

AGREEMENT FOR SERVICE (this "Agreement") dated [when signed] 1st April 2023 and
expiring on 31st day of March 2026

BETWEEN

ILKLEY TOWN COUNCIL

of Ilkley Town Hall, Station Road, Ilkley, West Yorkshire, LS29 8HB
(the "Customer")
OF THE FIRST PART

- AND -

[name to be inserted]
(the "Service Provider")
OF THE SECOND PART

**CONTRACT TO SUPPLY A MAINTENANCE SERVICE FOR THE JUBILEE
LIGHTING SCHEME BY WAY OF MONTHLY SERVICE INSPECTIONS**

IN CONSIDERATION OF

The matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

1. SERVICES PROVIDED:

The services to be provided will include the following agreements:

- 1.1** The Service Provider will conduct a monthly inspection of the Jubilee Lighting Scheme located on The Grove, Brook Street and Station Road, Ilkley, West Yorkshire. The Service Provider will carry out the inspection and undertake any such maintenance work that may be required during that month.
- 1.2** The Service Provider will provide a maintenance report along with their invoice at the conclusion of each monthly inspection detailing all work that has been undertaken.
- 1.3** The Service Provider will carry out any maintenance deemed as necessary to ensure that all lighting is in good working order at all times throughout the year. This maintenance must include reviewing the time at which the lighting is switched on/off throughout the year. This should be carried out in agreement with the Customer. All lighting supplied and installed by the Service Provider must be 24v LED unless installed above 2.5m.
- 1.4** Each monthly service will cost a maximum of £ [amount to be confirmed] (GBP) excluding Value Added Tax. Should a monthly service require works exceeding this amount, authorisation must be sought from the Clerk to the Council. This figure shall be reviewed mutually by both parties on an annual basis. Any increase on the monthly costs shall not exceed a 4% rise.
- 1.5** The Services may also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services, subject to quotation, to the Customer and the Customer agrees to pay for such services as agreed.

2. INFRASTRUCTURE

2.1 This agreement excludes repair or replacement of the Customer's electrical timers.

2.2 This Agreement excludes the repair of sockets and the repair of any other existing infrastructure whatsoever.

3. TERM OF AGREEMENT

The term of this Agreement will begin on the date of this Agreement and will remain in force for the duration of 36 months.

4. PERFORMANCE

4.1 The service provider will make sure that those employees who work on this agreement are fully trained, competent, qualified electricians for electrical wiring and connections and that they be certified under NEDL's 'switching and fuse operation on public lighting installation regulations.

4.2 The service provider will ensure that all lights are repaired and functional within a 5 clear working day period subject to power supplies. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

4.3 The Service Provider will endeavour to keep the lights working through the period providing that it is safe to do so and the Service Provider is not restricted by adverse weather conditions such as roads blocked by snow and ice or other objects or wind where speeds exceed 12 metres per second which would prevent the use of MWEP's under Health & Safety Laws or the WAH regulations 2005.

4.4 The Service Provider shall ensure that the scheme is maintained within all Health and Safety, Public Lighting and Electrical regulations.

5. INSURANCE

5.1 The Service Provider is responsible for ensuring that all employees are fully insured whilst carrying out any duties relating to this Agreement. The Service Provider should also hold appropriate liability insurance which should cover any incidents concerning members of the public whilst maintenance work is being undertaken.

5.2 The Service Provider shall make available to the Customer copies of all valid insurance certificates.

5.3 The Customer is responsible for ensuring that, once installed, all lighting is fully insured for theft, damage and public liability.

6. PAYMENT

6.1 For the maintenance services rendered by the Service Provider as required by this Agreement, the Customer will pay to the Service Provider remuneration amounting to a maximum of £ [amount to be confirmed] per annum excluding Value Added Tax for the monthly visit work. Where work is required which exceeds this amount the prior authorisation of the Customer must be sought.

6.2 Subject to the satisfactory performance of the Services, the Council will pay valid invoices raised in accordance with these terms and conditions within 30 days of receipt.

6.3 All payments shall be made by bank transfer or cheque.

7. ADDITIONAL REMUNERATION

In addition to the above remuneration, the Service Provider will be entitled to additional remuneration if the contract is extended to other additional works, subject to quotation (written) and prior agreement (written) with the customer.

8. PROVISION OF EXTRAS

The Customer will not provide any assistance or extras for the use of the Service Provider in providing the Services.

9. REIMBURSEMENT OF EXPENSES

The Service Provider will not be reimbursed for expenses incurred by the Service Provider in connection with providing the Services of this Agreement.

10. CONFIDENTIALITY

The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Customer, which the Service Provider has obtained, except as may be necessary or desirable to further the business interests of the Customer.

11. CAPACITY/INDEPENDENT CONTRACTOR

11.1 It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

11.2 The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

12. MODIFICATION OF AGREEMENT

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorised representative of each party.

13. ENTIRE AGREEMENT

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

14. CURRENCY

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in Sterling pounds.

15. GOVERNING LAW

This Agreement will be construed in accordance with and governed by the laws of the United Kingdom and the parties submit to the exclusive jurisdiction of the English Courts.

16. DISPUTE RESOLUTION

16.1 In the event a dispute arises out of or in connection with this Agreement the parties will attempt to resolve the dispute through affable consultation.

16.2 If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation.

16.3 If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the United Kingdom of Great Britain and Northern Ireland.

16.4 The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the United Kingdom of Great Britain and Northern Ireland.

17. SEVERABILITY

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

18. LACK OF CONFORMITY

18.1 The Customer at any time may inspect the lighting scheme immediately following a maintenance visit. The Customer shall notify the Service Provider of any lack of conformity to this Agreement, specifying the nature of any lack of conformity, within 5 days after the Customer has discovered the lack of conformity.

18.2 Where the Customer has given due notice of non-conformity to the Service Provider the Customer is able to request

18.2.1 that remedial works are undertaken, at no additional expense to the Customer providing that the work required is directly the fault of the provider and not failure of additional light sets or equipment.

18.2.2 Or declare this contract avoided in accordance with Section 20 of this contract.

19. AVOIDANCE OF CONTRACT

19.1 There is a breach of contract where a party fails to perform any of its obligations under this contract.

19.2 There is a fundamental breach of contract where:

19.2.1 Strict compliance with the obligation has not been performed is of the essence under this contract; or

19.2.2 The non-performance substantially deprives the aggrieved party of what it was reasonably entitled to expect under this contract.

19.3 In a case of a breach of contract, the aggrieved party shall, by notice to the other party fix an additional period of time of one calendar month for performance. During the additional period of time the aggrieved party may withhold performance of its own reciprocal obligations, but may not declare this contract avoided.

19.4 If the other party fails to perform its obligations within the additional period of time, the aggrieved party may declare this contract avoided.

19.5 In case of a fundamental breach of contract in accordance with section 20.2 of this contract, the aggrieved party may declare this contract avoided without fixing an additional period of time for performance to the other party.

19.6 A declaration of avoidance of this contract is effective only if made by notice to the other party.

20. NOTICE PERIOD

20.1 This contract shall be for a period of 36 months from the commencement date. Either party will have the right to terminate the contract by giving at least 30 days' notice in writing to the other party.

20.2 Either party may terminate this contract by written notice to the other at any time if that other party:

20.2.1 Commits a breach of this contract and does not remedy the situation within the additional period of time provided in accordance with section 20.4 of this contract; or

20.2.2 Become insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

21. FORCE MAJEURE

21.1 The Service Provider is not liable for failure to perform their obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement in such circumstances.

21.2 If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the non-performing party must prove that the party took reasonable steps to minimise delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event.

22. ADDITIONAL PROVISIONS

22.1 The Customer is responsible for obtaining all permissions necessary to complete the project on its behalf.

22.2 The Service Provider is responsible for all H&S requirements in connection with the project and will supply a method statement and risk assessment to the customer prior to commencement.

22.3 The Service Provider is expected to attend any emergency call-out situation within 24 hours of being notified by telephone. Any related call-out charge is not included within the terms of this Agreement.

IN WITNESS WHEREOF the parties have duly implemented this Service Agreement
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SIGNED:

MS LAURA JOWETT
Clerk to Ilkley Town Council

On behalf of ILKLEY TOWN COUNCIL

On behalf of