

Dumbleton Parish Council
Clerk to the Council: David Roscoe
2 Mews Cottage, St Peter's Lane, Dumbleton, Worcs WR11 7TL
Telephone: 07950 118355 E-Mail: clerk@dumbleton-parish-council.org.uk

Dumbleton Parish Council

Contract for the provision of grass cutting 2023

Parties

This contract is entered into by and between Dumbleton Parish Council and (the Contractor).

“Personnel” shall mean any person working at any time and in any capacity for and on behalf of the Contractor.

Duration of the Contract

The terms of this agreement shall begin on the date at which it is signed below and shall expire on 31/3/2026.

Extent of the Contract

This Contract is based on a request to tender for grass cutting services issued by Dumbleton Parish Council on the 5/12/22.

The email response shall be appended to this Contract.

This document and any attached hereto constitute the entire agreement between the parties.

The Contractor will be given first opportunity to quote for additional related work during the Contract period provided that the Contractor has not breached any obligations of this Contract.

Dumbleton Parish Council reserves the right to employ any other contractor for works beyond the extent of the Contract entirely at its discretion and without notice.

Alterations to the Contract

This contract may not be modified in any manner unless in writing and signed by both parties.

The Parish Clerk shall be the signatory for Dumbleton Parish Council.

Enforcement of the Contract

This contract shall be binding upon the parties and shall be enforced under the laws of England and Wales.

Disputes and Termination

Either party shall give the other 14 clear working days notice in writing to terminate the Contract.

In the event of a dispute between the parties the contract will be suspended pending resolution and in such circumstance Dumbleton Parish Council reserves the right to appoint an alternative contractor temporarily in order that it may fulfil its obligations to the Parish in respect of grass/hedge cutting.

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Dumbleton Parish Council reserves the right to immediately upon any breach of Contract whether such breach has been proven or not or in circumstances where the Contractor is not or is not likely to fulfil its obligations under this Contract or as soon as a letter of Termination has been received appoint an alternative contractor in order that it may fulfil its obligations to the Parish in respect of grass/hedge cutting.

Payments and Appraisals

- The Contractor should invoice after each period of work.
- The Parish Clerk will be responsible for payments.
- Payments will be made every upon receipt of invoice from commencement of the Contract.

The Contractor shall clarify the tax/PAYE situation with the Parish Clerk prior to commencement of the Contract and shall notify the Parish Clerk of any changes in circumstance during the Contract period.

The Contractor's work shall be managed by Dumbleton Parish Clerk or any appointed Dumbleton Parish Council representatives who will be responsible for appraising the Contractor's work.

Alterations, amendments or variations to works or working practices or to any part of the Contract of any kind must be agreed by both parties in writing and attached hereto.

The Council will carry out a written appraisal of the Contractor's work within two months of commencement of the contract and at the end of each cutting season (each Autumn).

Dumbleton Parish Council will provide written references upon request for the Contractor but only after the date of the first appraisal. Requests should be made in writing to the Parish Clerk.

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Specific Terms of the Contract

Schedule of Works

The Contractor shall provide grass/hedge cutting services to the identified on the attached map in Appendix 1.

Alterations, amendments and variations to the Schedule of Works must be agreed by both parties in writing and attached hereto.

Schedule of Charges

The Contractor agrees to charge for the Schedule of Works described above and specified in their response to Dumbleton Parish Council's tendering document which is appended to this Contract as follows :

Price for weekly cut of (to be quoted on).

This is based on a weekly cut or as required between the months of March/April- October during the contract term as per tender (Exact dates to be agreed)

Price for one off cut as per terms below of (to be quoted on)

Charges for any work which falls outside this Contract shall be agreed at the time of a request for such work to be carried out.

Additional work will be carried out within 7 working days of a request to do so.

In the case of reasonable circumstances which may prevent work being carried out within 7 working days, variation shall be agreed with the Parish Clerk.

Review of Charges

The Contractor's charges will remain fixed for the period of the contract.

Any and all alterations to the Schedule of Charges shall be agreed in writing and attached hereto.

Obligations of the Contractor

1) Proficiency and Competence

The Contractors' operatives and sub-contractors must be trained on the equipment they are using and be proficient in its use.

All personnel working for or on behalf of the Contractor must be trained and proficient in the use of any new or replacement equipment introduced for the carrying out of the Contractor's obligations at any time during the Contract period.

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Where certificated training is a statutory requirement under the laws of England & Wales written evidence of qualification must be held by the Contractor for the duration of this Contract and made available upon request.

2) Equipment and Plant

All equipment required to fulfil the obligations of the Contract shall be provided and maintained by the Contractor.

The Contractor shall not rely upon Dumbleton Parish Council to provide any equipment or safety equipment unless agreed with the Clerk prior to the carrying out of any works.

Equipment used in the carrying out of the Contractor's obligations shall at all times be maintained to a safe working standard and be fit for purpose and carry any statutory certificates or proofs of mechanical operation such as may be legally required and the above shall be made available to Dumbleton Parish Council upon request.

Dumbleton Parish Council accepts no liability whatsoever for equipment used.

3) Health and Safety

Responsibility for the health and safety of operatives and sub-contractors remains with the Contractor at all times.

The Contractor shall maintain all and any relevant health and safety processes and records as may be legally required throughout the duration of the Contract.

Copies of any statutory health and safety certification should be made available to Dumbleton Parish Council upon request.

All personnel shall wear high visibility clothing at all times when working for Dumbleton Parish Council.

All personnel shall park vehicles in a respo/and safe manner at all times and in adherence to prevailing laws taking into account the safety of other operatives and other highway users at all locations.

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4) Insurance

The Contractor shall provide documentary proof that they are appropriately insured prior to the commencement of this Contract and shall maintain appropriate insurance throughout the Contract period.

The Contractor shall make evidence of appropriate insurance cover available to Dumbleton Parish Council upon request.

5) Workforce

The Contractor shall notify the Parish Clerk of names of operatives before each period of work.

All personnel will behave in a responsible and polite manner towards members of the public at all times.

6) Carrying out of Works

The Contractor will not carry out any works without the prior consent of the Parish Clerk.

Works should be carried out within 5 working days of a request being made to the Contractor by the Parish Clerk.

In the case of reasonable circumstances which may prevent works being carried out within 7 working days, variation shall be agreed with the Parish Clerk.

The contractor should avoid working during anti-social hours.

Works should be carried out between 08:00 and 20:00 Monday to Saturday inclusive.

Works should not be carried out on Sundays and Bank Holidays except with the express permission of Dumbleton Parish Council.

The Contractor should ensure that communication between their management, operatives and Dumbleton Parish Council (usually the Clerk) is available during on-site hours.

The Contractor will not have the right to restrict or control traffic flow and should only work at a safe distance from the highway. Where this proves impossible, the Contractor must contact the Parish Clerk who will be able to suggest appropriate action.

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The contractor should cut grass/hedges sympathetically, particularly in the spring when spring bulbs should be respected. The first cuts should work around daffodil and other bulb plants which need to retain leaves for a period after flowering.

Contractors should keep the grass/hedge cutting simple respecting the rural nature of the area.

The Contractor should take care to avoid damage to static or moveable items in the vicinity of works (including but not limited to trees, shrubs, walls, structures, play equipment, benches and parked vehicles). Any damage caused should be immediately reported to the Clerk.

The Contractor is responsible for any damage caused by their operatives, whether to public or private property.

Where cutting cannot proceed due to an eventuality beyond the control of the Contractor, Dumbleton Parish Council will at the discretion of the Clerk reimburse any costs reasonably incurred provided that the situation has been immediately reported to the Parish Clerk.

Signed on behalf of the Parish Council:

Parish Clerk

Dated:

Signed on behalf of the Contractor:

(to be inserted)

Dated:

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APPENDIX 1

SEE ATTACHED MAPS