

DATE:

[  
**Contractor**  
]

**Bishopsteignton Parish Council**

**GENERAL MAINTENANCE CONTRACT**

**DATE:**

**PARTIES:-**

(1) \_\_\_\_\_ of \_\_\_\_\_ (the Contractor)

(2) \_\_\_\_\_ of \_\_\_\_\_ (the Client)

**INTRODUCTION**

The Contractor has agreed to provide the Client with general maintenance services in accordance with this Form of Agreement and the attached Terms and Conditions.

**THE PARTIES AGREE** as follows:

- 1. The Services will commence on .....
- 2. The initial period for the services will be [ 36 months]
- 3. Details of the services and other requirements are set out in the attached schedule.
- 4. Details of the charges payable by the Client are set out in the attached schedule.
- 5. The Contract between the Contractor and the Client consists of this Form of Agreement, the attached Terms of Business and Schedule and comes into effect upon signature.

SIGNED by the duly authorised representative of the Contractor and of the Client on the date specified above.

SIGNED by: \_\_\_\_\_ )  
for and on behalf of the Contractor )

SIGNED by: \_\_\_\_\_ )  
for and on behalf of the Client )

## **TERMS OF BUSINESS**

### **1. DEFINITION & INTERPRETATION**

1.1 In these Terms and Conditions:

“Client” means Bishopsteignton Parish Council and is identified as the Client in the Form of Agreement.

“Contract” means the contract for general maintenance services between the Contractor and the Client comprising the Form of Agreement, these Terms of Business and the Schedule;

“Services” means the general maintenance services described in the Schedule; and

“Site” means the place or places identified in the Schedule where the Services are to be performed

1.2 These Terms of Business are the only terms on which the Contractor contracts with its clients and any other terms put forward by the Client are excluded.

### **2. PROVISION OF SERVICES**

The Contractor will provide the Services in accordance with the Contract, including staff, equipment and necessary materials.

### **3. DURATION**

The initial period of the Contract is 36 months unless a different period is specified in the schedule. Unless terminated early in accordance with these Terms of Business, the Contract will continue after the initial period until it is terminated by either the Client or the Contractor giving at least one month’s written notice to the other expiring at the end of a calendar month.

### **4. FEES AND PAYMENT**

4.1 The Contractor will submit invoices on an as required basis and all invoices are due for payment within 21 days from the invoice date. Should any additional services be required (“Additional Services”) falling outside the Services defined in the Schedule, the Contractor will provide the Client with a written quotation for those Additional Services itemising the costs of labour and materials. If the Client approves that quotation in writing the Contractor shall carry out the agreed Additional Services in accordance with the quotation and invoice the Client separately.

4.2 Any query concerning an invoice must be raised within 7 days of the date of issue and the Contractor will respond promptly. The Client is not entitled to withhold any payment without the Contractors prior written consent.

- 4.3 If any payment is not made on the due date, the Contractor is entitled to claim interest in accordance with the late Payment of Commercial Debts (Interest) Act 1998, but this entitlement does not affect the other rights of the Contractor under the Contract.
- 4.4 All charges are quoted exclusive of VAT which will be added as appropriate and a VAT invoice or VAT receipt issued.
- 4.5 All charges are subject to increase after 12 months or on the review date specified in the Schedule, if earlier, in accordance with CPI index.

## **5. CONTRACTORS OBLIGATIONS**

- 5.1 The Contractor will (as far as practicable) ensure that all its personnel are known to it and/or references have been obtained. The objective of the Contractor is to ensure that its personnel are reliable and competent. The names of personnel working at the site will be provided to the Client on request.
- 5.2 The Contractor will not knowingly engage any personnel under the age of 18.
- 5.3 The Contractor will supply its personnel with an identification badge.
- 5.4 The Contractor will provide necessary equipment and materials for the Services. The Contractor will ensure that all equipment and materials are removed from the Site at the end of each visit.
- 5.5 The Contractor will during the lifetime of the Contract maintain adequate Public Liability Insurance with a reputable insurer.

## **6. CLIENTS OBLIGATIONS**

- 6.1 The Client will grant access for the Contractor's personnel during the agreed working hours and will take reasonable steps to ensure that the Contractor's personnel are not obstructed in their duties by any of the Client's personnel or other visitors to the site.
- 6.2 The Client will explain any alarm or security measures to the Contractor's representatives at the start of the Contract and will notify any changes before they are put into effect. Any call out charges or other costs arising due to activation of alarms will be to the Client's account even if an alarm is activated by the Contractor's personnel.
- 6.3 The Client will ensure that the Site is and will during the Contract be and remain safe for work and that it will comply with all statutory requirements for the health and safety at work of the Contractor's personnel. The Contractor may withdraw its personnel from the Site if the Contractor reasonably considers that they may be exposed to undue risk or danger.

**7. LOSS OF PROPERTY.**

The Contractor will have no liability to the Client for any loss of or damage to property of the Client except to the extent that the loss or damage is (a) caused by proven negligence or default of the Contractor's personnel and (b) is covered by the public liability insurance maintained by the Contractor.

**8. CLIENT COMPLAINTS**

8.1 Any complaint about the performance of the Contract must be made in writing to the Contractor's representative named in the schedule within 5 working days of the occurrence and the Contractor will take all necessary action, without cost to the Client, to investigate and (unless it reasonably considers that the complaint was not justified) take any necessary remedial action.

8.2 In the absence of complaint it will be assumed that the Client is satisfied with the Contractor's performance of the Contract.

8.3 In the event of a complaint, having been investigated and proven, the Client reserves the right to require the Contractor to:

- (a) Take whatever steps are necessary to rectify the default at the Contractor's cost or
- (b) Meet any costs that the Client has to meet with an alternative supplier of services to rectify the cause of the complaint

**9. SUSPENSION OF SERVICES**

Failure by the client to pay any invoice in full within 30 days of the due date or to comply with any of its other obligations under the Contract will entitle the Contractor to suspend its Services under the Contract until the invoices have been paid in full and the Client has complied with its other obligations.

**10. TERMINATION.**

10.1 Either party may terminate this Contract by not less than 30 days' written notice to the other expiring not earlier than the end of the initial period.

10.2 Either party may terminate the Contract by written notice at any time if the other.

- (a) becomes insolvent, or has a liquidator, receiver or administrator appointed, or
- (b) commits a breach of the Contract and, in the case of a breach that can be remedied, fails to remedy it within 21 days after the written notice requiring it to be remedied.

10.3 If the Client terminates the Contract without notice or with less notice than is agreed, the Client agrees to compensate the Contractor for loss of profit and for an amount

equal to any costs it reasonably incurs with respect to personnel (including redundancy) as a result of the termination.

**11. FORCE MAJEURE**

The Contractor will not be liable for any failure in the performance of any of its obligations under the Contract caused by factors outside its control (and act of “Force Majeure”). Any act of Force Majeure shall be notified as soon as possible, and the Contractor will take all reasonable steps to overcome the problem and resume its obligations. An act of Force Majeure shall have the effect of suspending the Contractor’s obligations under the Contract.

**12. CONFIDENTIALITY**

All information acquired by the Contractor relating to the Client’s business will be treated by the Contractor as confidential and the Contractor will not make any use or disclosure of it. The Client will also keep confidential the terms of the Contract and all information it obtains concerning the Contractor’s business.

The confidentiality obligations shall survive termination of the Contract.

**13. NO SOLICITING OF CONTRACTOR’S EMPLOYEES**

During the Contract and for six months after its termination the Client will not directly or indirectly engage or solicit either on its own account or on behalf of any other person the whole or part time services for any purpose of any of the Contractor’s personnel who work in any capacity under the Contract at the Site. The Client will be liable to pay compensation to the Contractor for any breach of this clause equal to six months’ earnings of any person who is induced to leave the Contractor.

**14. LIABILITY**

The Contractor will have no liability to the Client (in contract or in tort) for any loss of income, loss of profit or any other indirect or consequential loss. The Contractor’s liability for any breach of Contract or negligence in any month will be limited to the extent of any cover provided by the Public Liability Insurance taken out by the Contractor. However, liability for death or injury caused by negligence of the Contractor is not limited.

**15. LAWS & DISPUTES**

15.1 If a dispute occurs the parties will endeavour to resolve it amicably by direct negotiation between their respective chief executives or other senior managers.

15.2 Either party may require that any dispute that is not resolved by negotiation may be referred to mediation on the application of either party. In that case, unless otherwise

agreed, the mediation will be conducted in accordance with the CEDR (Centre for Effective Dispute Resolution) Rules then in force.

15.3 Any dispute that is not resolved by negotiation or mediation will be finally settled by the courts of England and Wales.

## 16. GENERAL

16.1 **Entire Agreement.** The Contract constitutes the entire agreement between the parties relating to its subject matter and supersedes all previous communications, representations and other arrangements, whether oral or written. The Client acknowledges that no reliance is placed on any representation made by the Contractor but not embodied in the Contract.

16.2 **Waiver.** No delay or failure by either party to exercise any of its rights under the Contract will operate as a waiver of them. To be effective, a waiver must be in writing.

16.3 **Third Party Rights.** The rights of a third party to enforce any right under the Contract or to enforce any term of the Contract under the Contracts (Rights of Third Parties) Act 1998 are excluded.

16.4 **Severability.** If any part of the Contract is held by a court to be unenforceable or invalid, the remaining provisions of the Contract will continue in effect.

16.5 **Assignment.** Neither party shall be entitled to assign any of their interests in the Contract to any third party without prior written consent of the other party, such consent may be withheld or granted at that party's absolute discretion. This clause will not restrict the Contractor from subcontracting any of its obligations.

16.6 **Notices.** Notices under the Contract must be given in writing and delivered to the address of the recipient.

## SCHEDULE

### Services

Address of the Site

Various locations within the Parish of Bishopsteignton

### Description of Initial General Maintenance

Bench	19	Rub down and repaint timber slats
Picnic Bench	3	Rub down and repaint timber slats
MUGA Surrounds	1	Replace four timbers
Play Parks		Carry out repairs as indicated on initial inspection

### Additional Services:

As indicated and requested by the Client.

### Approximate times of visits:

During working hours (9am to 5pm Mondays to Fridays, Bank and Public Holidays in England and Wales excepted) unless alternative arrangements are agreed between the parties beforehand.

**Initial Period of Contract** (If different from Terms of Business clause 3)

**Notice Period** (If different from Terms of Business clause 3)

### Charges;

For the period of this agreement the hours are determined by the Contractor to complete the Initial General Maintenance work as identified in the schedule for an overall sum of

£.....

Interim payments may be made upon receipt of a detailed invoice showing work completed to date.

Additional Hours to be subject to a call off by the Chairman of the Client's Asset Management Committee or their nominated representative and charged at the basic rate.

The basic rate of charge shall be £.....Per Man Hour.

Such Call Off events are to be agreed by at least an exchange of emails wherein the Contractor shall indicate an approximate number of hours that will be required to undertake the work identified.



Additional Services shall be invoiced separately as provided in clause 4.1.

Payable upon receipt of monthly invoice.

Date of payment of invoices the 21<sup>st</sup> Day of the Month immediately following the presentation of the Contractor's invoice.

**Materials**

The Contractor will provide suitable and appropriate materials to complete the works to a satisfactory standard as determined by the Client.

The review date (if different from Terms of Business clause 4.5), when the above rates will be subject to increase, will be

**Contact Details**

Name and Contact Details of Contractor's Representative

Name

Phone Office  
Home  
Mobile

Name and Contact Details of Client's Representative

Name

Phone Office  
Home  
Mobile

**Location of Benches in Schedule to General Maintenance Contract**

B 1	CONCRETE/WOOD	The Drive (leading to the Lawns)
B 2	CONCRETE/WOOD	Forder Lane (around Murley Grange)
B 3	METAL	Clanage Cross
B 4	CONCRETE/WOOD	Berry Hill/West Street
B 5	CONCRETE/WOOD	Radway Hill/Grandison Ave.
B 6	METAL/WOOD	Radway Hill/Wallace Grove
B 7	CONCRETE/METAL	Radway Hill
B 8	CONCRETE/WOOD	Fore Street/High Pavement
B 9	CONCRETE/WOOD	Fore Street (by Notice Board)
B10	CONCRETE/WOOD	Fore Street (by Village Hall) repair ground at base
B 11	CONCRETE/WOOD	Village Green
B 12	CONCRETE/WOOD	Church Road (Main Road by bus stop)
B 13	CONCRETE/WOOD	Shute Hill
B 14	CONCRETE/WOOD	Bishops Court
B 15	CONCRETE/WOOD	Cockhaven Close Play Area
B 16	METAL/WOOD	Community Centre
B 17	CONCRETE/WOOD	Community Centre
B 18	CONCRETE/WOOD	Rowden Cross
B 19	WOODEN PLANTER	Cockhaven Close Play Area