**Invitation to Tender (ITT)**

**Terms and Conditions**

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**Grounds Maintenance Contract**

**June 2025**

1. All quotes for additional works will be valid for 30 days from the date of submission.
2. Either party will have the right to terminate the contract by giving at least 6 months’ notice in writing to the other party.

HTC reserves the right to terminate the contract by written notice if at any time that other party:

a) Commits a breach of this contract and, in the case of a breach capable of remedy, they fail to remedy the breach within 30 days of being required to do so in writing; or

b) Becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

1. HTC will be invoiced for the maintenance contract monthly, or on completion of any additional maintenance requested by HTC.
2. **Nuisance and Damage** – the contractor will conduct its business to minimise nuisance, damage & annoyance to HTC and the residents of Hawkinge whilst carrying out operations.
3. **Machinery Plant and Equipment** – the contractor will provide all plant, tools, machinery, vehicles and haulage etc. for the proper execution and completion of the works, including all fuel and maintenance for the plant and vehicles.
4. **Site Clearance on completion of works** – the contractor will clear up debris, surplus materials and leave the site tidy on completion of works.
5. **Weather** – the contractor will ensure that all work is delivered on time, should the contractor fall behind due to adverse weather conditions, the contractor will inform HTC of delays.
6. **Site Access** – the contractor will always ensure clear access to the sites and will prevent major obstructions.
7. **Access times** – the contractor will access the sites during daylight working hours.
8. **Site Safety** – it is the contractor's responsibility to ensure that site safety is maintained during operations.
9. **Arboriculture** – the contractor will check for the presence of Tree Preservation Orders or Conservation Areas and will ensure that consent for work is granted prior to commencing where required.
10. **Hedges** – the contractor will carry out hedge cutting outside the bird nesting season March – July inclusive.
11. **Pesticides** – the contractor will ensure that pesticide applications are carried out when weather conditions are suitable. Spraying will be carried out by fully qualified NPTC operators, and in compliance with all statutory requirements.
12. Any maintenance issues or faults found whilst carrying out usual maintenance must be reported promptly to HTC. This includes any hinderance to carrying out scheduled maintenance. Ie: blocked access etc.