**WILLINGDON AND JEVINGTON**

**PARISH COUNCIL**



**CEMETERY CONTRACT**

**APRIL 1ST 2022**

**TO**

**31ST MARCH 2026**

**The Parish Office, The Triangle**

**Willingdon**

**BN20 9PJ**

**Tel: 01323 489603**

 **DATED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2018**

**WILLINGDON AND JEVINGTON PARISH COUNCIL**

**AND**

**(CONTRACTOR NAME)**

**CONTRACT FOR THE SUPPLY OF CEMETERY MAINTENANCE AND GRAVE DIGGING 1ST APRIL 2018 TO 31ST MARCH 2022**

**INTERPRETATION**

**IN THESE CONDITIONS**

‘The Parish Council or Council’ means, Willingdon and Jevington Parish Council.

‘The Parish Clerk/RFO’ means, the Parish Clerk to the Council, or person acting in his/her absence.

‘The Cemetery Manager’ means, Cemetery Manager or person acting in his/her absence.

‘The Contract Price’ means the agreement concluded between the Council and the Contractor, including all terms of Tender, all specifications, plans and drawing and other documents incorporated or referred therein.

‘The Contractor’ means the person who the contract undertakes to supply the service to the Council. Where the Contractor is an individual, or a partnership, the expression shall include the personal representative of that individual, or of the Partners.

‘The Contract Price’ means, the price (exclusive of V.A.T) payable to the Contractor by the Council under the Contract, for the full and proper performance by the Contractor of its part of the Contract.

‘R.P.I’ means, all items at Retail Price Index, as published by the National Statistics Office.

**The headings to these conditions shall not affect their interpretation.**

**WILLINGDON CEMETERY GROUNDS MAINTENANCE AND GRAVE DIGGING SPECIFICATION 1ST APRIL 2022 – 31ST MARCH 2026**

1. The successful tenderer will be required to always operate within the provisions of the Health and Safety Act 2011, and regulations made under the Act, any other law, any By Laws made by the Council and any directions issued by the Parish Clerk or Cemetery Manager.

2. The successful tenderer will be required to furnish the Cemetery Manager and Parish Clerk with a copy of a valid Public Liability Policy, to the value of £5 million, as well as producing the original for verification, together with a copy of their current Health and Safety Statement.

3. No part of this Contract may be sub-contracted without prior written permission of the Parish Council.

4. All work will take place so not to cause a nuisance to others and must cease while interments are taking place. No work is permitted before 8.00am or after 6.00pm on weekdays, or at any times at weekends inclusive of bank holidays.

5. Failure to comply with all aspects of this specification may result in the contract being cancelled, and the Contractor liable to pay damages to the Council.

6. Any dispute if there is any regarding the interpretation of the specification, the Parish Clerks decision shall be final.

7. The Contractor will be liable for any damage caused because of the work connected with this contract.

**Duration of Contract**

The duration of the contract shall be from 1st April 2022 to March 31st 2026. No opportunity will be made to alter the rates throughout the duration of the contract, except for an annual percentage adjustment, on the anniversary date of the contract, in line with the annual increase in the retail price index, as published in December each year. The first review will be April 2023.

Charges will be fixed for the duration of the contract.

**Termination of contract**

Either party, may, without reason, terminate the contract giving 6 months’ notice in writing.

**Superintending Officer**

The Superintending Officer will be the Cemetery Manager, or an officer delegated by the Cemetery Manager. Grave digging and interments will be supervised by the Cemetery Manager who can be contacted at The Parish Office, The Triangle, Willingdon, East Sussex, BN20 9PJ. Tel: 01323 489603. Email: asstclerkwjpc@btconnect.com

**CEMETERY MAINTENANCE**

1. **Grass Cutting and areas to be cut**

Burial Areas including the upper and lower field, Outer Grass Area (including soil heap), Garden of Remembrance, grassed areas outside the entrance gates, both sides of access road, which are to be cut and striped, from the entrance to the Cemetery Building on the left side, including the Gardens of Rest and Remembrance, and the footpath to the parking area on the right side. The grass areas at the rear of Numbers 73 and 75 Gorringe Valley Road, grass, conifers, and edge of the stream at the rear of 73 Gorringe Valley Road.

Cut grass by approved machines.

No grass cutting may commence until after Mother’s Day in March.

|  |  |
| --- | --- |
| **Months** | **Frequency** |
| April – September  | Every 7 days (18 cuts) |
| March to October  | Every 14 days (9 cuts) |
| November to February inclusive | As directed by the Cemetery Manager |

**Requirements**

1. Trim by hand where necessary.

2. Strim on and around graves, wall, seats, trees, bushes, cemetery building, signs, fences, and gates on each occasion grass is mown.

3. Ensure headstones and monuments are left clean, using a blower to clear any arisings. To clean headstones on a regular as needed basis.

4. Sweep off tablets in the Garden of Remembrance and the New Memorial Garden.

1. **Maintenance of Garden of Remembrance and New Memorial Garden**
2. To weed areas monthly
3. To clear pathways and access areas
4. To sweep and clear under the 2 benches monthly
5. **Hedge Cutting and areas**

Hedgerows adjacent to the Dene and the Stream at the rear of Gorringe Valley Road and hedges abutting the Downs.

1. Cut hedges back to “A” shape (thick at base and narrow at top) by hand or approved mechanical hedge clipper leaving the height as near as 2 metres as possible. Hedge adjacent to the Downs to be cut back flush to the fence. Hedge abutting the Dene to be cut square at the top and kept to the height of 2 metres. Collect and remove all arisings from the Cemetery.

**Hedges to be cut twice yearly at appropriate times avoiding nesting birds.**

1. **Paths and Roadways**
2. All paths and Roadways to be edged and hand weeded and remove arisings. **May and November.**
3. Twice yearly, to supply and apply suitable weed killer and moss killer in accordance with manufacturer’s instructions, around trees, to paths and roadways (including the full length of the access road from Gorringe Valley Road) as agreed with the Cemetery Manager.
4. To supply grit and grit bin and grit paths when icy as needed.

 **The following to be done twice during the year, in the early spring and late summer. NB Contractors will be responsible for replacing any plants/trees/turf or anything damaged because of wind drift, or too high a concentration of weed killer being used.**

1. **Fence Line adjacent to the Downs path**
2. Supply and apply weed killer in accordance with manufacturer’s instruction, as agreed with the Cemetery Manager.
3. **Steam, drains and taps**
4. Inspect Stream checking it is clear and flowing through tunnel pipes under the bridge and drainage holes at the end of the bridge. **Every 3 months**.
5. Collect debris to ensure free flowing and remove from Cemetery. **Every 3 Months**
6. Inspect land drains and check water flow. Remove any debris and remove from the Cemetery. **Every 3 Months.**
7. Check water is flowing from taps at the Cemetery. **Weekly.**
8. Report to the Cemetery Manager any drainage faults.
9. **Litter**
10. Collect and remove all litter, wreaths, and other debris (including debris from trees) from the Cemetery, **each visit.**
11. Empty the litter baskets and remove contents from the Cemetery. **3 Times per week, March to October, 2 times per week for the remainder of the year.**
12. **Grave maintenance**
13. As directed by the Cemetery Manager, supply and apply weed killer to unplanted graves.
14. As directed by the Cemetery Manager hand weed graves and remove Ash and Hawthorns which may have self-seeded, to maintain tidy appearance of the cemetery.
15. **Skip**
16. The Contractor will be responsible for cost of hire of a small skip and other approved containers for topsoil, litter, and other arisings.
17. This, other containers, or equipment is to be placed as agreed with the Cemetery Manager; they must not obstruct access to the toilet.
18. **General maintenance**

From time-to-time other general maintenance may be requested by the Cemetery Manager to maintain the Cemetery. The Contractor will be requested to provide a cost for any additional work.

1. **Grass Cutting**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **No of cuts** | **Cost per cut** | **Total Cost** |
| **Weekly** | 26 |  |  |
| As directed | 6 |  |  |
|  |  |  | **Total** |

1. **Maintenance to Gardens of Remembrance and New Memorial Garden and**

|  |  |  |  |
| --- | --- | --- | --- |
| **Monthly** | **No of visits** | **Cost per visit** | **Total Cost** |
| Weeding | 12 |  |  |
| Clearing pathways | 12 |  |  |
| Sweeping | 12 |  |  |
|  |  |  | **Total** |

1. **Hedgerows**

|  |  |  |  |
| --- | --- | --- | --- |
| **Yearly** | **No of cuts** | **Cost per cut** | **Total Cost** |
|  | 2 |  |  |
|  |  |  | **Total** |

1. **Flowerbeds**

|  |  |  |  |
| --- | --- | --- | --- |
| **Monthly** | **No of visits** | **Cost per visit** | **Total Cost** |
|  | 12 |  |  |
|  |  |  | **Total** |

1. **Paths and Roadways**

|  |  |  |  |
| --- | --- | --- | --- |
| **Yearly** | **No of times** | **Cost per time** | **Total Cost** |
|  | 2 |  |  |
|  |  |  | **Total** |

1. **Fence Line**

|  |  |  |  |
| --- | --- | --- | --- |
| **Yearly** | **No of cuts** | **Cost per cut** | **Total Cost** |
|  | 2 |  |  |
|  |  |  | **Total** |

1. **Stream**

|  |  |  |  |
| --- | --- | --- | --- |
| **Quarterly** | **No of visits** | **Cost per visit** | **Total Cost** |
|  | 4 |  |  |
|  |  |  | **Total** |

1. **Litter**

|  |  |  |  |
| --- | --- | --- | --- |
| **Weekly** | **No of visits** | **Cost per visit** | **Total Cost** |
|  |  |  |  |
|  |  |  | **Total** |

1. **Grave Maintenance**

|  |  |  |
| --- | --- | --- |
| **As directed** | **Cost per Grave** |  |
|  | Unplanted graves |  |
|  | Hand weed graves |  |
|  | **Total cost for 10 Graves** | **Total** |

|  |  |
| --- | --- |
| **Total cost of items 1-9** |  **Total £** |

**GRAVE DIGGING SERVICES**

1. The Contractor will carry out grave digging services at the request of Willingdon and Jevington Parish Council, at Willingdon Cemetery in Gorringe Valley Road
2. The Contractor will abide by the Safe Working Practices for Cemeteries as the Institute of Cemetery and Crematorium Management (ICCM), a copy of which will be supplied and will also be available in the Cemetery Building and Parish Office. Wooden shoring is included in the ICCM document; it would not be suitable for our soil type.

**Grave Digging Services**

1. **Equipment**

The Contractor will supply all labour, machinery, and materials (other than green matting for dressing), to carry out these services in a safe efficient and workmanlike manner, to meet the standards in the ICCM Safe Working Practices document. The Contractor and staff will have due regard for members of the public and will comply with relevant legislation. The Parish Council will provide a small store for equipment. Any diggers must be stored at the rear of the Cemetery Building.

1. **Services**
2. Identification of plot as requested with the Cemetery Manager.
3. To undertake site visits with the Cemetery Manager to agree location of plot and identify any possible risks to the plot and any adjacent plots.
4. To be readily available upon instruction to dig graves for the date of interment.
5. **Burials**
6. The Contractor will make known to the Cemetery Manager those members of staff who have received the appropriate training for grave digging purposes.
7. The Contractor will ensure that when digging graves, appropriate shoring will be used.
8. To excavate to the depth and width requested and remove excess soil from site.
9. A soil box must be provided by the Contractor and placed upon an unused space or on the nearest level lawned/turfed grave. Soil to be used by wheelbarrow if necessary.
10. To dress the grave using green matting provided and ensure small soil box is placed ready for use for the officiating minister.
11. ***Grave digging or backfilling will never be undertaken by one person. Two people will be present to dig and backfill.***
12. The Contractor will be responsible and liable for any damage to adjacent plots. If any damage is caused throughout the digging process the Contractor will rectify at a cost to them.
13. **After burials**
14. To backfill and dress the plot with flowers and wreaths left by the Funeral Director.
15. To remove dead flowers and wreaths one month after burial.
16. Top up soil as requested by the Clerk.
17. After a six-month period to level and turf grave as requested by the Cemetery Manager.
18. **Ashes interments**

Ashes are interred in the Garden of Remembrance, the New Memorial Garden and the Garden of rest and Remembrance.

1. Identification of plot as requested with the Cemetery Manager
2. To undertake site visits with the Cemetery Manager to agree location of plot and identify any possible risks to the plot and any adjacent plots.
3. To be readily available upon instruction to dig graves for the date of interment and dig to the size of a cremation box unless otherwise instructed.
4. Identification of plot as requested with the Cemetery Manager.
5. To undertake site visits with the Cemetery Manager to agree location of plot and identify any possible risks to the plot and any adjacent plots.
6. To be available throughout the interment to backfill at the request of the Cemetery Manager.
7. The Contractor will be responsible and liable for any damage to adjacent plots. If any damage is caused throughout the digging process the Contractor will rectify at a cost to them.
8. **Cover for Cemetery Manager**

To provide at contractor’s own expense a person to stand in for the Cemetery Manager, to officiate at interments as and when necessary. The person attending is to wear a dark suit or other suitable clothing. They will also be responsible for ensuring that the burials register is complete, and the officiating minister has signed, as well as completing and sending the tear off slip to the registrar (address usually on the back), for the registrar to receive within 96 hours of burial.

**Duration of contract**

The Contract period will be from 1st April 2022 – 31st March 2026.

**Contract price**

|  |  |
| --- | --- |
| **Type** | **Price** |
| Single or re-open | £ |
| New Double | £ |
|  Interment of Ashes  | £ |
| Top up with soil | £ |
| Level and turf | £ |

V.A.T IS NOT APPLICALBLE FOR THIS SERVICE

Invoicing to be at the end of each calendar month to the relevant Funeral Director or the Parish Office (for ashes arrangements). A copy of each invoice is to be sent to the Parish Clerk/RFO.

The Contractor will be the sole provider of this service during the contract period, subject to the satisfactory provision of the service to the Council.

AS WITNESS the hands of the parties hereto the day and year before written.

SIGNED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chairman to the Council

 SIGNED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the presence of:

SIGNED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Postcode \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_