



Grass Cutting Contract Agreement

1. Parties

This agreement is made between Little Waltham Parish Council (the Council) and The contractor

The Parish Clerk shall be the point of contact between the Contractor and the Council and shall receive documentation and invoices and shall provide any specific instructions to the contractor on behalf of the Parish Council.

2. Contractors Obligations

The contractor shall with due diligence and in a good and workmanlike manner carry out and complete the works in accordance with the specification using appropriate tools and equipment to the reasonable satisfaction of the Council.

3. Term of the Contract

- 3.1 The contract shall commence from 1 April 2022 and shall conclude on 31 March 2024.
- 3.2 The Council reserves the right to extend the contract thereafter on a year by year basis.

4. Control of Works

The contractor shall not sub-contract the works or any part thereof without the written consent of the Council and such consent shall not reasonably be withheld. Any instructions issued by the Council to the contractor shall be communicated to the person carrying out the works

5. Variations

The Council may, without invalidating the contract, order an addition to or omission from or other change in the works or the order or period in which they are to be carried out and any such instruction shall be valued by the contractor on a fair and reasonable basis such price to be agreed prior to the contractor carrying out any such instruction.

6. Payment

- 6.1 A detailed monthly statement of work carried out shall be submitted on a monthly basis to the Clerk no later than 7th day of the following month.
- 6.2 No payments shall be made for extra work not included in the specification unless it has been subject to prior agreement via the Clerk.

- 6.3 No payments shall be made for the loss of expenses of the contractor due to misunderstandings of the documentation.
- 6.4 The contract price will be fixed for the term of the contract
- 6.5 If relevant the contractor shall assess the Value Added Tax due and include on each invoice submitted for payment.
- 6.6 The Council will issue a payment by cheque which will be signed at a Parish Council meeting (which take place on the first Tuesday of the month with the exception of August) and dispatched to the contractor thereafter without delay.

7. Health and Safety

The contractor undertakes to comply with Health and Safety legislation including any appropriate codes of practice produced by the Health and Safety Executive and insure that all personnel engaged by the contractor have received appropriate health and safety training and are provided if required with appropriate Personal protective equipment.

8. Transparency

The Council is a Local Authority to whom the provisions of the Freedom of Information Act 2000 ('FOIA') or General Data Protection Regulation 2016 (GDPR) apply, the Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA/GDPR, the content of this Contract is not confidential. The Council shall be responsible for determining in its absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of FOIA/GDPR. Notwithstanding any other term of this Contract the Contractor hereby consents to the Council publishing the contract, contract specification and related documents in their entirety, including any changes agreed by both parties, but in each case with any information which is exempt from disclosure in accordance with the provisions of FOIA/GDPR, said information will be redacted.

9. Injury Damage and Insurance

9.1 The Contractor shall be liable for, and shall indemnify the Council against any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or death of any person arising out of or in the course of or caused by the carrying out of the Works, except to the extent that the same is due to Council or any Statutory Undertaker. Without prejudice to his liability to indemnify the Council, the contractor shall maintain and shall cause any subcontractor to maintain such insurances as are necessary to cover the liability of the contractor, or, as the case may be, of such contractor, in respect of personal injury or death arising out of or in the course of or caused by the carrying out of the works. Provided that nothing in this clause contained shall impose any liability on the subcontractor in respect of negligence or breach of duty on the part of the Council, the contractor, his other subcontractors or their respective servants or agents.

9.2 The Contractor shall be liable for, and shall indemnify the Council against, any expense, liability, loss, claim or proceedings in respect of any loss, injury or damage whatsoever to any property real or personal in so far as such loss, injury

or damage arises out of or in the course of or by reason of the carrying out of the Works and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Contractor or any Contractor's Person.

9.3 Without limiting or affecting his indemnities to the Council under clauses 9.1 and 9.2, the Contractor shall effect and maintain (and shall cause any sub-contractor similarly to effect and maintain) insurance in respect of claims arising out of the liabilities referred to in those clauses and upon the commencement of this contract the contractor shall produce evidence that the insurances are in force.

10. Termination

This contract shall terminate upon the occurrence of the following –

- Upon the conclusion of the initial term of this contract
- In the event that the contract is extended by a one year term the Council shall confirm at least 28 days prior to 31st March each year as to whether the contract shall terminate on 31st March or invite the Contractor to continue for a further one year term subject to agreement of financial terms.
- Forthwith upon the contractor becoming insolvent or bankrupt or makes any composition or arrangement with his creditors.
- By the serving of 28 days notice by the Council upon the contractor in the event that the contractor without reasonable cause fails to proceed diligently with the works or wholly suspends the carrying out of works
- By the serving of 28 days notice in the event that the work to be carried out under the terms of this contract is not in accordance with the specification of works including the section referring to quality of work.