only be used on those pivots agreed by the P.C. and the Service Provider will, at its own expense, carry out any disassembly operations required to ensure that equipment is properly lubricated.

After lubrication has been completed and before leaving the site, the Service Provider shall remove all excess lubricants and completely clean all surfaces below a height of 2.8m to ensure that no user of the play equipment can become contaminated with lubricants.

During all lubricating operations, the Service Provider shall take steps to ensure that the surfaces of the play area remain free of oil and grease spillage or drips.

### **Trip Hazards in Grassed Areas**

The Service Provider shall top dress seed or turf all worn or uneven areas of grass up to 5 sq. m. This operation shall be carried out in March and October of each year in accordance with the specification for grass reinstatement.

### **Repairs to Play Equipment**

The P.C. on receiving reports from daily and other routine inspections may require the Service Provider to carry out repairs to any item within play areas. This shall include fences, gates, notices, hedges and grass, tarmac and safer surfacing, play equipment,

seats and litter bins. The Service Provider is reminded that they shall be required to repair items up to an agreed financial limit without recourse to the Parish Council

Any welding repairs shall be carried out by an operative that holds a City and Guilds 215 Welding Engineering Studies Part III or equivalent. The P.C. shall require the Service Provider to provide proof that staff carrying out this work have the required level of competence.

### **Painting of Equipment (individually priced)**

During the Contract Period the P.C. may require painting operations of play equipment items. These items will be individually priced. At such times the Specification for painting shall be followed. In addition, the following will also apply when painting play equipment;

Wooden Equipment; Treat with one coat of a preservative, approved by the P.C. and in accordance with the manufacturers recommended rate, the colour and area of the application to be Agreed by the P.C., having first sanded down any rough or splintered areas to the satisfaction of the P.C.

All paint used shall conform to the current Toy Safety Regulations, BS 3443. Equipment shall be painted to patterns specified and junctions of adjoining colours will be a clear well defined line.

The Service Provider will ensure that the surfaces of the play area remain free of paint spillage or drips and that the public are advised of the presence of wet paint, barriers being erected around wet items of equipment at night. All debris produced during the painting operations will be removed from site to an approved tip before the Service Provider leaves site on each occasion.

### **Removal of Old Equipment (Individually Priced)**

The Service Provider shall ensure that all old items of play equipment that have been removed are retained at the Service Providers store, for inspection by the P.C. The P.C. will then agree the method of disposal with the Service Provider.

### **Risk Assessment**

From time to time the Service Provider will undertake a review of the playground to assess the potential risk to a user of the playground. A copy of the assessment, including its recommendations, will be forwarded to the Parish Council for discussion and action.

## **2.11 SNOW CLEARANCE AND WINTER GRITTING**

### **General**

During the Contract Period the P.C. may require snow clearing or gritting operations to be undertaken.

These operations will be necessary to maintain access and to ensure public safety.

Such operations could be within play areas and open spaces.

The Service Provider shall start operations immediately upon receipt of instruction from the P.C.

### **Method of Clearing**

Snow shall be cleared by hand or mechanical methods appropriate to the area to be cleared, as approved by the P.C.

Under no circumstances shall mechanical equipment be used if it is likely to cause damage to any feature lying beneath the snow. Should such damage occur the Service Provider shall make good such damage at the Service Provider's expense and to the satisfaction of the P.C.

Cleared snow shall not be piled onto any bed, shrubbery or area of box mown ornamental grass, unless permission is given by the P.C.

Snow shall be piled in such a manner as to allow access to any facility and to maximise parking space on a cleared car park.

### **Gritting or Salting**

Immediately after clearance of snow or upon receipt of instructions from the P.C., the Service Provider shall carry out an application of grit or salt at the rate of 35gm per square metre.

The Service Provider shall not spread salt near and around trees, shrubs, turf and other plant material.

### **Hedges, Trees and Other Facilities**

Should snowfall be so heavy as to present danger of damage by collapse to any tree, bush or hedge, glasshouse or other feature, the Service Provider shall, on receipt of instructions from the P.C., remove such snow by beating, shaking, sweeping or other appropriate method.

### **Emergency Highways Snow Clearance Work**

In the event of snow clearance or gritting being required in an emergency the Service Provider shall attend as instructed by the P.C.

The Service Provider will be required to clear highway pavement areas as requested by the P.C. it may be necessary to carry out these operations as Emergency Work which will involve work outside normal working hours. The snow shall be cleared to the edge of the pavement. Channels and gullies shall be kept clear in order that thawing snow can drain away. Any salting of footpaths shall be at the rate of 35gm sq. m. Salt will be supplied by the Parish Council.

## **2.12 LANDSCAPE FURNITURE (seats, bins, signs/notice boards)**

### **General**

The Service Provider shall repair any furniture that it finds to be in a dangerous condition. The Service Provider shall keep furniture clean, free from dirt, grease and other undesirable materials. All furniture shall be painted or treated with an approved preservative at least once a year between April and November. The Service Provider shall maintain seats, signs, bins and notice boards in good condition and at their original station throughout the duration of the contract. All repairs and materials shall be supplied by the Service Provider at its own expense. The Service Provider is not responsible for funding the purchase of new or replacement furniture.

### **3.0 DEFINITIONS AND CONDITIONS OF CONTRACT**

#### **3.1 Part 1 - Preliminary**

##### **3.1.1 Definitions and Interpretations**

In the Agreement unless the context otherwise requires the following terms shall have the meanings given to them below:

**“Agreement”** means this agreement between Kingsmead Parish Council hereon referred to as The Parish Council and the Service Provider consisting of these clauses and any attached Schedules, the Invitation to Tender (ITT) [the Service Provider’s Tender] [and any other documents (or parts thereof) specified by The Parish Council].

**“Approval”** and **“Approved”** means the written consent of the Parish Clerk.

**“Authority Property”** means any property, other than real property, issued or made available to the Service Provider by The Parish Council in connection with the Agreement.

**“Commencement Date”** means “Commercially Sensitive Information” means the subset of Confidential Information listed in the Commercially Sensitive Information Schedule comprised of information: which is provided by the Service Provider to The Parish Council in confidence for the period set out in that Schedule; and/or that constitutes a trade secret.

**“Commercially Sensitive Information Schedule”** means the Schedule containing a list of the Commercially Sensitive Information.

**“Confidential Information”** means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party, [all personal data and sensitive personal data within the meaning of the Data Protection Act 1998] and the Commercially Sensitive Information.

**“Parish Clerk”** means the person appointed by The Parish Council as being authorised to administer the Agreement on behalf of The Parish Council or such person as may be nominated by the Parish Clerk to act on its behalf.

**“Contracting Authority”** means any contracting authority as defined in the Public Contracts Regulations 2015 other than The Parish Council

**“Service Provider’s Representative”** means the individual authorised to act on behalf of the Service Provider for the purposes of the Agreement.

**“Default”** means any breach of the obligations of either Party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either Party, its employees, agents or sub-Service Providers in connection with or in relation to the subject matter of the Agreement and in respect of which such Party is liable to the other.

**“Equipment”** means the Service Provider’s equipment, plant, materials, and such other items supplied and used by the Service Provider in the performance of its obligations under the Agreement.

**“Environmental Information Regulations”** means the Environmental Information Regulations 2004.

**“Extension”** means the extension of the duration of the Agreement agreed in accordance with clause 3.6.7.

**“FOIA”** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

**“General Change in Law”** means a change in Law which comes into effect after the Commencement Date, where the change is of a general legislative nature (including taxation or duties of any sort affecting the Service Provider) or which would affect or relate to a comparable supply of services of the same or a similar nature to the supply of the Services.

**“Information”** has the meaning given under section 84 of the Freedom of Information Act 2000.

**“Initial Term”** means the period from the Commencement Date to the expiry date or such earlier date of termination or partial termination of the agreement in accordance with clause 3.1.2 of the Agreement.

**“Intellectual Property Rights”** means patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

**“Invitation to Tender”** means an invitation for Service Providers to bid for the Services required by The Parish Council

**“Key Personnel”** means those persons named in the Specification as being key personnel.

**“Monitoring Schedule”** means the Schedule containing details of the monitoring arrangements.

**“Month”** means calendar month.

**“Named Employee”** has the meaning given to it in clause 3.4.5.

**“Party”** means a party to the Agreement and **“Parties”** shall be construed accordingly.

**“Premises”** means the location where the Services are to be performed, as specified in the Specification.

**“Price”** means the price exclusive of any applicable Tax, payable to the Service Provider by The Parish Council under the Agreement, as set out in the Pricing Schedule, for the full and proper performance by the Service Provider of its obligations under the Agreement but before taking into account the effect of any adjustment of price in accordance with clause 3.3.4.

**“Pricing Schedule”** means the Schedule containing details of the Price.

**“Quality Standards”** means the quality standards published by the British Standards Institute, the International Organisation for Standardisation or any other equivalent body, which a skilled and experienced operator engaged in the same type of industry or business as the Service Provider would reasonably and ordinarily be expected to comply as supplemented by the Specification.

**“Regulatory Bodies”** means those government departments and regulatory statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Agreement or any other affairs of The Parish Council and **“Regulatory Body”** shall be construed accordingly.

**“Replacement Service Provider”** means any third party Service Provider appointed by The Parish Council from time to time, to provide any services which are substantially similar to any of the Services, and which The Parish Council receives in substitution for any of the Services following the expiry, termination or partial termination of the Agreement, whether those services are provided by The Parish Council internally and/or by any third party.

**“Requests for Information”** shall have the meaning set out in FOIA or any apparent request for information under the FOIA or the Environmental Information Regulations.

**“Schedule”** means a schedule attached to the Agreement.

**“Services”** means the services to be provided as specified in the Specification.

**“Specification”** means the description of the Services to be provided under the Agreement and attached as the Specification Schedule.

**“Specification Schedule”** means the Schedule containing details of the Specification.

**“Specific Change in Law”** means a change in Law which comes into effect after the Commencement Date that relates specifically to the business of The Parish Council, and which would not affect a comparable supply of services of the same or a similar nature to the supply of the Services.

**“Staff”** means all persons employed by the Service Provider to perform the Agreement together with the Service Provider’s servants, agents and sub-Service Providers used in the performance of the Agreement.

**“Tax”** means value added tax.

**“Tender”** means the Service Provider’s response to the Invitation to Tender

**“Term”** means the period of duration of the Agreement in accordance with clause 3.1.2.

**“The Service Provider”** shall mean the service provider.

**“Users”** means a reasonably representative sample of those users who consume or benefit from the Services

**“Variation”** has the meaning given to it in 3.6.3.

In the Agreement except where the context otherwise requires:

The terms and expressions set out in clause 3.1.1 shall have the meanings ascribed therein;

Words importing the singular meaning include where the context so admits the plural meaning and vice versa;

Words importing the masculine include the feminine and the neuter;

Reference to a clause is a reference to the whole of that clause unless stated otherwise;

References to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

References to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assignees or transferees;



The words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”;

Headings are included in the Agreement for ease of reference only and shall not affect the interpretation or construction of the Agreement.

### **3.1.2 Term**

The Agreement shall take effect on the Commencement Date and if not extended in accordance with this agreement, shall expire automatically 36 months later, unless terminated in accordance with the Agreement, or otherwise lawfully terminated.

The Parish Council may seek to extend the duration of the Agreement in accordance with clause 3.6.7. During the extension, the obligations under the Agreement shall continue (subject to any Variation) until the expiry of the period specified in accordance with clause 3.6.7.

### **3.1.3 Service Provider’s Status (Principal)**

In carrying out the Services the Service Provider shall be acting as principal and not as the agent of The Parish Council.

Accordingly:

- (a) The Service Provider shall not (and shall procure that its Staff do not) say or do anything that might lead any other person to believe that the Service Provider is acting as the agent of The Parish Council; and
- (b) Nothing in the Agreement shall impose any liability on The Parish Council in respect of any liability incurred by the Service Provider to any other person but this shall not be taken to exclude or limit any liability of The Parish Council to the Service Provider that may arise by virtue of either a breach of the Agreement or by negligence on the part of The Parish Council, The Parish Council’s employees, servants or agents.

### **3.1.4 The Parish Council’s Obligations**

Save as otherwise expressly provided, the obligations of The Parish Council under the Agreement are obligations of The Parish Council in its capacity as a contracting counterparty and nothing in the Agreement shall operate as an obligation upon, or in any other way fetter or constrain The Parish Council in any other capacity, nor shall the exercise by The Parish Council of its duties and powers in any other capacity lead to any liability under the Agreement (howsoever arising) on the part of The Parish Council to the Service Provider.

### **3.1.5 Entire Agreement**

The Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Agreement. The Agreement supersedes all prior negotiations,

representations and undertakings, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

In the event of and only to the extent of any conflict between the body of the Agreement, Specification, Invitation to Tender, [Service Provider's Tender] [and other documents referred to or attached to the Agreement], the conflict shall be resolved in accordance with the following order of precedence:

- (1) The body of the Agreement shall prevail over;
- (2) The Invitation to Tender;
- (3) The Service Provider's Tender
- (4) Any other document referred to in the Agreement.

The Agreement may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

### **3.1.6 Scope of Agreement**

Nothing in the Agreement shall be construed as creating a partnership or a contract of employment between The Parish Council and the Service Provider.

### **3.1.7 Notices**

Except as otherwise expressly provided within the Agreement, no Notice or other communication from one Party to the other shall have any validity under the Agreement unless made in writing by or on behalf of the Party concerned.

Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), by facsimile transmission or electronic mail (confirmed in either case by letter). Such letters shall be addressed to the other Party in the manner referred to in clause 3.1.7. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given [2] Working Days after the day on which the letter was posted, or four hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

For the purposes of clause 3.1.7, the address of each Party shall be:

- (a) For the Parish Council: P.O. Box 448, Knutsford, Cheshire. WA16 1FJ
- (b) For the Service Provider:

[ ]

[Address: ]



The Service Provider shall provide the Services during the Term in accordance with The Parish Council's requirements as set out in the Specification and the terms of the Agreement. The Parish Council shall have the power to inspect and examine the performance of the Services at The Parish Council's Premises at any reasonable time.

The Service Provider shall at all times deliver the Services in accordance with the Law.

If The Parish Council informs the Service Provider that The Parish Council considers that any part of the Services do not meet the requirements of the Agreement or differ in any way from those requirements, and this is other than as a result of default or negligence on the part of The Parish Council, the Service Provider shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Agreement within such reasonable time as may be specified by The Parish Council.

Subject to The Parish Council providing Approval in accordance with clause 3.2.3, timely provision of the Services shall be of the essence of the Agreement, including in relation to commencing the provision of the Services within the time agreed or on a specified date.

Without prejudice to any other rights and remedies The Parish Council may have pursuant to the Agreement, the Service Provider shall reimburse The Parish Council for all reasonable costs incurred by The Parish Council which have arisen as a consequence of the Service Provider's delay in the performance of its obligations under the Agreement and which delay the Service Provider has failed to remedy following reasonable notice from The Parish Council. For the avoidance of doubt, the Service Provider's obligation to reimburse The Parish Council under this clause does not arise to the extent that the delay was caused by a delay or failure by The Parish Council to provide Approval under clause 3.2.3.

### **3.2.2 Manner of Carrying Out the Services**

The Service Provider shall provide all the Equipment necessary for the provision of the Services.

The Service Provider shall make no delivery of Equipment nor commence any work on The Parish Council's Premises without obtaining The Parish Council's prior Approval.

All Equipment brought onto The Parish Council's Premises shall be at the Service Provider's own risk. The Service Provider shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto The Parish Council's Premises will remain the property of the Service Provider.

The Service Provider shall maintain all items of Equipment within The Parish Council's Premises in a safe, serviceable and clean condition.

All Equipment shall be at the risk of the Service Provider and The Parish Council shall have no liability for any loss of or damage to any Equipment unless the Service

Provider is able to demonstrate that such loss or damage was caused or contributed to by the negligence or default of The Parish Council.

The Parish Council shall have the power at any time during the performance of the Services to order in writing that the Service Provider: remove from The Parish Council's Premises any Equipment which in the opinion of The Parish Council is either hazardous, noxious or not in accordance with the Agreement; and if The Parish Council has ordered the Service Provider to remove any item of Equipment in accordance with this clause, to replace such item with a suitable substitute item of equipment.

On completion of the Services the Service Provider shall remove the equipment together with any other materials used by the Service Provider to provide the services in order to leave The Parish Council's premises in a clean, safe and tidy condition. For the avoidance of doubt the Service Provider is solely responsible for making good any damage to The Parish Council's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Service Provider or any of the Service Provider's employees, servants, agents, suppliers or sub-Service Providers.

Access to The Parish Council's Premises shall not be exclusive to the Service Provider but shall be limited to such Staff and the Service Provider's suppliers as are necessary to perform the Services concurrently with the execution of work by others. The Service Provider shall co-operate free of charge with such others on The Parish Council's premises as The Parish Council may reasonably require.

### **3.2.3 Standard of Work**

The Service Provider shall at all times comply with the Quality Standards, and where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent the standard of Services has not been specified in the Agreement, the Service Provider shall agree the relevant standard of Services with the P.C. prior to execution, and shall execute the Agreement with reasonable care and skill and in accordance with good industry practice.

The introduction of new methods or systems which impinge on the provision of the Services shall be subject to prior approval.

The signing by the P.C. (or his representative) of time sheets or other similar documents shall not be construed as implying the Service Provider's compliance with the Agreement.

### **3.2.4 Key Personnel**

Key Personnel shall not be released from providing the Services without the agreement of The Parish Council, except by reason of long-term sickness, termination of employment and other extenuating circumstances.

Any replacements to the Key Personnel shall be subject to the agreement of The Parish Council. Such replacements shall be of at least equal status or of equivalent

experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

The Parish Council shall not unreasonably withhold its agreement under clause 3.2.4. Such agreement shall be conditional on appropriate arrangements being made by the Service Provider to minimise any adverse impact on the Agreement which could be caused by a change in Key Personnel.

### **3.2.5 Service Provider's Staff**

The Parish Council reserves the right under the Agreement to refuse to admit to, or to withdraw permission to remain on, any premises occupied by or on behalf of The Parish Council: any member of the Staff; or any person employed or engaged by a sub-Service Provider, agent or servant of the Service Provider whose admission or continued presence would be, in the reasonable opinion of The Parish Council, undesirable.

The Service Provider shall ensure that it complies with UK requirements with regard to the safeguarding of children and vulnerable adults including and in particular, the use of the appropriate Disclosing and Debarring Service Check for all staff engaged on the provision of the service.

If and when directed by The Parish Council, the Service Provider shall provide a list of the names and addresses of all persons who it is expected may require admission in connection with the Agreement to any premises occupied by or on behalf of The Parish Council, specifying the capacities in which they are concerned with the Agreement and giving such other particulars as The Parish Council may reasonably desire.

The Service Provider's Staff, engaged within the boundaries of any of The Parish Council's Premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at that establishment and when outside that establishment.

The decision of The Parish Council as to whether any person is to be refused access to any premises occupied by or on behalf of The Parish Council shall be final and conclusive.

The Service Provider shall bear the cost of any notice, instruction or decision of The Parish Council under this clause.

### **3.2.6 Inspection of Premises**

Save as The Parish Council may otherwise direct, the Service Provider is deemed to have inspected the Premises before tendering so as to have understood the nature and extent of the Agreement to be carried out and be satisfied in relation to all matters connected with the performance of the Agreement.

The Parish Council shall, at the request of the Service Provider, grant such access as may be reasonable for the purpose referred to in clause 3.2.6.

### **3.2.7 Sub-Contracting for the Delivery of the Services**

Where the Service Provider enters into a sub-contract with a supplier or Service Provider for the purpose of performing the Agreement, it shall cause a term to be included in such a sub-contract which requires payment to be made of undisputed sums by the Service Provider to the sub-Service Provider within a specified period not exceeding 30 days from the receipt of a valid invoice, as defined by the sub-contract requirements.

### **3.2.8 TUPE**

The Parties recognise that the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended (TUPE) apply in respect of the award of the Contract, and that for the purposes of those Regulations, the undertaking concerned (or any relevant part of the undertaking) shall transfer to the Service Provider on the commencement of the Contract

During the period of at least three months preceding the expiry of the Contract or after The P.C. has given notice to terminate the Contract or the Service Provider stops trading, and within 20 working days of being so requested by The P.C., the Service Provider shall fully and accurately disclose to The P.C. for the purposes of TUPE all information relating to its employees engaged in providing Services under the Contract in particular, but not necessarily restricted to, the following:

- (a) The total number of personnel whose employment with the Service Provider is liable to be terminated at the expiry of this Contract but for any operation of law; and
- (b) For each person, age and gender, details of their salary, and pay settlements covering that person which relate to future dates but which have already been agreed and their redundancy entitlements (the names of individual members of staff do not have to be given); and
- (c) Information about the other terms and conditions on which the affected staff are employed, or about where that information can be found; and
- (d) Details of pensions entitlements, if any.

The Service Provider shall permit The P.C. to use the information for the purposes of TUPE and of re-tendering. The Service Provider will co-operate with the re-tendering of the contract by allowing the transferee to communicate with and meet the affected employees and/or their representatives.

The Service Provider agrees to indemnify The P.C. fully and to hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and

all other liabilities whatsoever in any way connected with or arising from or relating to the provision of information under Clause 3.2.8

In the event that the information provided by the Service Provider in accordance with this Clause becomes inaccurate, the Service Provider shall notify The P.C. of the inaccuracies and provide the amended information.

The provisions of this Condition shall apply during the continuance of this Contract and indefinitely after its termination.

During the last year of this Contract as reasonably anticipated from time to time the Service Provider shall not without the prior written consent of The Parish Council such consent not to be unreasonably withheld or delayed

- (i) Materially amend the terms of employment of any of the Staff; or
- (ii) Other than in the normal course of business or when necessity dictates such action replace any of the Staff or deploy any other person to perform the Services.

The Service Provider shall not enter into any contract of employment which contains provision for alteration of any term or redeployment of the employee by reference in either case to the termination of this Contract.

If the Service Provider is in breach of Condition 3.2.8;

- a) The Parish Council shall be entitled to require the Service Provider to withdraw the employee forthwith from the provision of the Service; and
- b) If such employee transfers under TUPE to a subsequent provider the Service Provider shall pay to The Parish Council on such transfer an amount equal to the statutory redundancy entitlement of that employee calculated according to the earliest practicable date on which the transferee employer could terminate the employment of the employee by reason of redundancy.

### **3.3 Part 3 – Payment and Price**

#### **3.3.1 Price**

In consideration of the performance of the Service Provider's obligations under the Agreement by the Service Provider, The Parish Council shall pay the Price in accordance with clause 3.3.2.

In the event that the cost to the Service Provider of performing its obligations under the Agreement increases or decreases as a result of a change of Law, the provisions of clause 3.3.4 shall apply.

The Parish Council shall pay the Service Provider, on the production of a valid Tax invoice, in addition to the Price, a sum equal to the Tax chargeable on the value of the Services provided in accordance with the Agreement.

#### **3.3.2 Payment and Tax**



The Parish Council shall pay the undisputed sums due to the Service Provider in cleared funds within 30 days of receipt and agreement of invoices, submitted monthly in arrears, for work completed to the satisfaction of The Parish Council.

Each invoice shall contain all appropriate references and a detailed breakdown of the Services and shall be supported by any other documentation reasonably required by the P.C. to substantiate the invoice.

Tax, where applicable, shall be shown separately on valid Tax invoices as a strictly net extra charge.

The Parish Council may reduce payment in respect of any Services which the Service Provider has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of The Parish Council

The Service Provider shall not suspend the supply of the Services unless the Service Provider is entitled to terminate the Agreement under clause 3.8.2 for failure to pay undisputed charges.

### **3.3.3 Recovery of Sums Due**

Wherever under the Agreement any sum of money is recoverable from or payable by the Service Provider (including any sum which the Service Provider is liable to pay to The Parish Council in respect of any breach of the Agreement), The Parish Council may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Service Provider under the Agreement or under any other agreement or contract with The Parish Council.

Any overpayment by The Parish Council to the Service Provider, whether of the Price or of Tax, shall be a sum of money recoverable by The Parish Council from the Service Provider.

The Service Provider shall make any payments due to The Parish Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Service Provider has a valid court order requiring an amount equal to such deduction to be paid by The Parish Council to the Service Provider.

### **3.3.4 Price Adjustment on Extension**

Subject to clause 3.3.1 the price shall remain fixed for the first year of the contract.

In the event of a possible Extension, The Parish Council reserves the right to review any charges payable to the Service Provider for the provision of services beyond the Initial Term.

If the Parish Council approaches the Service Provider in accordance with clause 3.6.7 concerning an extension, payment for that period will be based upon the tendered Schedule of Rates pricing schedules.

Any claim for an increase in the charges during the initial term or within an extension period will only be considered if the increase does not exceed the percentage change in the Office of National Statistics' Consumer Prices Index (or another such index as notified to the Service Provider in writing) between the Commencement Date and the date 3 months before the end of the each annual anniversary date of the contract or 3 months before the end of an extension period.

### **3.3.5 Change of Law**

The Service Provider shall neither be relieved of its obligations to perform the Services in accordance with the terms of the Agreement nor be entitled to an increase in the Price and/or any charges payable by the Service Provider as the result of:

A General Change in Law; or

A Specific Change in Law where the effect of that Specific Change in Law on the Services is known at the Commencement Date whether by publication of a Bill, as part of a Government Departmental Consultation paper, a draft Statutory Instrument, a proposal in the Official Journal of the European Union or otherwise.

If a Specific Change in Law during the Term or during any extension agreed pursuant to clause 3.3.4, the Service Provider shall notify The Parish Council of the likely effects of that change, including: whether any change is required to the Services, the Price or the Agreement; and whether any relief from compliance with the Service Provider's obligations is required, including any obligation to achieve any milestones or to meet any service level requirements at any time.

As soon as practicable after any notification in accordance with clause 3.3.6 the Parties shall discuss and agree the matters referred to in that clause and any ways in which the Service Provider can mitigate the effect of the Specific Change of Law, including:

- (a) Providing evidence that the Service Provider has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its sub-Service Providers;
- (b) Demonstrating that a foreseeable Specific Change in Law had been taken into account by the Service Provider before it occurred;
- (c) Giving evidence as to how the Specific Change in Law has affected the cost of providing the Services; and
- (d) Demonstrating that any expenditure that has been avoided has been taken into account in amending the Price.

Any increase in the Price or relief from the Service Provider's obligations agreed by the Parties pursuant to this clause 3.3.5 shall be implemented in accordance with clause 3.6.3.

## **3.4 Part 4 - Statutory Obligations, Codes of Practice and Regulations**

### **3.4.1 Prevention of Corruption**

The Service Provider shall not offer or give, or agree to give, to any employee, agent, servant or representative of The Parish Council any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or any other contract with The Parish Council, or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement or any such contract. The attention of the Service Provider is drawn to the criminal offences under the Prevention of Corruption Acts 1889 to 1916.

Canvassing Councillors or the members of a committee or sub-committee, directly or indirectly, for appointment to or by the Council shall disqualify the candidate from such an appointment. The Proper Officer shall disclose the requirements of this standing order to every candidate.

A Councillor or member of a committee or sub-committee shall not solicit a person for appointment to or by the Council or recommend a person for such appointment or for promotion but nevertheless, any such person may give a written testimonial of a candidate's ability, experience or character for submission to the Council with an application for appointment.

This standing order shall apply to tenders as if the person making the tender were a candidate for an appointment.

The Service Provider warrants that it has not paid commission or has agreed to pay any commission to any employee or representative of The Parish Council by the Service Provider or on the Service Provider's behalf.

Where the Service Provider or Service Provider's employees, servants, sub-Service Providers, suppliers or agents or anyone acting on the Service Provider's behalf, engages in conduct prohibited by clauses 3.4.1 in relation to this or any other contract with The Parish Council, The Parish Council has the right to: terminate the Agreement and recover from the Service Provider the amount of any loss suffered by The Parish Council resulting from the termination; or recover in full from the Service Provider any other loss sustained by The Parish Council in consequence of any breach of this clause, whether or not the Agreement has been terminated.

### **3.4.2 Discrimination**

The Service Provider shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Publisher shall not unlawfully discriminate within the meaning and scope of any Act of Parliament that may be in force during the term of the Contract.

The Service Provider shall take all reasonable steps to secure the observance of clause 3.4.2 by all servants, employees or agents of the Service Provider and all suppliers and sub-Service Providers employed in the execution of the Contract.

### **3.4.3 The Contracts (Rights of Third Parties) Act 1999**

No person who is not a Party to the Agreement (including without limitation any employee, officer, agent, representative, or sub-Service Provider of either The Parish Council or the Service Provider) shall have any right to enforce any term of the Agreement, which expressly or by implication, confers a benefit on him without the prior agreement in writing of both Parties, which agreement should specifically refer to the clause 30. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

### **3.4.4 Environmental Requirements**

The Service Provider shall, when working on The Parish Council's Premises, perform the Agreement in accordance with The Parish Council's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment. All green waste shall be recycled and not sent to landfill.

## **3.5 Part 5 - Protection of Information**

### **3.5.1 Data Protection Act and General Data Protection Regulation**

The Service Provider shall (and shall procure that any of its Staff involved in the provision of the Agreement) comply with any notification requirements under the Data Protection Act 1998 ("DPA") and General Data Protection Regulation 2016 ("GDPR") and both Parties will duly observe all their obligations under the DPA which arise in connection with the Agreement.

The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

### **3.5.2 Confidentiality**

Each Party:-

Shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and

shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Agreement or except where disclosure is otherwise expressly permitted by the provisions of the Agreement.

The Service Provider shall take all necessary precautions to ensure that all Confidential Information obtained from The Parish Council under or in connection with the Agreement:

- (a) Is given only to such of the Staff and professional advisors or consultants engaged to advise it in connection with the Agreement as is strictly necessary for the performance of the Agreement and only to the extent necessary for the performance of the Agreement;
- (b) Is treated as confidential and not disclosed (without prior Approval) or used by any Staff or such professional advisors or consultants otherwise than for the purposes of the Agreement.

Where it is considered necessary in the opinion of The Parish Council, the Service Provider shall ensure that Staff or such professional advisors or consultants sign a confidentiality undertaking before commencing work in connection with the Agreement. The Service Provider shall ensure that Staff or its professional advisors or consultants are aware of the Service Provider's confidentiality obligations under the Agreement.

The Service Provider shall not use any Confidential Information it receives from The Parish Council otherwise than for the purposes of the Agreement.

Nothing in this clause shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

### **3.5.3 Freedom of Information**

The Service Provider acknowledges that The Parish Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with The Parish Council (at the Service Provider's expense) to enable The Parish Council to comply with these Information disclosure requirements.

The Service Provider shall and shall procure that its sub-Service Providers shall:

- (a) Transfer the Request for Information to The Parish Council as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information;
- (b) Provide The Parish Council with a copy of all Information in its possession or power in the form that The Parish Council requires within five Working Days (or such other period as The Parish Council may specify) of The Parish Council requesting that Information; and
- (c) Provide all necessary assistance as reasonably requested by The Parish Council to enable The Parish Council to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA [or regulation 5 of the Environmental Information Regulations].

The Parish Council shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information:

- (a) Is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations;
- (b) Is to be disclosed in response to a Request for Information, and in no event shall the Service Provider respond directly to a Request for Information unless expressly authorised to do so by The Parish Council.

The Service Provider acknowledges that The Parish Council may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations to disclose Information: without consulting with the Service Provider, or following consultation with the Service Provider and having taken its views into account.

The Service Provider shall ensure that all Information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit The Parish Council to inspect such records as requested from time to time.

The Service Provider acknowledges that any lists or Schedules provided by it outlining Confidential Information are of indicative value only and that The Parish Council may nevertheless be obliged to disclose Confidential Information in accordance with clause 3.5.3.

#### **3.5.4 Security of Confidential Information**

In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the performance of the Agreement, the Service Provider undertakes to maintain security systems approved by The Parish Council. Where necessary to prevent such access, The Parish Council may require the Service Provider to alter any security systems at any time during the Term at the Service Provider's expense.

The Service Provider will immediately notify The Parish Council of any breach of security in relation to Confidential Information and all data obtained in the performance of the Agreement and will keep a record of such breaches. The Service Provider will use its best endeavours to recover such Confidential Information or data however it may be recorded. This obligation is in addition to the Service Provider's obligations under clause 3.5.2. The Service Provider will co-operate with The Parish Council in any investigation that The Parish Council considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.

#### **3.5.5 Publicity, Media and Official Enquiries**

Without prejudice to The Parish Council's obligations under the FOIA and except as required under the Public Contract Regulations 2015, neither Party shall make any

press announcements or publicise the Agreement or any part thereof in any way, except with the written consent of the other Party.

Both Parties shall take all reasonable steps to ensure the observance of the provisions of clause 3.5.5 by all their servants, employees, agents, professional advisors and consultants. The Service Provider shall take all reasonable steps to ensure the observance of the provisions of clause 3.5.5 by its sub-Service Providers.

The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

### **3.5.6 Security**

The Parish Council shall be responsible for maintaining the security of the Premises in accordance with its standard security requirements. The Service Provider shall comply with all reasonable security requirements of The Parish Council while on the Premises, and shall procure that all of its employees, agents, servants and sub-Service Providers shall likewise comply with such requirements.

The Parish Council shall provide the Service Provider upon request copies of its written security procedures and shall afford the Service Provider upon request with an opportunity to inspect its physical security arrangements.

### **3.5.7 Intellectual Property Rights**

All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:

- (a) Furnished to or made available to the Service Provider by The Parish Council shall remain the property of The Parish Council;
- (b) Prepared by or for the Service Provider for use, or intended use, in relation to the performance of the Agreement shall belong to The Parish Council and the Service Provider shall not, and shall procure that the Service Provider's employees, servants, agents, suppliers and sub-Service Providers shall not, (except when necessary for the implementation of the Agreement) without prior Approval, use or disclose any such Intellectual Property Rights, or any other information (whether or not relevant to the Agreement) which the Service Provider may obtain in performing the Agreement except information which is in the public domain.

The Service Provider shall obtain Approval before using any material, in relation to the performance of the Agreement which is or may be subject to any third party Intellectual Property Rights. The Service Provider shall procure that the owner of the rights grants to The Parish Council a non-exclusive licence, or if itself a licensee of those rights, shall grant to The Parish Council an authorised sub-licence, to use, reproduce, and maintain the material. Such licence or sub-licence shall be non-exclusive, perpetual and irrevocable, shall include the right to sub-license, transfer, novate or assign to

other Contracting Authorities, the Replacement Service Provider or to any other third party providing services to The Parish Council, and shall be granted at no cost to The Parish Council.

It is a condition of the Agreement that the Services will not infringe any Intellectual Property Rights of any third party and the Service Provider shall during and after the Term on written demand indemnify and keep indemnified The Parish Council against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which The Parish Council may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim relates to:

- (a) Designs furnished by The Parish Council;
- (b) The use of data supplied by The Parish Council which is not required to be verified by the Service Provider under any provision of the Agreement.

The Parish Council shall notify the Service Provider in writing of any claim or demand brought against The Parish Council for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Service Provider. The Service Provider shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Service Provider, provided always that the Service Provider:

- (a) Shall consult The Parish Council on all substantive issues which arise during the conduct of such litigation and negotiations;
- (b) Shall take due and proper account of the interests of The Parish Council; and
- (c) Shall not settle or compromise any claim without The Parish Council's prior written consent (not to be unreasonably withheld or delayed).

The Parish Council shall at the request of the Service Provider afford to the Service Provider all reasonable assistance for the purpose of contesting any claim or demand made or action brought against The Parish Council or the Service Provider for infringement or alleged infringement of any Intellectual Property Right in connection with the performance of the Agreement and shall be repaid all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. Such costs and expenses shall not be repaid where they are incurred in relation to a claim, demand or action which relates to the matters in clause 3.5.7.

The Parish Council shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by The Parish Council or the Service Provider in connection with the performance of the Agreement.

If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Agreement or in the reasonable opinion of the Service Provider is likely to be made, the Service Provider may at its own



expense and subject to the consent of The Parish Council (not to be unreasonably withheld or delayed) either:

- (a) Modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply with any necessary changes to such modified Services or to the substitute Services; or
- (b) Procure a licence to use and provide the Services, which are the subject of the alleged infringement, on terms which are acceptable to The Parish Council.

At the termination of the Agreement the Service Provider shall immediately return to The Parish Council all materials, work or records held, including any back-up media.

The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

### **3.6 Part 6 – Control of the Contract**

#### **3.6.1 Assignment and Sub-Contracting**

The Service Provider shall not assign, sub-contract or in any other way dispose of the Agreement or any part of it without prior Approval. Sub-contracting any part of the Agreement shall not relieve the Service Provider of any obligation or duty attributable to the Service Provider under the Agreement.

The Service Provider shall be responsible for the acts and omissions of its sub-Service Providers as though they are its own.

Where The Parish Council has consented to the placing of sub-contracts, copies of each sub-contract shall be sent by the Service Provider to The Parish Council within [2] Working Days of issue.

The Service Provider shall not use the services of self-employed individuals without prior Approval.

#### **3.6.2 Waiver**

The failure of either Party to insist upon strict performance of any provision of the Agreement or the failure of either Party to exercise any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Agreement.

No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of clause 3.1.7.

A waiver of any right or remedy arising from a breach of the Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Agreement.

### **3.6.3 Variation of the Services**

The Parish Council reserves the right on giving reasonable written notice from time to time to require changes to the Services (whether by way of the removal of Services, the addition of new Services, or increasing or decreasing the Services or specifying the order in which the Services are to be performed or the locations where the Services are to be provided) for any reasons whatsoever. Such a change is hereinafter called “a Variation”.

Any such Variation shall be communicated in writing by the P.C. to the Service Provider’s Representative in accordance with the notice provisions of clause 3.1.7. All Variations shall be in the form of an addendum to the Agreement.

In the event of a Variation the Price may also be varied. Such Variation in the Price shall be calculated by The Parish Council and agreed in writing with the Service Provider and shall be such amount as properly and fairly reflects the nature and extent of the Variation in all the circumstances. Failing agreement the matter shall be determined by negotiation or mediation in accordance with the provisions of clause 3.9.2.

The Service Provider shall provide such information as may be reasonably required to enable such varied price to be calculated.

### **3.6.4 Severability**

If any provision of the Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Agreement shall continue in full force and effect as if the Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.

In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Agreement, the Parties shall immediately commence negotiations in good faith to remedy the invalidity.

### **3.6.5 Remedies in the Event of Inadequate Performance**

Where a complaint is received or a problem indicated in any Customer Satisfaction Survey about the standard of Services or about the way any Services have been delivered or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Agreement, then the P.C. shall take all reasonable steps to ascertain whether the complaint is valid. If the P.C. so decides, he may uphold the complaint, or take further action in accordance with the provisions of clause 3.8.1 of the Agreement.

In the event that The Parish Council is of the reasonable opinion that there has been a material breach of the Agreement by the Service Provider, or the Service Provider's performance of its obligations under the Agreement has failed to meet the requirement set out in the Specification Schedule, then The Parish Council may, without prejudice to its rights under clause 3.8.1 of the Agreement, do any of the following:

- (a) Make such deduction from the Price to be paid to the Service Provider as The Parish Council shall reasonably determine to reflect sums paid or sums which would otherwise be payable in respect of such of the Services as the Service Provider shall have failed to provide or performed inadequately;
- (b) Without terminating the Agreement, itself provide or procure the provision of part of the Services until such time as the Service Provider shall have demonstrated to the reasonable satisfaction of The Parish Council that the Service Provider will be able to perform such part of the Services in accordance with the Agreement;
- (c) Without terminating the whole of the Agreement, terminate the Agreement in respect of part of the Services only (whereupon a corresponding reduction in the Price shall be made) and thereafter itself provide or procure a third party to provide such part of the relevant Services; and/or
- (d) Terminate, in accordance with clause 3.8.1, the whole of the Agreement.

The Parish Council may charge to the Service Provider any cost reasonably incurred by The Parish Council and any reasonable administration costs in respect of the provision of such part of the relevant Services by The Parish Council or by a third party to the extent that such costs exceed the Price which would otherwise have been payable to the Service Provider for such part of the relevant Services.

If the Service Provider fails to perform any of the Services to the reasonable satisfaction of The Parish Council and such failure is capable of remedy, then The Parish Council shall instruct the Service Provider to remedy the failure and the Service Provider shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 10 Working Days or such other period of time as The Parish Council may reasonably direct.

In the event that:

- (a) The Service Provider fails to comply with the Clause 3.6.5 above and the failure, is materially adverse to the commercial interests of The Parish Council or prevent The Parish Council from discharging a statutory duty; or
- (b) The Service Provider persistently fails to comply with clause 3.6.5 above, The Parish Council reserves the right to terminate the Agreement by notice in writing with immediate effect.

### **3.6.6 Remedies Cumulative**

Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

### **3.6.7 Possible Extension of Term**

Subject to satisfactory performance by the Service Provider during the Initial Term, The Parish Council may wish to extend the Agreement for a further period of up to 1 or 2 years. The Parish Council may approach the Service Provider if it wishes to do so before the end of the Initial Term. The clauses in the Agreement will apply throughout any such extended period unless otherwise stated to the contrary.

### **3.6.8 Novation**

The Parish Council shall be entitled to assign, novate or otherwise dispose of its rights and obligations under this Agreement or any part thereof to any Contracting Authority, private sector body or any other body established under statute provided that any such assignment, novation or other disposal shall not increase the burden of the Service Provider's obligations under this Agreement.

The Parish Council shall be entitled to disclose to any Transferee any Confidential Information of the Service Provider which relates to the performance of the Agreement by the Service Provider. In such circumstances The Parish Council shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Agreement and for no other purposes and shall take all reasonable steps to ensure that the Transferee accepts an obligation of confidence.

## **3.7 Part 7 - Liabilities**

### **3.7.1 Indemnity and Insurance**

Neither Party excludes or limits liability to the other Party for death or personal injury caused by its negligence or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.

The Service Provider shall indemnify and keep indemnified The Parish Council fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Agreement including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Service Provider, or any other loss which is caused directly or indirectly by any act or omission of the Service Provider. This clause shall not apply to the extent that the Service Provider is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or default, or the negligence or default of its Staff or sub-Service Providers, or by any circumstances within its or their control.

Subject always to clause 3.7.1, the liability of either Party for Defaults shall be subject to the financial limits set out in this clause 3.7.1.

- (a) The aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the property of the other under or in connection with the Agreement shall in no event exceed two million pounds (£2 million).
- (b) The annual aggregate liability under the Agreement of either Party for all Defaults (other than a Default governed by clause 3.5.6 or clause 3.7.1 shall in no event exceed 10% of the amount paid or payable by The Parish Council for the Services (as determined at the date on which the liability arises) to the Service Provider for the Service performed in that Year.

Subject always to clause 3.7.1, in no event shall either Party be liable to the other for:

- (a) Loss of profits, business, revenue or goodwill; and/ or
- (b) Indirect or consequential loss or damage.

The Service Provider shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover of £20 million in respect of all risks which may be incurred by the Service Provider, arising out of the Service Provider's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Service Provider.

The Service Provider shall hold employer's liability insurance in respect of Staff in accordance with any legal requirement for the time being in force.

The Service Provider shall produce to the P.C., on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

If, for whatever reason, the Service Provider fails to give effect to and maintain the insurances required by the Agreement The Parish Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Service Provider.

The terms of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under the Agreement. It shall be the responsibility of the Service Provider to determine the amount of insurance cover that will be adequate to enable the Service Provider to satisfy any liability referred to in clause 3.7.1.

### **3.7.2 Professional Indemnity**

The Service Provider shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or sub-Service Providers involved in the provision of the Services hold and maintain appropriate cover. To comply with its

obligations under this clause 3.7.2, and as a minimum, the Service Provider shall ensure professional indemnity insurance held by the Service Provider and by any agent, sub-Service Provider or consultant involved in the performance of Services has a limit of indemnity of not less than £20,000,000 for any Parish Council occurrences arising out of each and every event. Such insurance shall be maintained for a minimum of 6 (six) years following the expiration or earlier termination of the Agreement.

### **3.7.3 Warranties and Representations**

The Service Provider warrants and represents that:

- (a) The Service Provider has the full capacity and authority and all necessary consents (including, but not limited to, where its procedures so require, the consent of its parent company) to enter into and perform the Agreement and that the Agreement is executed by a duly authorised representative of the Service Provider;
- (b) The Service Provider shall discharge its obligations hereunder with all due skill, care and diligence including but not limited to good industry practice;
- (c) All obligations of the Service Provider pursuant to the Agreement shall be performed and rendered by appropriately experienced, qualified and trained Staff with all due skill, care and diligence;
- (d) The Service Provider is not in default in the payment of any due and payable taxes or in the filing, registration or recording of any document or under any legal or statutory obligation or requirement which default might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under the Agreement.

### **3.7.4 Liquidated Damages**

In the event that The Parish Council is of the opinion that there has been a fundamental breach of this Contract by the Service Provider, or the Service Provider's performance of its duties under the contract has failed to meet the requirements, then The Parish Council may make such deduction from the payment to be made to the Service Provider as The Parish Council shall reasonably determine to reflect sums paid or sums which would otherwise be payable in respect of such of the Services.

## **3.8 Part 8 – Default, Disruption and Termination**

### **3.8.1 Termination on Change of Control and Insolvency**

The Parish Council may terminate the Agreement by notice in writing with immediate effect where:

- (a) The Service Provider undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988, which impacts adversely and materially on the performance of the Agreement; or
- (b) The Service Provider is an individual or a firm and a petition is presented for the Service Provider's bankruptcy, or a criminal bankruptcy order is made against the Service Provider or any partner in the firm, or the Service Provider or any partner in the firm makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage the Service Provider's or firm's affairs; or
- (c) The Service Provider is a company, if the company passes a resolution for winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for, or any meeting of its directors or members resolves to make an application for an administration order in relation to it or any party gives or files notice of intention to appoint an administrator of it or such an administrator is appointed, or the court makes a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a fixed or floating charge; or
- (d) Where the Service Provider is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (e) Any similar event occurs under the law of any other jurisdiction.

The Parish Council may only exercise its right under clause 3.8.1 within six months after a change of control occurs and shall not be permitted to do so where it has agreed in advance to the particular change of control that occurs. The Service Provider shall notify the P.C. immediately when any change of control occurs.

If the Service Provider, being an individual, shall die or be adjudged incapable of managing his or her affairs within the meaning of Part VII of the Mental Health Act 1983, The Parish Council shall be entitled to terminate the Agreement by notice to the Service Provider or the Service Provider's Representative with immediate effect.

### **3.8.2 Termination on Default**

The Parish Council may terminate the Agreement, or terminate the provision of any part of the Agreement by written notice to the Service Provider or the Service Provider's Representative with immediate effect if the Service Provider commits a Default and if:

- (a) The Service Provider has not remedied the Default to the satisfaction of The Parish Council within 25 Working Days, or such other period as may be specified by The Parish Council, after issue of a written notice specifying the Default and requesting it to be remedied; or

- (b) The Default is not, in the opinion of The Parish Council, capable of remedy; or
- (c) The Default is a material breach of the Agreement.

In the event that through any Default of the Service Provider, data transmitted or processed in connection with the Agreement is either lost or sufficiently degraded as to be unusable, the Service Provider shall be liable for the cost of reconstitution of that data and shall provide a full credit in respect of any charge levied for its transmission and shall reimburse The Parish Council for any costs charged in connection with such Default of the Service Provider.

The Service Provider may terminate the Agreement if The Parish Council is in material breach of its obligations to pay undisputed charges by giving The Parish Council 60 Working Days' notice specifying the breach and requiring its remedy. The Service Provider's right of termination under this clause 3.8.2 shall not apply to non-payment of the charges or Price where such non-payment is due to The Parish Council exercising its rights under clauses 3.3.4 and 3.6.5.

### **3.8.3 Break**

The Parish Council shall have the right to terminate the Agreement, or to terminate the provision of any part of the Agreement at any time by giving three Months' written notice to the Service Provider.

### **3.8.4 Consequences of Termination**

Where The Parish Council terminates the Agreement under clause 3.8.1, or terminates the provision of any part of the Agreement under that clause, and then makes other arrangements for the provision of Services, The Parish Council shall be entitled to recover from the Service Provider the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by The Parish Council throughout the remainder of the Initial Term or any Extension. The Parish Council shall take all reasonable steps to mitigate such additional expenditure. Where the Agreement is terminated under clause 3.8.2, no further payments shall be payable by The Parish Council to the Service Provider until The Parish Council has established the final cost of making those other arrangements.

Where The Parish Council terminates the Agreement under clause 3.8.3, The Parish Council shall indemnify the Service Provider against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Service Provider by reason of the termination of the Agreement, provided that the Service Provider takes all reasonable steps to mitigate such loss. Where the Service Provider holds insurance, the Service Provider shall reduce its unavoidable costs by any insurance sums available. The Service Provider shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Service Provider as a result of termination under 3.8.2.

The Parish Council shall not be liable under clause 3.8.4 to pay any sum which:



- (a) Was claimable under insurance held by the Service Provider, and the Service Provider has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or
- (b) When added to any sums paid or due to the Service Provider under the Agreement, exceeds the total sum that would have been payable to the Service Provider if the Agreement had not been terminated prior to the expiry of the Initial Term.

### **3.8.5 Disruption**

The Service Provider shall take reasonable care to ensure that in the execution of the Agreement it does not disrupt the operations of The Parish Council, its employees or any other Service Provider employed by The Parish Council.

The Service Provider shall immediately inform The Parish Council of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Agreement.

In the event of industrial action by the Staff or the Service Provider's suppliers, the Service Provider shall seek The Parish Council's Approval to its proposals for the continuance of the performance of the Services in accordance with its obligations under the Agreement.

If the Service Provider's proposals referred to in clause 3.8.5 are considered insufficient or unacceptable by The Parish Council, then the Agreement may be terminated by The Parish Council by notice in writing with immediate effect.

If the Service Provider is temporarily unable to fulfil the requirements of the Agreement owing to disruption of normal business by direction of The Parish Council, an appropriate allowance by way of extension of time will be approved by The Parish Council. In addition, The Parish Council will reimburse any additional expense incurred by the Service Provider in fulfilling the provisions of the Agreement as a result of such disruption.

### **3.8.6 Recovery upon Termination**

Termination or expiry of the Agreement shall be without prejudice to any rights and remedies of the Service Provider and The Parish Council accrued before such termination or expiration and nothing in the Agreement shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry.

At the end of the Term (and howsoever arising) the Service Provider shall forthwith deliver to The Parish Council upon request all The Parish Council's Property (including but not limited to materials, documents, information, access keys) relating to the Agreement in its possession or under its control or in the possession or under the control of any permitted suppliers or sub-Service Providers and in default of compliance with this clause The Parish Council may recover possession thereof and

the Service Provider grants licence to The Parish Council or its appointed agents to enter (for the purposes of such recovery) any premises of the Service Provider or its permitted suppliers or sub-Service Providers where any such items may be held.

At the end of the Term (howsoever arising) and/or after the Term the Service Provider shall provide assistance to The Parish Council and any new Service Provider appointed by The Parish Council to continue or take over the performance of the Agreement in order to ensure an effective handover of all work then in progress. Where the end of Term arises due to the Service Provider's default, the Service Provider shall provide such assistance free of charge. Otherwise the Parish Council shall pay the Service Provider's reasonable costs of providing the assistance, and the Service Provider shall take all reasonable steps to mitigate such costs.

The provisions of this clause shall survive the continuance of the Agreement and indefinitely after its termination.

### **3.8.7 Force Majeure**

For the purpose of this clause, "Force Majeure" means any event or occurrence which is outside the reasonable control of the Party concerned, and which is not attributable to any act or failure to take preventative action by the Party concerned, including (but not limited to) governmental regulations, fire, flood, or any disaster. It does not include any industrial action occurring amongst the Service Provider's Staff or any staff of any sub-Service Provider.

Neither Party shall be liable to the other Party for any delay in or failure to perform its obligations under the Agreement (other than a payment of money) if such delay or failure results from a Force Majeure event. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations hereunder for the duration of such Force Majeure event. However, if any such event prevents either Party from performing all of its obligations under the Agreement for a period in excess of 6 Months, either Party may terminate the Agreement by notice in writing with immediate effect.

Any failure or delay by the Service Provider in performing its obligations under the Agreement which results from any failure or delay by an agent, sub-Service Provider or supplier shall be regarded as due to Force Majeure only if that agent, sub-Service Provider or supplier is itself impeded by Force Majeure from complying with an obligation to the Service Provider.

Clause 3.8.6 does not affect The Parish Council's rights under clause 3.8.5.

If either of the Parties becomes aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part as described in clause 3.8.6 it shall forthwith notify the other by the most expeditious method then available and shall inform the other of the period which it is estimated that such failure or delay shall continue.

For the avoidance of doubt it is hereby expressly declared that the only events which shall afford relief from liability for failure or delay of performance of the Agreement shall be any event qualifying for Force Majeure hereunder.

### **3.9 Part 9 – Dispute and Law**

#### **3.9.1 Governing Law**

The Agreement shall be governed by and interpreted in accordance with English law and the Parties submit to the exclusive jurisdiction of the courts of [England].

#### **3.9.2 Dispute Resolution**

The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within [20] Working Days of either Party notifying the other of the dispute such efforts shall involve the escalation of the dispute to the [finance director] (or equivalent) of each Party.

Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

If the dispute cannot be resolved by the Parties pursuant to clause 3.9.2 the dispute shall be referred to mediation pursuant to the procedure set out in clause 3.9.2 unless (a) The Parish Council considers that the dispute is not suitable for resolution by mediation; or (b) the Service Provider does not agree to mediation.

The performance of the Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Service Provider (or employee, agent, supplier or sub-Service Provider) shall comply fully with the requirements of the Agreement at all times.

The procedure for mediation and consequential provisions relating to mediation are as follows:

- (a) A neutral adviser or mediator (“the Mediator”) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution (“CEDR”) to appoint a Mediator.
- (b) The Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.

- (c) Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- (d) If the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- (e) Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Agreement without the prior written consent of both Parties.
- (f) If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred.

### **3.10 Part 10 - Monitoring and Liaison Meetings**

The Service Provider shall be responsible for monitoring its performance of the Agreement and shall provide The P.C. with a record of any aspect of its performance.

Liaison meetings between the Service Provider and The P.C. shall be held as required by either party, in addition to the meetings described above to consider new services.

A record of all meetings shall be made by the Service Provider and copies provided to The P.C.

The Service Provider shall be required to attend at least two meetings per annum with the Parish Council

## **4.0 QUALITY QUESTIONNAIRE**

**All tenderers must submit the following information as part of their tender submission**

### **1/ ORGANISATION AND MANAGEMENT - 5 Points**

- How will service be managed?
- Works scheduling/programming arrangements.
- Communication links between supervisors and work force and with Service Provider and Parish Council.
- Emergency cover arrangements.
- Complaints procedure.

- Procedures for dealing with risks and accidents and compliance with Health and Safety at work regulations.

## **2/ TRANSPORT/EQUIPMENT/MACHINERY - 5 Points**

Details of vehicles and machinery to be used on the contract.

What is the age profile of the fleet, i.e. will it be new.

Arrangements in place of transport/machinery breakdown.

Vehicle and plant replacement policy.

## **3/ SERVICE DELIVERY - 15 Points**

Details of staff who will be employed on the contract, e.g. qualifications, experience, training courses.

Seasonal Working Hours Arrangement.

What arrangements will there be in place to cover for absenteeism.

Out of normal working hours contact arrangements.

How staff will be deployed across the various activities.

Company policy with regard to:

- Environmental policy
- Wearing of uniforms.
- I.D. cards.
- Public awareness.
- Items found whilst performing services.
- Conduct of staff.

Depot Facilities

Work Programming

## **4/ MOBILISATION AND ACTION - 10 Points**

Ability of a Service Provider to ensure that there is a seamless provision of the service when at the commencement of the contract.

- Resourcing the contract, i.e. recruitment arrangements prior to contract start date.
- Understanding of Council's standing orders and codes of practice.

- Communication systems.
- Premises to be used.
- Administration and central support proposals.
- Submission of a detailed operational programme.

## **5/ EXIT STRATEGY - 5 Points**

Prior to the end of the contract period, the Service Providers proposals should indicate what arrangements will be put in place to ensure that there is a seamless transition of service delivery into the following contract including:

- Disclosure of T.U.P.E. information.
- Provision of work programmes.
- Completion of work programmes.
- Liaison with new (if appropriate) service provision.

## **5.0 PRICING SCHEDULES**

### **5.1 Pricing of Tender**

All Bills of Quantity, Schedule of Rate (S.O.R.), Provisional and Day Work prices are to include all operational related costs, i.e. employees, provision of transport and machinery, supply of materials, insurances, departmental and corporate support costs, etc., and in addition, the costs associated with:

- Monitoring and liaison meetings;
- Site inspections;
- Removal of all arisings and debris from site;
- Replacement of damaged planting stock;
- The S.O.R. prices for all tasks detailed in the Bill of Quantities shall include the cost of all associated work detailed in the relevant specification reference, e.g.:

S.O.R prices for grass cutting shall include all edging work and strimming around obstacles as referred to in the Specification clause 2.6;

S.O.R. prices for litter collection shall allow for the removal and disposal of leaf fall as referred to in the specification clause 2.4;

- Tenderers are advised that the frequencies of operation included in the pricing schedules are indicative frequencies and site standards are

required to conform to the output requirements of the service specification;

- As stated in 2.1 General Specification, the site measurements detailed in the Bill of Quantities are only to be used as a guide and it is the service provider's responsibility to satisfy themselves as to their accuracy;
- The rate per square metre for the planting and maintenance of seasonal bedding and herbaceous borders, which incorporates tasks with varying frequencies, shall be shown as an annual rate per square metre. (see specification reference 2.7 and 2.9)

During the agreement period, both the site details stated in the Bill of Quantities and the standards of work set out in the specification may be reassessed, and the S.O.R. prices will be used by Kingsmead Parish Council as the basis for adjusting the payment for the provision of the service resulting from any variations to quantities of the work, scope of work, working standards and frequencies of operation.

## 5.2 Schedule of Rate/Bill of Quantities Costs. Tenderers to complete rate and annual sum columns for each site

### PLAY AREAS

Spec Ref	Activity	Quantity Sq. m./lin. m	UOM	Rate £/UOM	Freq.	Annual Sum
	<b>BURWARDSLEY WAY PARK</b>					
2.6	Grass Cutting	1280	Sq. m		14	
2.7	Maintain Shrubs	407	Sq. m		1	
2.8	Maintain Hedges	311	Sq. m		1	
2.4	Path Sweep	105	Sq.m		4	
2.4	Litter Pick	1540	Sq. m		52	
2.4	Dog Bin	1	No.		52	
2.10	Maintain Bark Area	155	Sq. m		52	
	<b>KENSINGTON WAY PARK</b>					
2.6	Grass Cutting	4655	Sq. m		14	
2.8	Maintain Hedges	582	Sq. m		1	
2.4	Path Sweep	230	Sq. m		4	
2.4	Litter Pick	5045	Sq. m		52	
2.4	Litter Bin	2	No.		52	
2.4	Dog Grid	2	No.		2	
2.7	Herbaceous Borders	10	Sq. m		-	
2.10	Maintain Bark Areas	155	Sq. m		52	
2.7	Maintain Shrubs	272	Sq. m		1	
	<b>PULFORD CLOSE PARK</b>					
2.6	Grass Cutting	2270	Sq. m		14	
2.7	Maintain Shrubs	217	Sq. m		1	
2.8	Maintain Hedges	679	Sq. m		1	
2.10	Maintain Bark Areas	150	Sq. m		52	
2.4	Path Sweep	325	Sq. m		4	
2.4	Litter Pick	2810	Sq. m		52	
2.4	Dog Bin	1	No.		52	
2.4	Litter Bin	1	No.		52	
	<b>DUKES WAY 1</b>					
2.6	Grass Cutting	1150	Sq. m		14	
2.8	Maintain Hedges	294	Sq. m		1	
2.10	Maintain Bark Areas	180	Sq. m		52	
2.4	Path Sweep	2535	Sq. m		4	
2.4	Litter Pick	800	Sq. m		52	
2.4	Litter Bin	1	No.		52	



Spec Ref	Activity	Quantity Sq. m./lin. m	UOM	Rate £/UOM	Freq.	Annual Sum
	<b>DUKES WAY 2</b>					
2.6	Grass Cutting	1087	Sq. m		14	
2.7	Maintain Shrubs	25	Sq. m		1	
2.8	Maintain Hedges	255	Sq. m		1	
2.10	Maintain Bark Areas	110	Sq. m		52	
2.10	Litter Bin	1	No.		52	
2.4	Litter Pick	1460	Sq. m		52	
2.4	Path Sweep	49	Sq. m		4	
	<b>MONARCH DRIVE</b>					
2.6	Grass Cutting	1240	Sq. m		14	
2.7	Maintain Shrubs	350	Sq. m		1	
2.8	Maintain Hedges	351	Sq. m		1	
2.10	Maintain Bark Areas	210	Sq. m		52	
2.4	Path Sweep	260	Sq. m		4	
2.4	Litter Pick	2060	Sq. m		52	
2.4	Litter Bin	1	No.		52	
2.4	Dog Bin	1	No.		52	
	<b>CAMPBELL CLOSE</b>					
2.6	Grass Cutting	890	Sq. m		14	
2.7	Maintain Shrubs	90	Sq. m		1	
2.10	Maintain Bark Area	180	Sq. m		52	
2.4	Path Sweep	41	Sq. m		4	
2.4	Litter Pick	1111	Sq. m		52	
2.4	Litter Bin	1	No.		52	
	<b>CAPESTHORNE CLOSE</b>					
2.6	Grass Cutting	710	Sq. m		14	
2.8	Maintain Hedges	187	Sq. m		1	
2.10	Maintain Bark Areas	116	Sq. m		52	
2.4	Path Sweep	140	Sq. m		4	
2.4	Litter Pick	1032	Sq. m		52	
2.4	Litter Bin	1	No.		52	
2.7	Maintain Shrubs	100	Sq. m		1	
	<b>KINGSLAWN CLOSE PLAY AREA</b>					
2.6	Grass Cutting	450	Sq. m		14	
2.7	Maintain shrubs	110	Sq. m		1	
2.8	Maintain Hedges	270	Sq. m		1	
2.10	Maintain Bark Areas	150	Sq. m		52	
2.4	Litter Pick	600	Sq. m		52	
2.4	Litter Bin	1	No.		52	



	<b>AREA – ST. GEORGES AREA AND SPINE ROAD</b>					
<b>Spec Ref</b>	<b>Activity</b>	<b>Quantity</b>	<b>UOM</b>	<b>Rate £ UOM</b>	<b>Freq.</b>	<b>Annual Sum</b>
	<b>ST. GEORGES FIELD</b>					
2.6	Grass Cutting	8140	Sq. m		14	
2.6	Maintain Wild flower Areas	1790	Sq. m		1	
2.8	Maintain Hedges	1147	Sq. m		1	
2.4	Litter Pick	10030	Sq. m		12	
2.4	Litter Bin	1	No.		52	
2.4	Dog Bin	1	No.		52	
	<b>AREA OPPOSITE SJD COLLEGE</b>					
2.6	Grass Cutting	11870	Sq. m		14	
2.6	Mow Bulb Areas	370	Sq. m		10	
2.6	Maintain Wild flower Areas	1530	Sq. m		2	
2.7	Maintain Shrub	20	Sq. m		1	
2.8	Maintain Hedges	479	Sq. m		1	
2.4	Litter Pick	13420	Sq. m		12	
2.4	Path Sweep	40	Sq. m		4	
2.9	Flower beds	10	Sq. m		-	
	<b>ST GEORGES WAY JUNCTION</b>					
2.8	Maintain Hedges	261	Sq. m		1	
	<b>KINGSMEAD SPINE ROAD</b>					
2.6	Grass Cutting	2175	Sq. m		14	
2.6	Maintain Wild Flower Areas	1570	Sq. m		1	
2.7	Maintain Shrubs	150	Sq. m		1	
2.4	Litter Pick	3795	Sq. m		12	
	<b>SOUTH OF HEADWORTH CLOSE ROUNDABOUT</b>					
2.6	Grass Cutting	1270	Sq. m		14	
2.7	Maintain Shrubs	40	Sq. m		1	
2.8	Maintain Hedges	228	Sq. m		1	
2.4	Litter Pick	1513	Sq. m		12	
2.4	Path Sweep	243	Sq. m		4	

	<b>AREA - SEPARATE FOOTPATHS</b>					
Spec Ref	Activity	Quantity	UOM	Rate £ UOM	Freq.	Annual Sum
	<b>MEREWORTH DRIVE / KING EDWARD CLOSE PATH</b>					
2.6	Grass Cutting	115	Sq. m		14	
2.8	Maintain Hedges	98	Sq. m		1	
2.4	Litter Pick	160	Sq. m		12	
2.4	Path Sweep	45	Sq. m		4	
	<b>ST. GEORGES WAY TO CHELFORD DRIVE PATH</b>					
2.6	Grass Cutting	70	Sq. m		14	
2.8	Maintain Hedges	122	Sq. m		1	
2.4	Litter Pick	160	Sq. m		12	
2.4	Path Sweep	9	Sq. m		4	
	<b>PULFORD CLOSE TO BICKERTON WAY PATH</b>					
2.6	Grass Cutting	115	Sq. m		14	
2.4	Litter Pick	197	Sq. m		12	
2.4	Path Sweep	82	Sq. m		4	
	<b>BLAKEMERE DRIVE PATH TO SPINE ROAD</b>					
2.7	Maintain Shrubs	50	Sq. m		1	
2.4	Litter Pick	59	Sq. m		12	
2.4	Path Sweep	59	Sq. m		4	
	<b>DUKES WAY TO MONARCH DRIVE PATH</b>					
2.6	Grass Cutting	1100	Sq. m		14	
2.7	Maintenance shrubs	70	Sq. m		1	
2.8	Maintain Hedges	1420	Sq. m		1	
2.4	Litter Pick	1720	Sq. m		12	
2.4	Path Sweep	620	Sq. m		4	
2.4	Litter Bin	1	No.		52	

Spec Ref	Activity	Quantity	UOM	Rate £ UOM	Freq.	Annual Sum
	<b>DUKES WAY SUBSTATION TO MONARCH DRIVE PATHS</b>					
2.6	Grass Cutting	225	Sq. m		14	
2.7	Maintain Shrubs	230	Sq. m		1	
2.4	Litter Pick	225	Sq. m		12	
	<b>TOP PATH WESTERN WOODLAND AND SLUICE POND</b>					
2.6	Mow Path Edge	800	Sq. m		2	
2.6	Grass Cutting	865	Sq. m		14	
2.7	Maintain Shrubs	32	Sq. m		1	
2.8	Maintain Hedges	3338	Sq. m		1	
2.4	Litter Pick	2500	Sq. m		12	
2.4	Path Sweep	555	Sq. m		4	
2.4	Dog Bins	2	No.		52	
	<b>WOBBURN CLOSE TOP PATH TO BOTTOM PATH</b>					
2.6	Grass Cutting	8	Sq. m		14	
2.4	Litter Pick	120	Sq. m		12	
	<b>BUCKINGHAM DRIVE CAR PARK AND SIDE PATH</b>					
2.4	Litter Pick	525	Sq. m		12	
2.8	Maintain Hedge	352	Sq. m		1	
	<b>PALMER CLOSE TO KINGSMEAD SPINE ROAD</b>					
2.4	Litter Pick	15	Sq. m		12	
2.4	Path Sweep	15	Sq. m		4	
	<b>SANDBACH DRIVE TO WHEELLOCK CLOSE</b>					
2.6	Grass Cutting	150	Sq. m		14	
2.8	Maintain Hedge	38	Sq. m		1	
2.4	Litter Pick	150	Sq. m		12	
2.8	Maintain Hedges	123	Sq. m		1	

Spec Ref	Activity	Quantity	UOM	Rate £ UOM	Freq.	Annual Sum
	<b>AREA - REGENCY WAY</b>					
	<b>KINGSMEAD TO REGISTRY CLOSE</b>					
2.6	Grass Cutting	673	Sq. m		14	
2.7	Maintain Shrubs	132	Sq. m		1	
	<b>REGISTRY CLOSE ROUNDABOUT</b>					
2.6	Grass Cutting	1110	Sq. m		14	
2.8	Maintain Hedges	398	Sq. m		1	
	<b>SPROSTON WAY TO BICKERTON WAY</b>					
2.6	Grass Cutting	2094	Sq. m		14	
2.7	Maintain Shrubs	120	Sq. m		1	
2.8	Maintain Hedges	1103	Sq. m		1	
2.4	Litter Bin	1	No.		52	
	<b>BICKERTON WAY</b>					
2.6	Grass Cutting	1655	Sq. m		14	
2.7	Maintain Shrubs	176	Sq. m		1	
2.8	Maintain Hedges	534	Sq. m		1	
2.4	Dog Bin	1	No.		52	
	<b>ROUNDABOUT TO BRIDGEMERE WAY</b>					
2.6	Grass Cutting	675	Sq. m		14	
2.8	Maintain Hedges	582	Sq. m		1	
2.4	Litter Bin	1	No.		52	
	<b>BRIDGEMERE WAY TO WALL</b>					
2.6	Grass Cutting	41	Sq. m		14	
2.8	Maintain Hedges	87	Sq. m		1	
	<b>BRIDGEMERE WAY TO PICTON CLOSE</b>					
2.6	Grass Cutting	860	Sq. m		14	
2.8	Maintain Hedge	193	Sq. m		1	
Spec Ref	Activity	Quantity	UOM	Rate £ UOM	Freq.	Annual Sum

	<b>STYAL CLOSE / SHAVINGTON WAY</b>					
2.6	Grass Cutting	578	Sq. m		14	
2.7	Maintain Shrubs	12	Sq. m		1	
	<b>SHAVINGTON WAY</b>					
2.8	Maintain Hedges	450	Sq. m		1	
2.4	Litter Bin	1	No.		52	
2.4	Dog Bin	1	No.		52	
	<b>SPINE ROAD VERGE BETWEEN REGENCY WAY JUNCTIONS</b>					
2.8	Maintain Hedges	1179	Sq. m		1	
2.6	Grass Cutting	900	Sq. m		14	
	<b>OUTERSIDE OF REGENCY WAY</b>					
	<b>BURWARDSLEY WAY TO BISHOPGATE DRIVE</b>					
2.6	Grass Cutting	743	Sq. m		14	
2.7	Maintain Shrubs	26	Sq. m		1	
2.8	Maintain Hedges	443	Sq. m		1	
	<b>BLANDFORD DRIVE</b>					
2.6	Grass Cutting	523	Sq. m		14	
2.8	Maintain Hedges	324	Sq. m		1	
2.4	Litter Bin	1	No.		52	
	<b>EDDISBURY WAY</b>					
2.6	Grass Cutting	440	Sq. m		14	
2.7	Maintain Shrubs	12	Sq. m		1	
	<b>KENSINGTON PARK ENTRANCE</b>					
2.6	Grass Cutting	305	Sq. m		14	
2.8	Maintain Hedges	35	Sq. m		1	
	<b>KENSINGTON WAY MINI ROUNDABOUT</b>					
2.6	Grass Cutting	10	Sq. m		14	

Spec Ref	Activity	Quantity	UOM	Rate £ UOM	Freq.	Annual Sum
	<b>CORONET AVENUE</b>					
2.6	Grass Cutting	1895	Sq. m		14	
2.8	Maintain Hedges	400	Sq. m		1	
	<b>CORONET POND AREA</b>					
2.6	Grass Cutting	1170	Sq. m		14	
2.7	Maintain Shrubs	40	Sq. m		1	
2.8	Maintain Hedge	215	Sq. m		1	
2.4	Path Sweep	215	Sq. m		4	
2.4	Litter Bin	1	No.		52	
	<b>REGENCY WAY</b>					
2.4	<b>Total Litter Pick</b>	13662	Sq. m		12	
	<b>DUKES WAY POND SECTION / INTO DUKESWAY</b>					
2.6	Grass Cutting	3765	Sq. m		14	
2.7	Maintain Shrubs	352	Sq. m		1	
2.8	Maintain Hedges	404	Sq. m		1	
2.4	Litter Pick	3765	Sq. m		12	
2.4	Path Sweep	270	Sq. m		4	
2.4	Litter Bins	3	No.		52	
2.4	Dog Bin	1	No.		52	
Spec Ref	Activity	Quantity	UOM	Rate £ UOM	Freq.	Annual Sum



	<b>AREA – WESTERN BOUNDARY/ MONARCH DRIVE</b>					
	<b>MONARCH DRIVE</b>					
2.6	Grass Cutting	2008	Sq. m		14	
2.4	Litter Pick	3308	Sq. m		12	
2.4	Maintain Wildflower Area	1300	Sq. m		1	
2.4	Dog Bin	1	No.		52	
2.4	Litter Bin	1	No.		52	
2.7	Maintain Shrubs	450	Sq. m		1	
	<b>DUKES WAY</b>					
2.6	Grass Cutting	215	Sq. m		14	
2.7	Maintain Shrubs	152	Sq. m		1	
2.4	Litter Pick	215	Sq. m		12	
	<b>WOBURN CLOSE</b>					
2.6	Grass Cutting	130	Sq. m		14	
2.8	Maintain Hedges	44	Sq. m		1	
2.4	Litter Pick	130	Sq. m		12	
	<b>BUCKINGHAM DRIVE</b>					
2.8	Maintain Hedges	339	Sq. m		1	
2.4	Litter Pick	525	Sq. m		12	
	<b>WILTON CLOSE</b>					
2.6	Grass Cutting	60	Sq. m		14	
2.8	Maintain Hedge	48	Sq. m		1	
2.4	Litter Pick	60	Sq. m		12	
	<b>EARLS WAY</b>					
2.6	Grass Cutting	190	Sq. m		14	
2.7	Maintain Shrubs	25	Sq. m		1	
2.8	Maintain Hedge	195	Sq. m		1	
2.4	Litter Pick	190	Sq. m		12	
	<b>ROSSETT CLOSE</b>					
2.6	Grass Cutting	20	Sq. m		14	
2.4	Litter Pick	20	Sq. m		12	
	<b>ASHTON CLOSE</b>					
2.8	Maintain Hedge	84	Sq. m		1	





Spec Ref	Activity	Quantity	UOM	Rate £ UOM	Freq.	Annual Sum
	<b>AREA – SOUTHERN WOODLAND BOUNDARY</b>					
	<b>ROYAL GARDENS</b>					
2.8	Maintain Hedges	500	Sq. m		1	
2.4	Litter Bin	1	No.		52	
	<b>CAPESTHORNE CLOSE</b>					
2.6	Grass Cutting	150	Sq. m		14	
2.4	Litter Pick	150	Sq. m		12	
	<b>TATTON CLOSE</b>					
2.6	Grass Cutting	766	Sq. m		14	
2.8	Maintain Hedge	430	Sq. m		1	
2.4	Litter Pick	766	Sq. m		12	
2.8	Maintain Hedges	436	Sq. m		1	
	<b>CLAREMONT CLOSE</b>					
2.6	Grass Cutting	200	Sq. m		14	
2.4	Litter Pick	200	Sq. m		12	
	<b>CORONET AVENUE</b>					
2.6	Grass Cutting	300	Sq. m		14	
2.8	Maintain Hedge	260	Sq. m		1	
2.4	Litter Pick	300	Sq. m		12	
	<b>CLOCKTOWER SECTION</b>					
2.6	Grass Cutting	1115	Sq. m		14	
2.9	Flower Beds	25	Sq. m		-	
2.4	Litter Pick	1140	Sq. m		12	
2.4	Litter Bin	1	No.		52	

Spec Ref	Activity	Quantity	UOM	Rate £ UOM	Freq.	Annual Sum
	<b>AREA – MOOR PARK WAY, STRETTON WALK, MEMORIAL SECTION OF KINGSMEAD</b>					
	<b>MOOR PARK WAY</b>					
2.6	Grass Cutting	4821	Sq. m		14	
2.7	Maintain Shrubs	449	Sq. m		1	
2.4	Path Sweep	990	Sq. m		4	
2.4	Litter Pick	4821	Sq. m		12	
2.4	Litter Bins	1	No.		52	
2.4	Dog Bin	2	No.		52	
	<b>STRETTON WALK</b>					
2.6	Grass Cutting	498	Sq. m		14	
2.6	Grass Cutting - Strim	800	Sq. m		1	
2.6	Strim Grass Edge	92	Sq. m		14	
2.4	Litter Pick	456	Sq. m		12	
2.8	Maintain Hedge	320	Sq. m		1	
	<b>WAYSTEAD CLOSE</b>					
2.8	Maintain Hedge	92	Sq. m		1	
	<b>KINGSMEAD MEMORIAL</b>					
2.6	Grass Cutting	3160	Sq. m		14	
2.7	Maintain Shrubs	450	Sq. m		1	
2.8	Maintain Hedge	604	Sq. m		1	
2.9	Flower Beds	8	Sq. m		-	
2.4	Path Sweep	180	Sq. m		4	
2.4	Litter Pick	3168	Sq. m		12	
2.4	Litter Bin	1	No.		52	
	<b>ROWTON CLOSE</b>					
2.6	Grass Cutting	15	Sq. m		14	
2.8	Maintain Shrubs	150	Sq. m		1	
2.4	Litter Pick	15	Sq. m		52	
	<b>LAVISTER CLOSE</b>					
2.7	Maintain Shrubs	40	Sq. m		1	
	<b>TOTAL ANNUAL TENDERED SUM</b>	_____	_____	_____	_____	

### 5.3 Provisional Work – Schedule of Rate Cost

Tenderers are required to submit Schedule of Rate prices for the following range of activities that the Council may require the Contractor to provide within the contract period.

The Schedule of Rate costs for provisional work may be taken into account in the tender evaluation process.

Spec Ref	Description		U.O.M. Sq. M <sup>2</sup>	Rate / U.O.M.
2.4	Wash Litter Bin		Item	
2.4	Wash Dog Bin		Item	
2.5	Total Weed Control Up to 500 m <sup>2</sup> 500 m <sup>2</sup> to 2000 m <sup>2</sup> Above 2000 m <sup>2</sup>			
2.5	Selective Weed Control in Grass Up to 500 m <sup>2</sup> 500 m <sup>2</sup> to 2000 m <sup>2</sup> Above 2000 m <sup>2</sup>			
2.5	Weed Control Spot Treatment		M <sup>2</sup>	
2.6	Redefine Grass Edges Up to 500 lin. m. 500 lin. m. to 1000 lin. m. Above 1000 lin. m.		Lin. m.	
2.8	Removal of Ivy		M <sup>2</sup>	
2.7	Shrub Planting Up to 30 m <sup>2</sup> Above 30 m <sup>2</sup>		M <sup>2</sup>	
2.7	Fork over Shrub Beds Up to 50 m <sup>2</sup> Above 50 m <sup>2</sup>		M <sup>2</sup>	
2.12	Maintain Landscape Furniture		Item	
2.12	Cleansing of Signs		Item	
2.11	Snow Clearance and Winter Gritting Up to 50 M <sup>2</sup> 50 M <sup>2</sup> – 100 M <sup>2</sup> 100 M <sup>2</sup> – 500 M <sup>2</sup> Above 500 M <sup>2</sup>		M <sup>2</sup>	
2.10	Maintenance/Inspection of Play Equipment		Annual Sum	

	Location			
	Kensington Way Pulford Close Capesthorpe Close Burwardsley Way Dukes Way 1 Dukes Way 2 Monarch Drive Campbell Close Kingslawn Close			

#### 5.4 **Day work Rates**

Hourly rate for the provision of grounds maintenance services inclusive of all labour, machinery, materials, supervision, etc.

Activity	Normal hours rate	Outside normal hours rate		
		Monday to Friday	Saturday	Sunday and Bank Holiday
General Grounds Maintenance excluding grass cutting				

#### 5.5 VAT

The price inserted on the form of tender must be based on rates that exclude Value Added Tax.

## 6.0 CONTRACT VARIATION FORM

Please detail below all matters (Technical, Commercial or Contractual) where you are unable to comply with the requirements laid down in the Invitation to Tender documentation. Sequentially number each point in the first column for ease of reference. If required, take copies of this blank form for additional points of non-compliance.

TENDERER:

PAGE \_\_\_\_\_ OF \_\_\_\_\_

Section of Tender Document	Area of Non-Compliance	Extent of Non-Compliance / Alternative Proposal

<b>Signed</b>	
<b>Print Name</b>	
<b>Dated</b>	
<b>Job Title</b>	
<b>Company Name</b>	



## 7.0 TENDER FORM

I/we the undersigned hereby offer to supply in accordance with the Customer's Tender documentation (Terms and Conditions of Contract, Instructions to Tenderers, Specification, Commercial Questionnaire and Variation from Contract Terms Form) the services specified to the satisfaction of your duly authorised representatives.

<b>Signed</b>	
<b>Print Name</b>	
<b>Dated</b>	
<b>Job Title</b>	
<b>Company Name</b>	
<b>Address</b>	
<b>Telephone No.</b>	
<b>Email Address</b>	

## 8.0 CERTIFICATE THAT THE TENDER IS BONA FIDE

In recognition of the principle that the essence of selective tendering is that Kingsmead Parish Council shall receive bona fide competitive tenders from all those tendering **WE CERTIFY THAT:**

- 1 The Tender submitted herewith is a bona fide tender, intended to be competitive.
- 2 We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person.
- 3 We have not done and we undertake that we will not do at any time before the hour specified for the return of the Tender any of the following acts:
  - (a) Communicate to any other person other than the persons calling for these tenders the amounts or approximate amount of the proposed Tender (except where disclosure, in confidence, of the approximate amount of the Tender is essential to obtain insurance premium quotations required for the preparation of the Tender);
  - (b) Enter into any agreement with any person that he shall refrain from tendering or as to the amount of any tender to be submitted; and
  - (c) Offer or pay or agree to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or having caused to be done in relation to any other tender or proposed tender any act or thing of the sort described above.

In this certificate:

- 1 "persons" includes any person or body or association or partnership corporate or unincorporated.
- 2 "any agreement or arrangement" includes any transaction of the sort described above, formal, or informal and whether legally binding or not.

Signed \_\_\_\_\_ (as in Form of Tender)

Name \_\_\_\_\_

Date \_\_\_\_\_

Company \_\_\_\_\_

Position \_\_\_\_\_