



LUTTERWORTH TOWN COUNCIL

Christmas Lights Tender (ref. 2026)

INVITATION TO TENDER - PART TWO

SPECIFICATION

1. DESCRIPTION OF THE WORKS

The Client requires the Contractor to provide and co-ordinate a hire contract for the installation, maintenance and storage of Christmas Light displays under this contract at the various sites listed at **Schedule A**.

- a) Care and consideration must be shown to pedestrians and businesses at all locations at all times.
- b) It is intended to hold regular meetings with the contractor to discuss performance.
- c) The locations to be maintained are detailed in **Schedule A**.

2. OPERATIONAL REQUIREMENTS

2.1 Definitions

- 2.1.1 'Switch On Date' means the date agreed in advance between the Hirer and the Owner when the Goods are to be ready for illumination. This is the last Friday in November.
- 2.1.2 'Switch Off Date' means the date agreed in advance between the Hirer and the Owner when the Goods are to be switched off. This is traditionally the twelfth night after Christmas.
- 2.1.3 'Delivery Date' is the date agreed between the Hirer and the Owner when the Goods are to be delivered on site. This should be the week following the Remembrance Day commemorations.
- 2.1.4 'Removal Date' is the final date agreed between the Hirer and the Owner by which the Goods are to be removed from the site. This should be as soon as possible but no longer than seven days after the Switch Off Date.
- 2.1.5 The 'Storage Period' is the period during the Contract when the Goods are stored by the Owner, i.e. excluding the period each year between the Delivery Date and the Removal Date.
- 2.1.6 'Hirer' shall mean Lutterworth Town Council of Council Offices, Coventry Road, Lutterworth, Leics LE17 4SH.
- 2.1.7 'Goods' means the Christmas Lights which shall be supplied to the Hirer in accordance with the General Conditions of Contract.

- 2.1.8 The Owner shall be deemed to have examined the Specification and these Conditions of Contract. No claims from the Owner for additional payment will be allowed on the grounds of misinterpretation of the Specification (whether it was prepared by the Hirer or by the Owner) or these Conditions of Contract if the Owner could reasonably have sought clarification from the Hirer prior to the issue of the award of the Contract.

2.2 Installation

- 2.2.1 The Owner shall deliver the Goods on site by the Delivery Date and install the Goods on the Site in accordance with the General Conditions of Contract by the Switch On Date. The Owner will arrange for the Goods to be switched off by the Switch Off Date and removed from site by the Removal Date.
- 2.2.2 The Owner shall use good quality materials, techniques and standards to execute the installation with the care, skill and diligence required in accordance with the best industry practice.
- 2.2.3 The Owner shall, upon the request of the Hirer, be able to PAT test any additional lighting cables that may be held in stock by the Hirer that the Owner could use to decorate the town.

2.3 The Installation Site

- 2.3.1 The Owner shall be required to visit the site at the commencement of the contract and shall conduct a visual inspection to ensure the site appears suitable for the installation. In the event that in the second or subsequent years of the contract there are:

2.3.1.1 any changes to the required layout

2.3.1.2 any changes to the Electrical infrastructure, or any other changes affecting the installation

These must be notified by the Hirer to the Owner at least two months prior to the Delivery Date.

- 2.3.2 A site visit in conjunction with the Lutterworth Town Hall Charity will be required upon award of the contract as an electrical supply has historically been taken from the Lutterworth Town Hall to power some of the town's Christmas Lights. This agreement will need to be re-established.
- 2.3.3 Site visits with other property owners around the town may also need to be arranged by the Owner, in conjunction with the Hirer.

2.4 Access

- 2.4.1 The Hirer shall afford to the Owner at all reasonable times and with prior agreement, such access to the Site, (but not necessarily sole access) as may be necessary for the inspection of the Site and for the execution of delivery and installation, providing always that the Hirer shall have the right to refuse to admit to, order the removal from, the Site of any person employed by, or acting on behalf of, the Owner who, in the opinion of the Hirer, is not a fit and proper person to be on Site. Action under this Clause shall not relieve the Owner of any of its obligations under the Contract.
- 2.4.2 The Owner must take reasonable care to ensure that, in the execution of the delivery and installation, they do not interfere with the operations of the Hirer, its employees or any other contractor employed on the Site.
- 2.4.3 The Owner may work on the Site only with the permission of the Hirer.
- 2.4.4 The Owner shall:-
- 2.4.4.1 comply at all times with its statutory obligations in respect of Health and Safety at Work and the Hirer's policies, procedures and/or reasonable instructions in respect of health and safety;
 - 2.4.4.2 comply with any policies, procedures and/or reasonable instructions of the hirer with regard to security when attempting to gain access to and egress from, and at all times when working on, the Site;
 - 2.4.4.3 leave the Goods and the Site in a clean and tidy condition at the end of each visit and upon completion of each installation.

2.5 Quality

- 2.5.1 The Goods supplied will be of good construction, sound materially, of adequate strength and free from defects in design materials and workmanship, and will be designed and manufactured so as to be safe and without risk to health when in use.
- 2.5.2 The Goods and Services supplied must comply with the express terms of the Contract and all implied conditions, warranties and terms contained in the Sale of Goods Act 1979, and the Supply of Goods and Services Act 1982, as applicable to the Contract and as amended by any related statutes, and any statutory re-enactment(s) or modification(s) thereof.

- 2.5.3 The Owner will, at the request of the Hirer, provide the Hirer with copies of any relevant testing or compliance certificates for the Goods and Services.

2.6 The Switch On Date

- 2.6.1 The Switch On Date takes place on the last Friday of November and the Owner is required to assist the Hirer to ensure a safe and successful event including attendance on the night.

2.7 Removal

- 2.7.1 The Owner shall remove the Goods from the Site by the Removal Date.

- 2.7.2 The Owner shall use good quality materials, techniques and standards to execute the removal with the care, skill and diligence required in accordance with the best industry practice.

- 2.7.3 The Owner shall ensure that by the Removal Date the Owner has;

2.7.3.1 removed any equipment from the Site

2.7.3.2 removed any additions or alterations which have been made to the Site.

2.7.3.3 made good any part of the Site which has been damaged by the Owner during the removal and restore the Site to its original state.

2.8 Storage and Delivery

- 2.8.1 All Goods must be adequately stored and protected by the Owner during the Storage Period.

- 2.8.2 The Owner is responsible for the delivery of the Goods to the Site by the Delivery Date and for the removal of the Goods to the storage facilities of the Owner following the Removal Date.

- 2.8.3 The Owner shall provide all necessary labour, materials and plant required for the delivery and installation.

- 2.8.4 The Goods shall be stored and transported at the sole risk and expense of the Owner.

- 2.8.5 The Owner shall be responsible for the safe custody of any equipment which is the property of the Owner whilst it is on the Site. The Hirer shall not be liable for any loss or damage to the equipment as aforesaid howsoever caused, and shall have the right to charge for storage of the

equipment in the event that the Owner fails to remove their equipment from Site within a reasonable period of time following installation.

- 2.8.6 The Owner shall have the capability to store an artificial tree upon the request of the Hirer.

2.9 Variations

- 2.9.1 The Owner shall not alter any of the Goods and/or Services, except as directed in writing by the Hirer.

2.10 Delays by the Owner

- 2.10.1 The Switch On Date and the Removal Date shall be the essence of the Contract. If the Owner fails to:-

2.10.1.1 complete any installation by any Switch On Date; or

2.10.1.2 remove the Goods by any Removal Date

the Hirer shall have the right exercisable by giving notice to the Owner, either to cancel the Contract or to recover from the Owner any losses which they may have suffered.

2.11 Standard of Performance

- 2.11.1 The Owner warrants and undertakes to ensure that the Goods maintain the correct standard of performance during the Hire Period and more particularly between the Switch On Date and the Switch Off Date.

- 2.11.2 In the event that any parts of the Goods supplied in accordance with the Contract shall fail to achieve and maintain the standards of expected performance then within 3 days of notification of such failure the Owner shall repair and/or replace such part of the Goods as is necessary to achieve the stated standard of performance and free of all charges.

- 2.11.3 In the event that all or any of the goods supplied in accordance with the Contract shall consistently fail to achieve and maintain the standards of performance as set out in **Clause** 2.11.2 the Owner warrants for the Hire Period that the Goods, or specific portion(s) thereof affected by such circumstances shall be replaced with goods and/or services of equal or nearest equivalent higher specification forthwith and free of all charges.

- 2.11.4 For the avoidance of doubt “consistently fail” shall be defined as the Goods requiring a minimum of three (3) notifications under **Clause** 2.11.2 above per Display Period to provide service repairs or replacements to satisfactory standards.

2.11.5 If the Owner removes the Goods from the Site to undertake warranty repairs, and fails to return the goods repaired and operating to the standards of performance as defined in **Clause** 2.11.2 within a maximum period of three working days, and/or fails to provide an adequate service within the same period, from the date of receiving the initial request from the Hirer, the failure shall be defined as one service call added to the cumulative total referred to in **Clause** 2.11.2 for each three (3) working day period as aforesaid.

2.12 Indemnity and Insurance

2.12.1 The Owner shall indemnify and keep indemnified the Hirer from and against any and all loss damage and liability (whether criminal or civil) suffered and legal fees and other costs incurred by the Hirer resulting from a breach of this agreement by the Owner including;

2.12.1.1 any act of neglect or default of the Owner's employees or agents.

2.12.1.2 breaches in respect of any matter arising from the supply of the Goods and Services resulting in any successful claim by any third party.

2.12.2 The Owner must take out insurance adequate to cover the risks in this Clause and its liabilities under the Contract and in any event, in an amount of not less than ten million pounds (£10,000,000) GBP for any one claim, or connected series of claims that may arise. The Owner must, on the request of the Hirer, provide evidence of the insurance policy and of payment of the premiums.

2.13 Payment

2.13.1 Value Added Tax, where applicable, must be shown separately on all invoices.

2.13.2 Any payment made shall be without prejudice to the Hirer's rights, should the Goods or Services prove unsatisfactory or not in accordance with the Contract.

2.14 Health and Safety

2.14.1 Equipment must not be left lying on the floor or surfaces during the working period. At the end of their work all equipment and materials are to be removed from Council premises. The Owner will ensure that whilst work is in progress warning notices are prominently displayed warning of the dangers of the work in progress at all times.

2.14.2 All site defects impeding or distracting the operators must be reported to the Town Clerk.

2.14.3 The Owner must provide all PPE to include the appropriate training in its use required by the staff to carry out their duties in a safe manner.

2.15 Contact Number

The Owner shall provide a single point of contact from 8am to 5pm, Monday to Friday, and also an emergency contact number for those hours of the Hire Period, to include weekends and Bank Holidays.

2.16 Damage

The Owner will be held responsible for all damage to buildings, persons and property during the progress of the work, and is to make good any damage that may occur, at the Owner's own cost, to the satisfaction of the Council. All incidents must be recorded, and the Town Clerk notified.

2.17 Sub Contractors

All sub contractors to be used on this Contract must be approved by the Hirer prior to their employment by the Owner. The Owner shall provide the names, addresses and contacts together with any further information required by the Hirer for the purpose of sub contractor approval.