

DATED

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CONTRACT FOR GRASS CUTTING SERVICES

between

BRAY PARISH COUNCIL

and

THIS AGREEMENT is dated

PARTIES

BRAY PARISH COUNCIL of Jubilee Room, Braywood Memorial Hall, Fifield, SL6 2NX (**Council**).
(Contractor).

AGREED TERMS

INTERPRETATION

1.1 Definitions. In this agreement, the following definitions apply:

Authorised Representative: on behalf of the Council

Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

Charges: the charges payable by the Council for the supply of the Services in accordance with clause 9.

Commencement Date: 5th April 2024

Council Materials: has the meaning set out in clause 3.3.

Environmental Information Regulations: the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

FOIA: the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

FOIA Exemption: any applicable exemption to the FOIA including, but not limited to, confidentiality (section 41 FOIA), trade secrets (section 43 FOIA) and prejudice to commercial interests (section 43 FOIA)

Initial Term: 3 Years

Services: the services, to be provided by the Contractor under this agreement as set out in the Specification.

Specification: the description or specification for the Services set out in Schedule 1

Website: web pages owned and/or hosted by the Council connected to and made available on the World Wide Web and viewable by anyone connected to the internet who has a web browser

1.2 The following rules of interpretation apply in this agreement:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to writing or written includes faxes and emails.

2. INITIAL TERM

2.1 The Initial Term of 3 years, unless terminated earlier in accordance with the terms of this agreement.

Extending the initial term

2.2 The Council may extend this agreement beyond the Initial Term by a further period or periods of up to two (2) years (each such extension together with any such extensions, being the "Extension Period"). If the Council wishes to extend this agreement, it shall give the Contractor at least six (6) months' written notice of such intention before the expiry of the Initial Term or Extension Period.

2.3 If the Council gives such notice then the Term shall be extended by the period set out in the notice.

2.4 If the Council does not wish to extend this agreement beyond the Initial Term this agreement shall expire on the expiry of the Initial Term and the provisions of Clause 15 shall apply.

3. SUPPLY OF SERVICES

3.1 The Contractor shall from the Commencement Date and for the Term provide the Services to the Council.

3.2 The Contractor shall meet any performance dates for the Services specified in the Specification.

3.3 In providing the Services, the Contractor shall:

- (a) Perform all the Services as set out Schedule 1,
- (b) Comply with the Performance Criteria as set out in Schedule 2,
- (c) co-operate with the Council in all matters relating to the Services, and comply with all instructions of the Council;
- (e) perform the Services with the best care, skill and diligence in accordance with best practice in the Contractor's industry, profession or trade;
- (f) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with this agreement;
- (g) ensure that the Services will conform with all descriptions and specifications set out in the Specification;
- (h) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (i) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- (j) observe all health and safety rules and regulations and any other security requirements that apply at any of the Council's premises;
- k) not do or omit to do anything which may cause the Council to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Contractor acknowledges that the Council may rely or act on the Services; and
- (l) Ensure quality and accuracy of reports, appraisals and other deliverables and use of Industry standard software.

3.4 Advertising and Sponsorship

- 3.4.1 The Contractor shall not display any external advertisement or sponsors around the site on billboards or displays without the prior approval of the Council (such consent not to be unreasonably withheld or delayed).
- 3.4.2 Any third party advertising or sponsorship requires prior consent from the Council (such consent to not be unreasonably withheld or delayed).

4. COUNCIL REMEDIES

- 4.1 If the Contractor fails to perform the Services by the applicable dates set out in the Specification or the Contractor fails to perform the Services to the standard set out in the Specification, the Council shall, without limiting its other rights or remedies, have one or more of the following rights:
 - (a) to terminate this agreement with immediate effect by giving written notice to the Contractor;

- (b) to refuse to accept any subsequent performance of the Services which the Contractor attempts to make;
- (c) to recover from the Contractor any reasonable and proper costs reasonably and properly incurred by the Council in obtaining substitute services from a third party;
- (d) where the Council has paid in advance for Services that have not been provided by the Contractor, to have such sums refunded by the Contractor; or
- (e) to claim damages for any additional costs, loss or expenses incurred by the Council which are in any way attributable to the Contractor's failure to meet such dates or standards provided that the Council shall mitigate its loss.

4.2 The terms of this agreement shall extend to any substituted or remedial services provided by the Contractor.

4.3 The Council's rights under this agreement are in addition to its rights and remedies implied by statute and common law.

5. COUNCIL'S OBLIGATIONS

The Council shall:

- (a) provide the Contractor with reasonable access at reasonable times to the Council's premises for the purpose of providing the Services;
- (b) provide such information to the Contractor as the Contractor may reasonably request and the Council considers reasonably necessary for the purpose of providing the Services.

CONTRACT MANAGEMENT

6. Monitoring

6.1 The Council may reasonably monitor the performance of the Services by the Contractor.

6.2 The Contractor shall co-operate, and shall procure that its Sub-Contractors co-operate, with the Council in carrying out the monitoring referred to in clause 7.1 at no additional charge to the Council.

6.3 The Contractor agrees to meet at least once every quarter with the Council.

7. Charges and payment

7.1 The Charges for the Services are set out in the Schedule 2, and shall be the full and exclusive remuneration of the Contractor in respect of the performance of the Services. Unless otherwise agreed in writing by the Council, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services.

- 7.2 The Contractor shall invoice the Council monthly in arrears. Each invoice shall include such supporting information required by the Council to verify the accuracy of the invoice.
- 7.3 In consideration of the supply of the Services by the Contractor, the Council shall pay the invoiced amounts within 28 days of the date of a correctly rendered VAT invoice to a bank account nominated in writing by the Contractor.
- 7.4 All amounts payable by the Council under this agreement are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under this agreement by the Contractor to the Council, the Council shall, on receipt of a valid VAT invoice from the Contractor, pay to the Contractor such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 7.5 The Contractor shall maintain complete and accurate records of the time spent and materials used by the Contractor in providing the Services, and shall allow the Council to inspect such records at all reasonable times on request.
- 7.6 The Council may, without limiting its other rights or remedies, set off any amount owed to it by the Contractor under this agreement against any amount payable by the Council to the Contractor under this agreement
- 7.7 The Contractor shall be required to show the Council their audited annual accounts.
- 7.8 The Contractor shall be required to show a breakdown of their income and expenditure along with a separate breakdown of their coaching programme rates.

8. INDEMNITY

- 8.1 The Contractor shall keep the Council indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Council as a result of or in connection with:
- (a) any claim made against the Council by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Contractor, its employees, agents or subcontractors.

Provided that any indemnity given by the Contractor in this Agreement in favour of the Council shall be construed as being subject to the proviso that the Council shall not admit, compromise, settle, or agree any action, claim demand or proceeding for alleged liability made or brought against it by any third party without the prior written consent of the Contractor (such consent not to be unreasonably withheld or delayed) and otherwise the Council shall use all reasonable endeavours to mitigate any costs, claims, expenses and loss incurred or suffered by it in respect of the indemnity in question.

- 8.2 For the duration of this agreement, the Contractor shall maintain in force, with a reputable insurance company, Employers Liability Insurance in the sum of £10,000,000 and Public / Product Liability Insurance in the sum of £12,000,000 to cover the liabilities that may arise under or in connection with this agreement and shall, on the Council's request, produce

both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

9. DATA PROTECTION

The Contractor shall (and shall procure that any of its Personnel involved in the provision of the Services shall) comply with any notification requirements under the Data Protection Act 1998 ("DPA") and both Parties shall duly observe all their obligations under the DPA, which arise in connection with the Services.

10. FREEDOM OF INFORMATION AND TRANSPARENCY

- 10.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and in particular that the Council may be required to provide information relating to this agreement or the Services to a Person in order to fully comply with its obligations.
- 10.2 The Contractor shall assist and co-operate with the Council (at the Contractor's expense) to enable the Council to comply with these information disclosure requirements

11. EQUAL OPPORTUNITIES

The Contractor shall adopt a policy to comply with the requirements of the Equality Act 2010 and, accordingly, shall not treat one individual or group of people less favourably than others because of colour, race, nationality, ethnic origin, religion or belief, gender, gender reassignment, sex, sexual orientation, disability, age, marital status or because they have entered into a civil partnership, pregnancy or maternity and, further, shall seek to promote equality among its Personnel and generally

12. DISPUTE RESOLUTION

In the event that a dispute arises in respect of this agreement or the Services the parties will meet within ten Business Days of a request by either party and the parties shall use their best endeavours to resolve disputes arising out of this agreement. If any dispute referred to a meeting is not resolved at that meeting then either party, by notice in writing to the other, may refer the dispute to senior officers of the two parties who shall co-operate in good faith to resolve the dispute as amicably as possible within twenty Business Days of service of such notice. If the senior officers fail to resolve the dispute in the allotted time, then the parties shall, within that period, on the written request of either party enter into an alternative Dispute Resolution Procedure with the assistance of a mediator agreed by the parties or, in default of such agreement within seven Business Days of receipt of such request, appointed, at the request of either party, by the Centre for Dispute Resolution or such other similar body as is agreed.

13. TERMINATION

- 13.1 Without limiting its other rights or remedies, the Council may terminate this agreement with immediate effect by giving written notice to the Contractor if:
- (a) the Contractor commits a material or persistent breach of this agreement and (if such a breach is remediable) fails to remedy that breach within 5 days of receipt of notice in writing of the breach;
 - (b) the Contractor suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 - (c) the Contractor commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies or the solvent reconstruction of the Contractor;
 - (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Contractor (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies or the solvent reconstruction of the Contractor;
 - (e) the Contractor (being an individual) is the subject of a bankruptcy petition order;
 - (f) a creditor of the Contractor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Contractor (being a company);
 - (h) a floating charge holder over the assets of the Contractor (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - (i) a person becomes entitled to appoint a receiver over the assets of the Contractor or a receiver is appointed over the assets of the Contractor;
 - (j) any event occurs, or proceeding is taken, with respect to the Contractor in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.1(b) to clause 16.1(i) (inclusive);
 - (k) the Contractor suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or
 - (l) the Contractor (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
 - (m) The Contractor commits an offence under the Bribery Act 2010.

- 13.2 Without limiting its other rights or remedies, either Party may terminate this agreement by giving the other, 6 months written notice
- 13.3 In the event that the Contractor's Lease is terminated this Agreement shall also terminate.

14. CONSEQUENCES OF TERMINATION.

On termination of this agreement for any reason:

- (a) the Contractor shall (if applicable) immediately deliver to the Council all Council Materials. If the Contractor fails to do so, then the Council may enter the Contractor's premises and take possession of them. Until they have been returned or delivered, the Contractor shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this agreement;
- (b) the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of this agreement which existed at or before the date of termination; and
- (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect

GENERAL

15.1 Force majeure:

Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under this agreement if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the Contractor from providing any of the Services for more than 2 weeks, the Council shall have the right, without limiting its other rights or remedies, to terminate this agreement with immediate effect by giving written notice to the Contractor.

15.2 Assignment and subcontracting:

- (a) The Contractor shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this agreement without the prior written consent of the Council.
- (b) The Council may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under this agreement and may subcontract or delegate in any manner any or all of its obligations under this agreement to any third party or agent.

15.3 Notices:

- (a) Any notice or other communication required to be given to a party under or in connection with this agreement shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its

principal place of business, or sent by fax to the other party's main fax number, or sent by email.

- (b) Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax or email, on the next Business Day after transmission.

15.4 Waiver and cumulative remedies:

- (a) A waiver of any right under this agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

15.5 Severance:

- (a) If a court or any other competent authority finds that any provision (or part of any provision) of this agreement is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15.6 No partnership: Nothing in this agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

15.7 Third parties: A person who is not a party to this agreement shall not have any rights under or in connection with it.

15.8 Variation: Any variation, including any additional terms and conditions, to this agreement shall only be binding when agreed in writing and signed by Council.

15.9 Governing law and jurisdiction: This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

This agreement has been entered into on the date stated at the beginning of it

SIGNED for and on behalf of
Bray Parish Council
by
(print name)

Signature:

Date:

SIGNED for and on behalf of

by
(print name)

Signature:
Director

Date:

In the presence of:

.....
Signature of Witness

.....
Name of Witness (in BLOCK CAPITALS)

Address

.....

.....

.....

SCHEDULE 1 – SPECIFICATION OF SERVICES

Grass Cutting Specification

Bill of Quantities

16 cuts per year for the period March to October.

2 additional cuts at Bray Cemetery and St Michaels Churchyard in December

6 additional cuts at Gays Lane during the period December to February subject to ground conditions

2 hand strim of the natural area in St Michaels Churchyard

Ad hoc weed killing – products must be environmentally friendly

Holyport Green

1. Gang mow green including area around the Pond and War Memorial, leaving a one metre wide strip around the edge of the pond.
2. Strim around Trees, along perimeter walls and the kerb of the Green with cobbled edging.
3. Twice yearly trim and remove from site (during growing season) Lime Tree suckers at bottom of the tree on war memorial triangle Holyport Green
4. Twice yearly strim and remove from site (during growing season) all vegetation to ground level by high red brick wall opposite the Belgian Arms on Holyport Street - from Green View to the Manor House.

Holyport Green to Bourne Bridge

1. Gang mow either side of the Ascot Road
2. Strim around trees from Holyport Green to Bourne Bridge.

Gays Lane Field

1. Gang mow and strim round poles.
2. Spray Car Park Area with weed killer as required
3. In the winter, scarify and spike the ground 2/3 times.

Aysgarth Park

1. Gang mow Aysgarth Park.
2. Strim inside the Play Area and spray outside edges twice a year with weed killer.
3. Use small mower to cut the grass on 4/5 bunds.

Galifords

4. Cut and strim on both sides of the footpath.

Springfield Park

1. Gang mow and strim, including Play Area
2. Cut & strim area at the back of Lonsdale Way

Biffa Land

1. Gang mow and strim around Trees.

Bray Cemetery

1. Gang mow and strim around and over the top of the graves, taking care to ensure plant, flowers and other memorials are not harmed or damaged.

Bray Car Park

1. Cut and strim front and back of Bray Village Hall
2. Strim the Bunds

Bray Allotment Track

1. Cut and strim track
2. Annually cut hedge on right-hand side prior to Bray in Bloom in July.

Bray Memorial

1. Cut and strim grass and edges around Memorial.

St Michaels Churchyard

2. Cut and strim around and over the top of the graves, taking care to ensure plant, flowers and other memorials are not harmed or damaged.
3. Flail and strim natural areas twice a year.

Jubilee Field Play Area

1. Cut and strim inside Play Area.
2. Cut and strim verges on the both outsides of the Play Area.

Bray Green and Ditch

1. Gang mow and strim Bray Green,
2. With smaller machine cut 3 widths from road to allow for trees.
3. Strim ditch and road side.

Please note that care should be taken when strimming to ensure that any wooden posts, bench legs etc are not damaged by the strimmer, especial care should be taken in the Graveyards to ensure that memorials whether plants, flowers or statues etc. are not damaged.

The Council may order additional cuts if and when necessary at an hourly rate to be agreed, however should the weather be such that the grass does not grow so quickly, the Council retains the right to cancel one or more cuts but will avoid this wherever possible.

The contractor will be responsible for either mulching or removing all grass cuttings and leaving all areas tidy at the end of every visit.

SCHEDULE 2 –MONITORING

[TO BE DRAFTED IF REQUIRED]

SCHEDULE 3 –COSTS AND FEES

The Council agrees to pay the Contractor as per the attached rates:

No.	Area	Total Cuts	Per Cut/Visit	Annual
1 & 2	Holyport Green – Gang mow	16		
3	Holyport Green – twice yearly trim lime suckers	2		
4	Holyport Green – twice yearly strim vegetation	2		
1 & 2	Holyport Green to Bourne Bridge – Gang mow and Strim	16		
1	Gays Lane Field – Gang mow and strim	16		
2	Gays Lane Field – Spray car park	2		
3	Gays Lane Field – Scarify and spike	2/3		
1 & 3	Aysgarth Park – Gang mow	16		
2	Aysgarth Park – Strim and spray play area	2		
1	Gallifords – mow and strim	16		
1	Springfield Park – Gang mow and strim	16		
2	Springfield Park – Lonsdale Way	16		
1	Biffa Land – Gang mow and strim	16		
1	Bray Parish Cemetery – Gang mow and strim	16		
1 & 2	Bray Car Park – Mow and strim	16		
1	Bray Allotment Track – Mow and strim	16		
2	Bray Allotment Track – Annual hedge cut			
1	Bray War Memorial – Mow and strim	16		
1	Bray St Michael's Churchyard – Mow and strim	16		
2	Bray St Michael's Churchyard – Flail and strim	2		
1 & 2	Jubilee Field Play Area – Mow and strim	16		
1, 2 & 3	Bray Green and Ditch – Mow and strim	16		
	2 additional cuts Bray Parish Cemetery	2		
	2 additional cuts Bray St Michael's	2		
	6 additional cuts Gays Lane	6		
	Total		£	£