



Nailsea Town Council Grounds Maintenance Contract for the period 1st April 2025 to 31st March 2028

This specification for Grounds Maintenance contains the following:

- A. Grove Playing Field – St Mary’s Grove, BS48 4NQ
- B. Hannah More Park – Hannah More Road, BS48 4SA
- C. Village Green – Station Road, BS48 1TA
- D. Lions Green – Stockway South, BS48 2XX
- E. Garden of Rest – Stockway North, BS48 1AQ
- F. Whitesfield Road Allotment Site – accessed via Wareham Close, BS48 2HX
- G. Glassworks Open Space – High Street, BS48 1AU
- H. Golden Valley Bridleway - Nailsea Park, BS48 1BD
- I. General Maintenance Standards
- J. Terms and Conditions of Contract
- K. Location Maps

Tenders from appropriate contractors can be submitted for some or all of these areas (A-H). The work is currently being undertaken by more than one contractor and we may repeat this arrangement.

Contractors are advised to inspect the sites before tendering. Failure to determine the extent of the sites and works will not result in additional payment. Site visits can be arranged by contacting the Assistant Clerk.

Contracts will be awarded by the Town Council. The Town Council will supervise performance in each area except where otherwise stated. Where the Town Council supervises the contract, the term ‘Supervising Officer’ in the document refers to the Town Clerk or their appointee.

In the case of the Grove Playing Field the Supervising Officer will be the Secretary of the Nailsea Playing Fields Association.

Information: It is possible that, before or after the start of this contract, we may acquire significant additional land and responsibilities from North Somerset Council. If such is the case, a supplementary contract will be advertised and tenders sought. At present, we are not in a position to indicate the scope or nature of such additional work.

SJ Holley

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A) GROVE PLAYING FIELD – BS48 4NQ

1. SCOPE OF WORK

- 1.1 The contract shall comprise the maintenance of the Grove Playing Fields situated at St Mary's Grove, Nailsea, in accordance with the attached map and specification. The contract for the works will be awarded by Nailsea Town Council, but the contract will be supervised by the Nailsea Playing Fields Association (NPFA). The Contract shall include the necessary works to maintain the site and prepare playing surfaces for top class sporting activities. It is emphasised that the standards required of the playing surfaces are high and no reductions in the standards will be tolerated.
- 1.2 The Sports Turf Research Institute may prepare an annual report on the condition of the sites and the Contractor must abide by the recommendation of the report and provide and use any machinery and working practices identified in the report.
- 1.3 The two cricket squares are outside the scope of work of the contract.
- 1.4 The area of grass inside the children's play equipment area should also be cut to 30mm and the grass surrounding the fence trimmed.
- 1.5 No marking out of pitches or post erection is currently required.

2. PREPARATION

2.1 GRASSCUTTING

- a) The site shall be cut as frequently as necessary to ensure that grass length does not exceed 50mm at any time, but mowing must not be less than once a week in the growing season. The mowing height for areas not included in the areas used for sports pitches shall be 30mm in line with the football pitches
- b) Football pitches shall be cut to a height not exceeding 30mm. Cricket outfielders shall also be cut in the direction requested by the Cricket Club's Head Groundsman and mowing height shall not exceed 20mm. All heights are subject to seasonal and weather conditions.
- c) All areas shall be cylinder mown with equipment using a minimum of six-blade cylinders achieving at least 35 cuts per metre, and supported on full width small diameter rollers. Wheel driven gang mowers are not permitted. All margins, edges, drainage bunds and other areas not accessible to larger machines shall be maintained to the same standard using pedestrian operated equipment. The areas to be trimmed include the boundary fences, and outer areas of the land. The arisings may be left to accumulate on the pitches provided they do not interfere with the progress of the ball.
- d) Cricket outfielders shall be cut on Thursday or Friday.
- e) Football pitches shall be cut on or before Thursday and never after they have been marked.

2.2 AERATION

- a) All areas shall be aerated at least twice monthly as weather permits throughout October to April inclusive. Equipment shall be available to achieve penetration from 100mm to



200mm as required. All surface damage is to be reinstated immediately after aeration avoiding the use of a heavy roller. Muddy or developing wet areas shall be liberally dressed with a coarse sand and Bideford grit mixture to the current British Standard.

2.3 SCARIFYING

- a) All sports pitches and practice areas are to be scarified using equipment specially designed for such purpose. Agricultural harrows will not be acceptable. Scarifying shall be carried out as soon as possible after completion of pitch use and shall reinstate all surface damage. Sufficient passes shall be made to ensure that a flat, smooth surface is maintained. Rolling will not be allowed unless specifically requested. This work shall be carried out from October to April inclusive, as weather permits.

2.4 SEEDING/OVERSEEDING

- a) Bare areas of all playing surfaces shall be over-seeded in early spring. Particular attention should be given to goalmouths, centre circles and wings. Areas in excess of 100 square metres shall be reseeded by use of a contravator or other similar equipment to ensure an even restoration. Grass seed shall be turf-type perennial ryegrass, spread at 35 grams per square metre. All topsoil used must be screened (no stones).

2.5 FERTILISING

- a) Fertilising should be carried out to all areas in spring and autumn if deemed necessary by the Supervising Officer.

2.6 WORM CONTROL

- a) Chemical control of worms shall be carried out on the cricket squares as required by, and only after consultation with, the Head Groundsman of Nailsea Cricket Club. Only operators certified in accordance with the Food and Environmental Protection Act, 1985 and any subsequent amendments, and in particular the Pesticides Regulations will be allowed to carry out this work. Confirmation of the operator's certification will be required before work commences.

2.7 WEEDKILLING

- a) All grass areas shall be treated with an approved selective herbicide as necessitated by infestation. Drive, car park, patio and building edges shall be treated with total weed killer of the Systemic type. The overflow car park shall also be treated with total weed killer and dead weeds removed. Operator certification is required.

2.8 HEDGES/BOUNDARIES

- a) Boundary hedges are to be cut twice yearly and reduced to the previous year's growth to both side and top. Mechanical tractor-mounted equipment will be permitted where appropriate, but hand-held equipment must be used in inaccessible areas. All arisings shall be removed from grass surfaces and any damage to surfaces reinstated to the Supervising Officer's requirements, and at the Contractor's expense. Contractors will be required to keep the ditch areas to the sides of the field cut and clear of debris and to responsibly discard items.



- b) The hedges on the north and western perimeter of the playing fields shall be cut twice yearly and reduced to the previous year's growth. The beech hedge running north to south on the western edge of the car park shall also be cut twice yearly and reduced to the previous year's growth.

SCHEDULE

Item	Description	PA	Unit	Total
1	Grass cutting to all areas at Grove Playing Fields (per cut)	38		
2	Grass cutting to 2 no. football pitches	12		
3	Grass cutting to cricket outfield only	38		
Sub-total for cutting only				
4	Aeration to all areas	12		
5	Scarification to all areas	12		
6	Seeding	1		
7	Worm control	1		
8	Selective herbicide weed kill to all areas	1		
9	Cut boundary hedges	1		
10	Fertilising	1		
Total charge for typical year				

EQUIPMENT - Applicants must be able to prove that they have the correct equipment, and will maintain it in working order, to achieve the specifications above



B) HANNAH MORE PARK – BS48 4SA
GRASS CUTTING SCHEDULE

Description	Time Mown Y / SS / AW	Max height of growth	Max height of cut	Interval between cuts SS
Open space, verges, play area	20 / 18 / 2	80mm	30mm	9 to 11 working days

Y = per year

SS = Spring and Summer (1st week in April to last week in October)

AW = Autumn and Winter (1st week in November to last week in March)

1. The edges of both sides of the length of the footpath running between Hannah More Road and Engine Lane should be strimmed back one metre from the path **TWICE PER YEAR**.
2. The contractor is required to reduce the height and width of the vegetation which runs along the length of the boundaries of the footpath and wraps around the pedestrian entrance AND the vehicular entrance to the Engine Lane allotment plots on **TWO SEPARATE OCCASIONS EACH YEAR**; in line with the Wildlife and Countryside Act 1981, outside to the bird nesting season (1st March to 31st August). The Contractor must pay particular attention to prevent any damage to the adjoining plots.
3. The Contractor is required to let the Supervising Officer know when the work will be undertaken as the adjoining allotments need to be informed.
4. All arisings, waste and rubbish from the works must be removed from the site and disposed of responsibly by the Contractor.
5. The Contractor will also be responsible for reporting any damage, health and safety issues or other problems to the Supervising Officer.
6. Any damage caused by the Contractor will be their responsibility and will be rectified by the Contractor, or by the Council which will charge the Contractor.



C) VILLAGE GREEN – BS48 1TA
GRASS CUTTING SCHEDULE

Description	Time Mown Y / SS / AW	Max height of growth	Max height of cut	Interval between cuts SS
Grassed area	32 / 28 / 4	40mm	20mm	6 to 8 working days

Y = per year

SS = Spring and Summer (1st week in April to last week in October)

AW = Autumn and Winter (1st week in November to last week in March)



D) LIONS GREEN – BS48 2XX
GRASS CUTTING SCHEDULE

Description	Time Mown Y / SS / AW	Max height of growth	Max height of cut	Interval between cuts SS
Grassed area	32 / 28 / 4	40mm	20mm	6 to 8 working days

Y = per year

SS = Spring and Summer (1st week in April to last week in October)

AW = Autumn and Winter (1st week in November to last week in March)



E) GARDEN OF REST – BS48 1AQ
GRASS CUTTING SCHEDULE

Description	Time Mown Y / SS / AW	Max height of growth	Max height of cut	Interval between cuts SS
Grassed area	32 / 28 / 4	40mm	20mm	6 to 8 working days

Y = per year

SS = Spring and Summer (1st week in April to last week in October)

AW = Autumn and Winter (1st week in November to last week in March)

1. FLOWER BEDS

- 1.1 The Contractor should allow for the flower border adjacent to the entrance and the ornamental urn to be planted with a good selection of quality winter and summer bedding plants.

2. SENSITIVITY OF THE SITE

- 2.1 The Contractor shall at all times pay due regard to the sensitivity of the site particularly as it is a place of burial. If a burial is taking place at a time when maintenance work is in progress all work shall cease until such time as the ceremony is over. Details and times of burials may be obtained by contacting the Crematorium at Ebdon Road, Worle, Weston-Super-Mare Tel: 01934 510608.



F) WHITESFIELD ROAD ALLOTMENT SITE – BS48 2HX

1. The contractor is required to reduce the height and width of a hedge on the east boundary of the Whitesfield Road Allotment Site on **ONE OCCASION EACH YEAR** in line with the Wildlife and Countryside Act 1981, outside to the bird nesting season (1st March to 31st August).
2. The Contractor must carry out hedge pruning operations in order to maintain hedges to give a neat, tidy and pleasing appearance. It must be ensured by the contractor that the width of hedges does not obstruct pedestrian or vehicular traffic, or cause a hazard in any form. Variegated or other uncharacteristic growth must be pruned out.
3. The timing of pruning operations and pruning requirements will be determined by the type of hedge plant materials grown.
4. The Contractor is required to let the Supervising Officer know when the work will be undertaken as the adjoining residents need to be informed. At certain locations along the hedge it will be necessary to cut both sides of the hedge.
5. The hedge runs alongside several allotment plots. The Contractor must pay particular attention to prevent any damage to these plots or neighbouring gardens.
6. The Contractor will have to obtain a security code from the Supervising Officer to gain access to the site.
7. All arisings, waste and rubbish from the works must be removed from the site and disposed of responsibly by the Contractor.
8. The Contractor will also be responsible for reporting any damage, health and safety issues or other problems to the Supervising Officer.
9. Any damage caused by the Contractor will be its responsibility and will be rectified by the Contractor, or by the Council which will charge the Contractor.



G) GLASSWORKS OPEN SPACE – BS48 1AU
GRASS CUTTING SCHEDULE

Description	Time Mown Y / SS / AW	Max height of growth	Max height of cut	Interval between cuts SS
Grassed area	32 / 28 / 4	40mm	20mm	6 to 8 working days

Y = per year

SS = Spring and Summer (1st week in April to last week in October)

AW = Autumn and Winter (1st week in November to last week in March)



H) GOLDEN VALLEY BRIDLEWAY – BS48 1BD

1. The edges of both sides of the length of the Bridleway should be strimmed back one metre from the path **TWICE PER YEAR**. At point (a) marked on the plan, this area should be strimmed back to the boundary.
2. The contractor is required to reduce the height and width of the mixed species hedge along the length of the boundaries of the bridleway on **TWO SEPARATE OCCASIONS EACH YEAR**; in line with the Wildlife and Countryside Act 1981, before and after the bird nesting season (1st March to 31st August).
3. The hedges run alongside and forms several property boundaries. The Contractor must pay particular attention to prevent any damage to neighbouring gardens.
4. The Contractor is required to let the Supervising Officer know when the work will be undertaken as the adjoining residents need to be informed.
5. All arisings, waste and rubbish from the works must be removed from the site and disposed of responsibly by the Contractor.
6. The Contractor will also be responsible for reporting any damage, health and safety issues or other problems to the Supervising Officer.
7. Any damage caused by the Contractor will be their responsibility and will be rectified by the Contractor, or by the Council which will charge the Contractor.



I) GENERAL MAINTENANCE STANDARDS

1. GRASS CUTTING

- 1.1 The Contractor shall carry out regular grass cutting of areas outlined on the attached site plans with all plant, labour and equipment necessary to enable them to carry out the required number of cuts to specified heights.
- 1.2 Grass cutting in these areas shall be carried out mainly during the period of the first week in April to the last week in October with the required number of cuts evenly spaced as detailed in the specification. In addition, during the remaining winter months, cuts shall be carried out as detailed in the schedule and at the request of the Supervising Officer.
- 1.3 Cutting shall be carried out up to paths and as close as possible to site boundaries and other obstacles. The Contractor shall, at their own expense, make good any damage caused to fences, furniture, bins, trees and any other obstruction during grass cutting operations. Should it be determined by the Supervising Officer that the failure of a planted tree or shrub is due to damage inflicted by negligent grass cutting, the Contractor shall be required to replace the tree or shrub at their own expense. Alternatively, the Council may rectify the damage and charge the Contractor.
- 1.4 All litter, stones, or other debris shall be collected by the Contractor prior to grass cutting operations and removed from site. Any cuttings which fly onto paths or other hard surface areas and constitute a hazard shall be brushed off the surface and removed from site.
- 1.5 To trim the area of grass growing in between the safety matting at Hannah More Park, as and when necessary.

2. VARIATIONS TO GRASS CUTTING SCHEDULE

- 2.1 During normal weather conditions the Contractor will be required to keep to the standards detailed in the above schedule. However, there may be circumstances in which the number of cuts specified will be varied.
- 2.2 Should weather conditions be such as to abnormally stimulate grass growth to the extent that additional cuts are required in order to maintain the required standards the Contractor shall inform the Supervising Officer and, if so instructed, increase the number of cuts accordingly. The Contractor must, however, allow in their prices for any problems likely to be encountered as the result of a good winter growth prior to the spring start of regular cuttings and no extra payments will be allowed in this instance.
- 2.3 In very wet conditions all grass cutting operations shall cease until conditions allow operations to continue without damaging the surface levels or contours of the ground and creating grass cutting 'divots' from the rollers or cutters. If inclement weather conditions prevent grass cutting from being carried out the Contractor shall be required to inform the Supervising Officer of the work not done. The Contractor will be required to resume work as soon as possible in accordance with the schedule and catch up with any work not completed to the required timings.



- 2.4 Should an increase in grass cutting frequencies in any summer or winter period be required by the Supervising Officer, these extra cuts will be paid for in accordance with the rates agreed in the tender document.

3. SELECTIVE WEEDKILLING

- 3.1 The key aims are:

- a) To achieve a weed free environment following completion.
- b) To use environmentally friendly herbicides in accordance with the specification.
- c) Not to use any residual herbicides.

- 3.2 Any weedkilling chemicals used must be approved under the Food and Environmental Protection Act 1985. The application and storage of chemicals must be strictly in accordance with the manufacturer's instructions and the above legislation and any damage caused must be made good at the Contractor's expense. The Service Provider may use such methods appropriate to achieve the desired finish based upon good practice.

- 3.3 The Contractor shall allow for the supply and application, three times a year, of an approved selective herbicide to specified grassed areas. The herbicide shall be applied strictly in accordance with manufacturer's instructions in calm conditions. Spraying will not be undertaken when rain is imminent nor during drought conditions. Three days must elapse following the application of the herbicide before resuming grass cutting.

- 3.4 The Contractor shall be required to treat 300mm mowing margins at the base of the walls, fences, furniture, bins and trees with an approved total weed killer. The bases of fences adjacent to private gardens/land must be strimmed, not weed killed.

- 3.5 The Contractor must ensure that all staff under their employ, either directly or through a sub-service provider, possesses a recognised certificate of competence from a body recognised by the Minister of Agriculture under the terms of The Control of Pesticide Regulations 1986, for using pesticides approved for use in amenity horticulture. Copies of certificates of competence should be provided to the Supervising Officer at the commencement of the Contract and at 12 monthly intervals thereafter, or as and when any revisions occur.

- 3.6 Where required by the legislation, Warning Notices must be posted. No application of pesticide must take place within the area of or immediately adjoining a children's playground when children are in the vicinity. Pesticide application, other than wood preservatives, within or adjacent to such playgrounds shall normally take place during school term time between the hours of 9am – 10am.

4. EDGINGS

- 4.1 The Contractor shall be required to maintain a neat and tidy appearance of the grassed areas adjacent to paths, buildings and other hard surfaces by use of a half-moon edging



iron or a spade, to be carried out at one visit during the winter season. Paths shall be swept clean following this operation and arisings removed from site.

5. TRIMMING

- 5.1 The edges of grassed areas which abut planted beds, trees, paths, hard surfaces and similar areas shall be trimmed with long handled shears or other approved mechanical means 6 times per year evenly spread from the first week in April to the end of October, and on 2 occasions from the first week in November to the end of March.

6. FERTILISER

- 6.1 The Supervising Officer may, at their discretion, instruct the application of a granular fertiliser dressing to be applied in either spring or autumn.

7. REINSTATEMENT

- 7.1 Reinstatement shall involve either seeding or turfing. This shall be determined by the Supervising Officer and shall be carried out in accordance with an agreed specification.

8. HEDGES, TREES AND PLANTING: PLANTED BORDER

- 8.1 The Contractor must carry out pruning operations to give shrubbery a neat, tidy and pleasing appearance.
- 8.2 It must be ensured by the Contractor that the shrubs do not obstruct pedestrian or vehicular traffic, or cause a hazard in any form.
- 8.3 Variegated or other uncharacteristic growth must be pruned out. Following pruning operations, all cuttings and rubbish must be cleared from the site.
- 8.4 The timing of pruning operations and pruning requirements will be determined by the type of hedge plant material grown.

9. TREES

- 9.1 The Contractor is required to inspect the trees on the site and inform the Supervising Officer of any remedial work necessary in order to maintain the trees in a healthy and vigorous condition.
- 9.2 All missing and damaged ties shall be replaced by the Contractor. Ties shall be checked for condition and any necessary action taken.
- 9.3 Stakes should be inspected for signs of damage, rot or fungal attack. Such stakes shall be removed and replaced. Under no circumstances should the old stake be left in the ground.

10. FLOWER BEDS

- 10.1 Any flower beds/shrub beds on the site should be maintained free of weeds, leaves and litter. An annual top-up of high-quality mulch should be applied.



11. GENERAL MAINTENANCE OF THE SITES

- 11.1 These specifications provide for the site to be maintained to a high standard. The Contractor will also be responsible for reporting any damage, health and safety or other problems to the Supervising Officer.



J) **TERMS AND CONDITIONS OF CONTRACT**

1. **PERIOD OF CONTRACT**

- 1.1 The Contract shall be for a period of **three years** from the commencement date and shall not be terminable by either party within that period save in accordance with these conditions. The Contractor will be required to carry out the Contract to the entire satisfaction of the Supervising Officer in a manner totally consistent with the terms and conditions of the tender.

2. **EXPECTATIONS OF CONTRACTOR**

- 2.1 The Contractor shall find and provide all labour, patterns, implements, carriage and all minor details whether or not described in the specification, but which may be necessary for the due and proper completion of the work and according to the true intent and meaning of the Contract.

3. **HEALTH AND SAFETY**

- 3.1 It is emphasised that the sites are open to the public and due care must be taken of their proximity to the works.
- 3.2 The Contractor shall comply with all their statutory duties under the Health and Safety at Work Act 1974 and any related subsequent legislation and in particular with the general duty contained in Section 2 of that Act and to that end shall:
- a) Satisfy themselves that they possess such information relating to the site, the conditions under which their duties under this Contract are to be performed, and all other relevant matters, as are required to enable them to fulfil those obligations.
 - b) Instruct their employees working on the site in all matters relevant to the safety of such work and in safety precautions applicable thereto and to ensure that their employees observe all such precautions.
 - c) Keep the Supervising Officer informed of all matters arising in the course of carrying out their duties under this Contract which could affect:
 - i. the further conduct of their operations on the site and/or the safety of such operations.
 - ii. the conduct of the other operations on the site and/or the ability of the Town Council or its agents to comply with their own obligations under current Health and Safety legislation.
 - d) At all times observe, and ensure that employees, agents, and all other persons under their control are aware of, and observe, any regulations and instructions communicated to them by the Supervising Officer relating to the entry of persons on to the site and the conduct of persons on the site.
- 3.3 The owners or tenants of land shall:
- a) Comply with its own obligations under the Health and Safety at Work Act 1974 and any subsequent related legislation and under the general law as Occupier of the site.
 - b) Without prejudice to the obligations of the Contractor, give to the Contractor such information and advice as they might reasonably require in order to comply with their



obligations under this clause provided that they shall not be obliged to bring to the Contractor's attention such things as are obvious or ought reasonably to be known to the Contractor having regard to the ordinary skill and competence to be expected of any Contractor engaged upon duties of the kind to be performed under this contract.

3.4 Contractors tendering for the Ground Maintenance Contract **must provide a copy of their Health and Safety policy when returning the tender documents.**

3.5 The Contractor shall provide copies of all relevant Risk Assessments upon award of a contract.

3.6 Contractors must demonstrate that they are aware of procedures under COSHH regulations and must be prepared to provide hazard data assessments when requested to do so by the Supervising Officer.

4. TAX

4.1 For the purposes of the Finance (No 2) Act 1975 or any amendment or re-enactment thereof the Contractor is deemed to be a 'sub-contractor'. The Contractor shall produce to the Council such evidence as the Council shall deem necessary to satisfy it that the contractor has a valid and current certificate in form 7141, form 714P or form 714C and shall further produce such documents as are set out in the documents published by the Boards of Inland Revenue as IR14/15 of 1976 (or any amendment or replacement of that document) to satisfy the Council that the Contractor is entitled to be paid without deduction of tax pursuant to that Act (or any amendment or re-enactment of that Act).

4.2 The Contractor shall at all times be fully responsible for the payment of all taxes, national insurance contributions or levies or anything relating to or arising out of the employment of any person employed by the Contractor and shall fully and promptly indemnify the Council in respect of any liability of the Council in respect thereof.

5. ASSIGNMENT

5.1 The Contractor shall in no circumstances assign, sub-let or purport to assign or sub-let any part of this Contract to any person whatsoever without the prior specific consent in writing of the Supervising Officer provide that any assignment occurring as a result of any internal restructure of a Contractor which is a limited company shall be deemed not to be a breach of this condition and that written notice of such internal restructure is given to the council within 15 days thereof.

6. LIABILITY OF THE CONTRACTOR

6.1 The Contractor shall fully and promptly indemnify the Council and its agents against any liability to any person whatsoever arising out of or connected with the carrying out of the Works or any act or omission of any employee of the Contractor howsoever such liability may arise.



- 6.2 The Contractor shall fully and promptly indemnify the Council and its agents and all persons concerned in respect of any personal injury caused to any employee of the Council or representatives of its agents by any employee or agent of the Contractor (whether such injury be caused by negligence or in any other way whatsoever).

7. ACCOMMODATION

- 7.1 No storage or overnight accommodation is available on the sites and the Contractor must make due allowance in their prices for this situation. No part of any site shall be used for purposes not directly necessary for the execution of the works.

8. PAYMENT

- 8.1 The Contractor shall submit to the Supervising Officer or their representative after the end of each calendar month a statement showing:
- a) The valuation of the work undertaken in respect of each aspect of the Contract up to the end of that month.
 - b) The amounts to which the Contractor considers themselves entitled in connection with any variation or instruction for additional works duly authorised by the Supervising Officer.
- 8.2 The Council shall pay to the Contractor in the manner hereinafter set out any VAT properly chargeable on the carrying out by the Contractor of the Works at the appropriate rate.

9. PAY AND MODERN SLAVERY ACT

- 9.1 The Contractor shall provide a copy of their Pay Policy when returning the tender documents. If not already covered within their Pay Policy, contractors should also provide a copy of their policy regarding compliance with the Modern Slavery Act 2015.

10. ENVIRONMENTAL

- 10.1 The Contractor shall provide a copy of their Environmental Policy when returning the tender documents. The Council will look for at least an aspiration to meet best practice.

11. BRITISH STANDARDS

- 11.1 Where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institution is current, all materials used or supplied and all workmanship shall be in accordance with that Standard.

12. OBSERVATION OF STATUTORY REQUIREMENTS

- 12.1 The Contractor shall comply with all statutory and other provision to be observed and performed in connection with the Works carried out under the Contract and shall indemnify the Council accordingly.

13. INSURANCE

- 13.1 The Contractor shall at all times maintain in force appropriate insurance with reputable insurers. This will include Public Liability insurance of at least £5 million. A copy of relevant insurance certificates shall be provided annually for the duration of the contract.



14. DEFAULT IN PERFORMANCE

- 14.1 Where the Supervising Officer is satisfied that in any particular case the Contractor has failed to carry out the Works in accordance with the provisions of the Contract they shall be entitled to instruct the Contractor to remedy the failure in order to comply fully therewith within such reasonable period as the Supervising Officer may determine.
- 14.2 If the Contractor fails to comply with an instruction of the Supervising Officer issued under 12.1 the Supervising Officer shall be entitled to record in writing a Notice of Default which shall be sent to the Contractor.
- 14.3 A deduction may be made at the discretion of the Supervising Officer from the monthly instalment referred to in the conditions in respect of default notices.
- 14.4 In addition to any deductions where more than two default notices are recorded in any 12-week period, the Council may terminate the Contract by giving the Contractor not less than one month's notice in writing.

15. VARIATIONS

- 15.1 The Council may vary the Contract by adding to or reducing the services required from time to time by giving not less than fourteen days' notice in writing to the Contractor.
- 15.2 Where an addition is made under the preceding paragraph then the provisions of these conditions shall thereafter apply in relation to such additions as if the same were detailed in the schedule and the Council shall pay for the work carried out in relation to such additions.

16. TERMINATION

- 16.1 Without prejudice to any accrued rights or remedies under the contract the Council shall be entitled forthwith upon the happening of any of the following events to terminate this contract, by giving the Contractor not less than one month's notice in writing, such events being:
- a) Defaults in performance.
 - b) Any breach by the Contractor of any other provision of the contract.
 - c) The Contractor having failed to carry out a substantial part of the Works for a period of two weeks.
 - d) The Contractor dying or, if the Contractor consists of one or more individuals, any such individual dying.
 - e) Entering into an arrangement for the benefit of their creditors or having a receiving order in bankruptcy made against them or, if the Contractor consists of a body corporate, the Contractor having a receiver or manager appointed or being the subject of a resolution or order for winding up. In such cases the Town Council may:
 - i. terminate the contract forthwith by notice in writing to the Contractor or to the Receiver or to any person in whom the contract may be vested, or



- ii. give the Receiver or other person the option of carrying out the Contract subject to their providing a guarantee for the due and faithful performance of the Contract up to an amount to be agreed.

16.2 Upon such termination, in addition to such consequences as are set out in the other provisions of the contract, the Contractor shall forthwith cease to carry out any of the Works and the Council shall be under no obligation to make any further payment to the Contractor other than that which may have fallen due before termination of the contract.

16.3 The Contractor shall be entitled, without prejudice to their rights and remedies, either to terminate wholly or in part of the contract between themselves and the Council or to suspend any further service under the contract if any sums due to the Contractor under the contract remain unpaid for a period of two months from the due date.

17. CONTRACTS WITH OTHER PERSONS

17.1 Nothing in this Contract shall preclude the Town Council or the NPFA from, at any time, contracting with any person, firm or company other than the Contractor for the supply of similar services.

18. NOTICES

18.1 Any notice to be given under the terms of the contract shall be served by sending it by post to, or leaving it at, the contractor's last known place of abode or principal place of business (or in the event of the Contractor being a company to, or at, its registered office).

18.2 Any notice to be given to the Town Council under the terms of the Contract shall be served by sending it by post to the Town Clerk.

18.3 Any notice sent by post shall be deemed to have been served on the date when in the ordinary course of posts it would have been delivered.

19. LAW OF THE CONTRACT

19.1 The contract shall be deemed to be an English Contract governed by English Law.



K) LOCATION MAPS

Location maps for the following areas are enclosed:

- A. Grove Playing Field – St Mary’s Grove, BS48 4NQ
- B. Hannah More Park – Hannah More Road, BS48 4SA
- C. Village Green – Station Road, BS48 1TA
- D. Lions Green – Stockway South, BS48 2XX
- E. Garden of Rest – Stockway North, BS48 1AQ
- F. Whitesfield Road Allotment Site – accessed via Wareham Close, BS48 2HX
- G. Glassworks Open Space – High Street, BS48 1AU
- H. Golden Valley Bridleway - Nailsea Park, BS48 1BD

The boundaries of the areas subject to the contract are marked in green.