

### **Conditions of Contract**

The contract will be let under common law of Offer and Acceptance with the proviso that all the South Woodham Ferrers Town Council Supplementary Conditions and documents take precedence.

### **Supplementary Conditions**

#### **1.00 General**

- 1.01 Provision of a tender or acceptance of a verbal or written instruction shall be on the understanding that the contractor accepts South Woodham Ferrers Town Council terms and conditions and waves any and all of his terms and conditions.
- 1.02 Any delay or omission on the part of the South Woodham Ferrers Town Council in enforcing any term or condition, right or remedy shall not be a waiver of any term or condition right or remedy whatsoever of the South Woodham Ferrers Town Council.
- 1.03 The South Woodham Ferrers Town Council or their appointed Project Managers reserves the right to refuse entry to any employee or representative of the contractor or instruct the contractor to remove any employee or representative from the South Woodham Ferrers Town Council premises and grounds. If the contractor is thus instructed the employee or representative must leave within 60 minutes of receiving the instruction. In either case the South Woodham Ferrers Town Council is not obliged to give a reason.
- 1.04 The contractor, his employees or representative will only accept instruction from or the South Woodham Ferrers Town Council or their appointed Project Managers.
- 1.05 The contractor, his employees or representative is not to remove or allow to be removed any item or article belonging to the South Woodham Ferrers Town Council without the express written permission of South Woodham Ferrers Town Council

#### **2.00 Security**

- 2.01 The contractor is to ensure that all his employees or sub-contractors remain within the working area or permitted routes at all times
- 2.02 The contractor is responsible for security within the area their works are taking place and any other areas they have keys for or that are opened at their request. If any of the South Woodham Ferrers Town Council property or goods are removed from the rooms or areas, then the cost of replacement on a new for old bases will be met by the contractor. These cost may at the South Woodham Ferrers Town Council discretion, be taken from any outstanding accounts.

- 2.03 The contractor may be handed keys for their use. The contractor will not copy or allow others to copy any keys. All keys are to be handed back to the South Woodham Ferrers Town Council at practical completion of works.
- 2.04 The contractor is responsible for the security of any keys in his possession at all times. Should any be lost or stolen the contractor is to advise the South Woodham Ferrers Town Council immediately and bear the cost of replacing any and all locks affected.
- 2.05 The contractor is not to infringe, enter or attempt to enter any of the children's' activity buildings or grounds without the direct instruction of the South Woodham Ferrers Town Council or their appointed Project Managers
- 3.00 **Vehicles**
- 3.01 All roadways within the South Woodham Ferrers Town Council works area relating to this project have a 5mph speed limit which must be strictly observed at all times.
- 3.02 The South Woodham Ferrers Town Council does not guarantee to provide parking on site. Parking on site is only to be within the designated parking areas. Parking on the roadways is strictly forbidden. If requested any vehicle is to be moved immediately to another area or off site as directed.
- 4.00 **Insurance**
- 4.01 The contractor and or his sub-contractors must have the appropriate insurance to cover all accepted risk and indemnify the South Woodham Ferrers Town Council against claims for loss of property, personal injury and damage to: the works, buildings, structures, plant and other things caused by the action or non-action of the contractor, his staff, sub-contractors or suppliers. A copy of the insurance certificate is to be supplied to the South Woodham Ferrers Town Council before works start. You will require a minimum public liability insurance cover of £10 million.
- 5.00 **Payments and Charges**
- 5.01 Payments will be made against invoices quoting our order number or letter reference within 30 days after receipt at the South Woodham Ferrers Town Council. This time period can be reduced if a suitable discount is agreed.
- 5.02 Each order/letter has a stated maximum value. No submission for payment in excess of this value will be accepted unless approval in writing is given before the works or supply of materials has taken place.
- 5.03 Interim payments will not be made on a contract of less than four weeks duration or with a financial value of less than five thousand pounds.
- 5.04 Payments will only be made against material on site and works completed.
- 5.05 Application for payment is to be made via the appointed Project Managers who will agree the payment with the contractor before the invoice can be submitted to South Woodham Ferrers Town Council. If agreement cannot be reached then an independent QS will review the payment requested and will set the amount to be invoiced. The charges for the QS to do this will be met by the contractor.

**6.00 Site Working**

- 6.01 Works are to be carried out in or around occupied premises. The contractor is to proceed with the minimum of inconvenience and nuisance to occupants and users. Any noisy operations are to be carried out between 8.30 and 17.30 Monday to Friday
- 6.02 Noise levels are to comply with BS 5228. The playing of radios or equipment of similar nature is forbidden.
- 6.03 Only qualified or approved personnel are to be used on Electrical works. The certificates of qualification are to be made available to the South Woodham Ferrers Town Council or their appointed Project Managers on request.
- 6.04 Works are to start on the agreed date and are to be carried out as a continual process until completion by the agreed date. The staff levels are to be maintained at all times to achieve this and to include full supervision of all site operatives
- 6.05 All waste and rubbish is to be cleared on a regular basis and not allowed to build up. The whole site is to be kept clean and tidy at all times.
- 6.06 When waste is removed from site, a waste transfer note must be completed. It should identify the nature and quantity of the waste, and the location of the site it's being taken to. A copy of each note is to be supplied to South Woodham Ferrers Town Council or their appointed CD. The contractor must never allow waste to be taken away from site without a waste transfer note.

**7.00 Breach of Contract**

- 7.01 As an elected body the Town Council will act with due care and diligence in the spending of public money. Therefore we expect all contractors' to act in a similar manner and should any contractor fall short of this as set out in 7.02 and 7.03. Then the Town Council will terminate the Contract immediately and will seek to recover all losses resulting from such termination.
- 7.02 If any Tenderer:
- (a) has offered any gift or consideration of any kind as an inducement or disincentive for doing anything in respect of this contract or any other contract with the Council; or
  - (b) has committed an offence under the Prevention of Corruption Acts 1889 to 1916; or
  - (c) becomes bankrupt; or
  - (d) has a receiving order made against it; or
  - (e) presents its petition in bankruptcy; or
  - (f) is subject to a winding up order; or
  - (g) has a receiver appointed; or
  - (h) is in persistent and/or material breach of contract (by failure to achieve the Contract Standards or otherwise)

- 7.03 If a tenderer canvasses any Member or Officer of the Town Council, whether directly or indirectly, relating to the award of this contract will be disqualified.  
Fixes or adjusts the amount of the tender by arrangement with any other person; or Communicates to any person other than the Council the amount of the tender (unless the disclosure is made for insurance purposes, for example); or Agrees with any other person that they will agree not to tender or as to the amount of any other tender to be submitted; or Offers or pays any sum of money to any person to induce such a person to accept the tender then the Tenderer shall be disqualified from tendering and may be subject to civil and criminal liability.
- 7.04 Apart from waste materials created during the works no other materials, goods or property are to be removed from site without the written approval of the Town Council.