



Ashington Parish Council

Clerk to the Parish Council: Mrs. K. Dare, Honeysuckle House, London Road, Ashington, Pulborough, West Sussex, RH20 3JR, Telephone 01903 892991
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AGREEMENT FOR THE CARRYING OUT OF HANGING BASKET MAINTENANCE AND WATERING

THIS AGREEMENT is made on the 1st day of May 2011 BETWEEN ASHINGTON PARISH COUNCIL of West Sussex ('the Council) and [?] of or whose registered address is [?] ('the Contractor').

WHEREAS

- (1). The Council wishes the carrying out of Hanging Basket Maintenance and Watering ('the Services') under the supervision of Karen Dare, Clerk to the Council ('the Supervising Officer') and has prepared a specification of the Services to be undertaken.
- (2). The Contractor has submitted a tender document to the Council and the Council has accepted the document (copy of the document to be attached).

IT IS HEREBY AGREED as follows:

1. For the consideration specified in article (2) above the Contractor shall perform the Services set out in the attached specification in accordance with the Contract as defined in the Conditions of Contract attached.
2. The Council shall pay the Contractor the Contract Sum of £? Exclusive of VAT, payable in monthly installments in arrears.
3. The Supervising Officer shall be Karen Dare, Clerk to the Council, or whoever may be the Clerk to the Council at the time.

Signed on behalf of Ashington Parish Council

Malcolm Woolley
Chairman

Signed on behalf of [contractor]

CONDITIONS OF CONTRACT

1. Without prejudice to any other of the Conditions no omission from, addition to or variation of the Contract shall be valid or of any effect unless it is agreed in writing and signed by the Supervising Officer, and by a duly authorized representative of the Contractor.
2. The functions, rights and powers conferred by this Contract upon the Council shall be exercised by the Supervising Officer. The Contractor shall in no circumstances question the existence or extent of the authority of any person authorized by the Supervising Officer to act on his behalf.
3. The Contract shall extend for a period of one year from the Commencement Date and shall not be terminated by either party within that period save in accordance with the Contract. There is a possibility to extend to a second year, subject to satisfactory performance.
4. During the Contract Period the Contractor shall perform the Services (and any modifications authorized by or under the Contract (in particular Clause 5)) efficiently, effectively and safely and in a manner totally consistent with the terms of this Contract, to the entire satisfaction of the Supervising Officer and so as to promote and enhance the image and reputation of the Council.
5. The Supervising Officer shall be entitled to issue to the Contractor instructions in writing requiring the Contractor to do all or any of the following:
 - a. To omit and to cease to perform any part of the Services for such period as the Supervising Officer may fix.
 - b. To perform the Services or any part of the Services for such period as the Supervising Officer may require.
 - c. To perform such additional services outside the scope of the Services as the Supervising Officer may require provided that such additional services shall be the same as or similar to the Services under this Contract in which case payment shall be agreed between the Supervising Officer and the Contractor based on the rates in the Contract.
6. The Contractor will be paid by cheque monthly in arrears in July, August, September & October only, one quarter of the annual tendered sum (allowing for VAT if applicable).
7. The Contract is subject to an annual cost review on the anniversary of the Commencement Date.
8. VAT
 - a. Sums payable to the Contractor pursuant to this Contract are exclusive of VAT.
 - b. The Council shall pay to the Contractor any VAT at the appropriate rate properly chargeable on the supply by the Contractor of the Services.
 - c. Upon receipt by the Contractor of any payments made by the Council pursuant to the Conditions, being a payment including VAT, the Contractor shall issue to the Council an authenticated receipt in such form as may be required by the Value Added Tax Act 1983 ('the Act') or by any Regulations made under the Act.

9. The Contractor shall not assign the Contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the Council.

10. Equipment

- a. The Contractor shall at all times during the Contract Period provide and maintain all such plant and equipment as is necessary for the proper performance of the Services.
- b. The Contractor shall ensure that vehicles are at all times taxed and maintained and kept in good and serviceable and roadworthy condition and in accordance with all relevant statutory requirements and other regulations having the force of law.
- c. The Contractor shall insure and at all times keep insured the vehicles as required by legislation from time to time in force and against such further risks as the Council may from time to time require and the Contractor shall duly pay all premiums and produce to the Council on request appropriate receipts and shall not do or suffer or permit anything which might prejudice the policy.
- d. The Contractor shall obtain, and at all times during the Contract Period maintain, all necessary operator's licences and other permits as may be required for the purpose of or in connection with the provision of the Services.
- e. The Contractor shall use equipment that is fit for the purpose for which it is used and shall keep all equipment maintained in a safe and efficient condition.

11. Personnel

- a. The Contractor shall at all times during the Contract Period employ sufficient persons of sufficient abilities and skills for the proper performance of the Services.
- b. The Contractor shall at all times take all precautions as are necessary to protect the health and safety of himself and all persons employed by him and shall comply with the requirements of the Health and Safety At Work Act 1974 ('the H&S Act) and of any other Acts, Regulations, Orders or EC Directives relating to health and safety of employed persons, and the Food and Environmental Protection Act 1985 and regulations made under that Act.
- c. All works should be carried out in accordance with current health & safety legislation.

12. Representation

- a. The Contractor is not and shall in no circumstances hold himself out as being the agent of the Council
- b. The Contractor is not and shall in no circumstances hold himself out as being authorized to enter into any contract on behalf of the Council in any other way to bind the Council to the performance, variation, release or discharge of any obligation.
- c. The employees of the Contractor are not and shall in no circumstances be held out by the Contractor as being employees or agents of the Council for any purposes.

13. Liability

- a. The Contractor shall be liable for and shall indemnify the Council against any expense, liability, loss, claim or proceedings arising under any statute or in common law in respect of personal injury to or death of any person arising out of or in the course of or caused by the performance of the Services, except to the extent that the same is due to any act or neglect of the Council or of any person for whom the Council is responsible.
- b. The Contractor shall be liable for and shall indemnify the Council against any expense, liability, loss, claim or proceedings in respect of any loss of or injury or damage to any property real or personal insofar as such loss, injury or damage arises out of or in the course of or by reason of the performance of the Services and to the extent that the same is due to a negligence, breach of statutory duty, omission or default of the Contractor, his employees or agents, or in connection with the performance of the Services or any part, his employees or agents.

14. Insurance

- a. Without prejudice to Clause 11 the Contractor shall at all times maintain in force such policies of insurance with reputable insurers or underwriters approved by the Council and shall fully insure and indemnify the Contractor against liability:
 - i. To the Council and to any employee of the Council
 - ii. To the employees of the Contractor
 - iii. To any other persons
 - iv. In the sum of at least £10 million in respect of each claim
- b. The Contractor shall, prior to the commencement of the Contract and thereafter annually, and at such other times as the Supervising Officer may require, supply the Supervising Officer with copies of all insurance policies, cover notes, premium receipts and other documents necessary to comply with Clause 12.a.

15. Monitoring

- a. The Supervising Officer may investigate each case where the Contractor appears to have failed to perform the Services in accordance with the provisions of the Contract.
- b. Where the Supervising Officer is satisfied that in any particular case the Contractor has failed to perform the Services completely in accordance with the provisions of the Contract he shall be entitled to instruct the Contractor to remedy the failure in order to comply fully with the Contract within such reasonable period as the Supervising Officer may determine.

16. Termination

- a. Without prejudice to any other remedy the Council shall be entitled forthwith upon the happening of any of the following events to terminate this contract, such events being:
 - i. The Contractor's having failed to complete the Services for a period of 2 weeks
 - ii. Any breach by the Contractor of any other provision of the Contract
 - iii. The Contractor's suffering an execution to be levied on his goods, or if the Contractor consists of one or more

individuals, any such individual dying, entering into a composition or arrangement for the benefit of his creditors or having a receiving order in bankruptcy made against him or if the Contractor's having a receiver or administrator appointed or being the subject of a resolution or order for winding up. PROVIDED that an amalgamation or reconstruction of a limited company shall be deemed not to be a breach of this sub-clause.

- b. Upon such termination, in addition to such consequences as are set out in the other provisions of the Contract:
 - i. The Contractor shall immediately cease to perform any of the Services
 - ii. The Contractor shall fully indemnify the Council in respect of the cost of causing to be performed such Services as would have been performed by the Contractor during the remainder of the Contract period to the extent that such cost exceeds such sums as would have been lawfully payable to the Contractor for performing such Services. The Council shall be at liberty to have such Services performed by any persons (whether or not employees of the Council) as the Council shall in its discretion think fit and shall be under no obligation to employ the least expensive method of having such Services performed.
 - iii. The Council shall be under no obligation to make any further payment to the Contractor and shall be entitled to retain in its hands any payment which may have fallen due to the Contractor before termination until the Contractor has paid in full to the Council all sums due under this Contract or to deduct therefrom any sum due from the Contractor to the Council under this Contract.

17. Notice

- a. No notice to be served upon the Council shall be valid or effective unless it is sent by registered post or delivered by hand to the Council at the address specified in the Articles of Agreement or to such other address as the Supervising Officer may notify the Contractor in writing.
- b. Any notice to be served upon the Contractor shall be valid and effective if it is sent by registered post or delivered by hand to the registered office, principal place of business or to the premises referred to in the Articles of Agreement or is delivered by hand to a Director, Proprietor or other responsible representative of the Contractor.
- c. The Notice Period for his Contract is to be two months and all Services must continue during the Notice Period.

18. The Contractor shall comply with all statutory and other provisions to be observed and performed in connection with the Services provided under the Contract and shall indemnify the Council accordingly.

Karen Dare
May 2011

HANGING BASKET WATERING CONTRACTOR SPECIFICATION

1. The Maintenance Contractor will be engaged on a contract basis. They will determine their own hours of work, account for their own tax and National Insurance (if any), carry public liability insurance to the value of £10 million pounds and provide their own tools and equipment.
2. The work to be undertaken comprises:
 - a. Collection of the hanging baskets from the Nursery
 - b. Hanging of the baskets on appropriate lampposts in London Road, Ashington during the first week of June using the appropriate brackets and fixings.
 - c. Watering of the 50 hanging baskets erected on London Road for 16 weeks from the date of hanging
 - d. Watering must take place 3 times per week
 - e. Baskets are to be fed with tomato fertilizer once during August
 - f. The water reservoir in each basket must be filled each time the baskets are watered. In addition the soil should be watered fully.
 - g. Removal of the baskets after 16 weeks (or at the request of the Supervising Officer) and delivery back to the Nursery.
3. The Supervising Officer should be informed if any baskets or brackets are damaged or if additional work is recommended eg more frequent watering, additional feed etc. and additional work must not be undertaken without authorization from the Supervising Officer.
4. All works should be carried out in accordance with current health & safety legislation.



Ashington Parish Council

Clerk to the Parish Council: Mrs. K. Dare, Honeysuckle House, London Road, Ashington, Pulborough, West Sussex, RH20 3JR, Telephone 01903 893740
Email: karendare@tiscali.co.uk

TENDER RETURN DOCUMENT – Landscape Maintenance Contract

With regards to the above contract please find enclosed:

1. One copy of an insurance certificate showing public liability insurance for £10 million pounds
2. Two references
3. Evidence of relevant qualifications/past work (if not previously supplied).
4. Completed breakdown of tender costs sheet as supplied

My price for the tender (excl VAT) per annum is £ per week for 16 weeks watering plus £ for collection, installation, removal and delivery back to the nursery.

£ _____ (numbers)

£ _____ (words)

The price is to include all works contained and inferred within the specification and allow for compliance to current health and safety legislation.

Will your tender sum be subject to VAT Y/N (delete as appropriate)

As a Parish Council we can reclaim VAT and this question is for record purposes only.

Please return one copy of this form and the other information requested above, no later than 30th April 2011 to:

Mrs. K. Dare, Honeysuckle House, London Road, Ashington, Pulborough, West Sussex, RH20 3JR

Any tenders received after this date or not including any requested documents may be deemed invalid. Before returning this form please make sure that it is fully completed. The Parish Council is not bound to accept the lowest tender, and will make their decision on the basis of a combination of cost, previous experience/qualifications and references.

Name _____

Company _____

Contact number _____

Date _____