

DATE:

[ Contractor ]

Bishopsteignton Parish Council

**GREEN SPACES MANAGEMENT CONTRACT**

**DATE:**

**PARTIES: -**

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

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

**INTRODUCTION**

The Contractor has agreed to provide the Client with green spaces management 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 green spaces management services between the Contractor and the Client comprising the Form of Agreement, these Terms of Business and the Schedule;

“Services” means the green spaces management 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 monthly 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 must 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 as detailed in the Description of Green Spaces Management Services.

**Description of Green Spaces Management Services** As detailed in Appendix 1.

As Bishopsteignton Parish Council have declared a climate emergency all product used must be environmentally friendly and where possible locally sourced.

**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:**

Payable upon receipt of monthly invoice.

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

Date for payment of invoices (if different from Terms of Business clause 4.1)

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



## APPENDIX 1 - DESCRIPTION OF GREEN SPACES MANAGEMENT SERVICES

### BISHOPSTEIGNTON PARISH CEMETERY

Cut grass on a 14-day cycle from April to October except in agreed areas of re-wilding which is to be cut twice per year in April and October  
Strim boundary grass on a 28-day cycle from April to October  
Strim around headstones and along rows of tablets in memorial garden on every visit  
All above work on cut & drop basis  
Collect litter on every visit  
Keep headstones clear of weeds by applying eco-friendly product/method or similar three times April to October  
Boundary hedge to be cut once per year except on the north eastern boundary with the Road  
Escallonia hedge to be cut twice during the growing season, or as required to keep it neat and tidy  
Throughout the year remove all debris caused by wind/weather damage  
Trees: remove any lower limbs to create safe working/walking height  
Beginning of Feb: remove and dispose of Christmas wreaths from memorials  
Collect and remove dog excrement when necessary  
Maintain to a tidy standard the compost and spoils area  
Level sunken grave surfaces with topsoil and sow with grass seed when necessary

### MILLENNIUM STONE, BOTH CAR PARKS, FORE STREET, BISHOPS AVENUE

Cut grass on a 14-day cycle from April to October  
Cut grass once a month November to March  
All above work on cut & drop basis  
Strim Hump on a cut and collect/remove basis  
Collect & remove excess leaf fall in Autumn/early winter  
Regularly apply eco-friendly product/method to all boundaries of both car parks to keep weed free  
Cut back shrub material, particularly growing from Walnut tree on hump  
Sweep and remove all waste/cuttings from site

### ST. JOHN THE BAPTIST CHURCHYARD

Cut grass on a 14-day cycle from April to October and once a month November to March on cut & drop basis  
Strim grass around the gravestones on a 14-day cycle  
Collect litter on every visit  
Cutting back plant incursion eg. Valerian and Ivy. (Must be cut back rather than pulled off gravestones and walls – pulling may cause more damage)  
Remove brambles and ivy from hedges, gravestones, yew trees, etc. Particularly south side where branches can hang over the wall to reach head height  
Remove leaves in Autumn/Winter as much as possible to reduce drain/gutter blockage and killing off grass; paying attention to the gulley at the rear of the Church behind the new handrail  
Trim Yew trees once per year  
Regularly check for headstones/memorial crosses which are insecure/leaning. Lay flat if possible and inform Parish Clerk  
Where possible ensure pedestrian access to graves  
Regularly weed and keep tidy the memorial bench on Church road (opp. Stockmeadow House) and surrounding area  
Churchyard boundary hedge, adjacent to wall, to be trimmed twice per annum, avoiding bird nesting season.  
Collect and remove from site any fallen branches on every visit.  
Remove weeds, moss & grass incursion from flat/lain headstones to keep the memorial exposed.  
Regularly remove any self-seeded saplings, before they become established.  
Regularly remove weeds and moss on the main tarmac path and driveway.

## PARISH FOOTPATHS, RADWAY HILL AND WALLIS ROAD GARDENS

**Parish Footways:** Apply eco-friendly product/method, to footpath 3 (part), 13 and 19 twice a year

**Parish Footpaths:** Strim footpath 3 (part), 13 and 19 in April, June and August – ensuring the paths are clear for the return to school in September

**Radway Hill and Wallis Grove Gardens:** Regular weeding and care for existing plants to encourage wildlife biodiversity, adding stock as necessary  
Litter picking at each garden as necessary

## THE LAWNS PLAYGROUND AND RECREATION GROUND

**Playground:** Cut grass on a 14-day cycle from April to October and monthly November to March  
Trim back brambles along back fence monthly from April to October, removing debris from site  
Keep boundary fencing clear of weeds by applying eco-friendly product/method three times during the growing season

Regularly strim boundary (in the playground) grass, grass around play equipment and across grass safety matting

**Recreation ground:** Cut grass on a 14-day cycle from April to October except in agreed areas of re-wilding which is to cut twice per year in April and October. Maintain short pathways in and around the rewilded areas.  
Beech hedge on the car park southern boundary and Lawns End properties to be maintained to 4 ft, cut twice per year.

**Car Park access road:** Cut grass at the start and end of the season, keep entrance road tidy and weeds clear from the kerbs.

All above work on cut & drop basis

Check and report any damage to Parish Clerk

Collect litter & dog excrement on every visit.

All hedge cutting to be subject to the restrictions of bird nesting reason.

## COCKHAVEN CLOSE PLAYGROUND AND THE VILLAGE GREEN

### **Playground:**

Cut grass on a 14-day cycle from April to October and monthly from November to March on cut & drop basis

Regularly strim boundary grass and grass around play equipment by hand

Keep boundary fence clear of weeds by applying eco-friendly product/method three times during the growing season

Check and treat Japanese Knotweed as and when necessary

Collect and remove all litter and dog excrement on every visit

Regularly weed and tidy raised planters, re-stock with wildlife friendly, as and when required.

Check and report any damage to Parish Clerk

### **Village Green:**

Cut grass on a 14-day cycle from April to October and monthly from November to March on cut & drop basis

Strim edge on boundary with highway 21 times per year

# GREEN SPACES MANAGEMENT CONTRACT

## EXPLANATORY NOTES

Explanatory Notes are for guidance only and do not form part of the contract.

This Green Spaces Management Contract is in three parts: Terms of Business, a Schedule containing job specific details and a Form of Agreement.

### SPECIFIC COMMENTS ON TERMS OF BUSINESS

#### 1. DEFINITIONS AND INTERPRETATION

This contains a few definitions that are in a format that does not have to be changed depending on specific project details.

Clause 1.2 makes it clear that these terms are the only ones that apply to the contract and anything put forward by the client is excluded.

#### 2. PROVISION OF SERVICES

This clause sets out the basic obligation of the contractor to provide the services that are set out in the Schedule. It is the responsibility of the contractor to provide all equipment and materials and to remove them from site at the end of each visit.

#### 3. DURATION

The wording assumes a 36-month contract which will automatically be renewed unless terminated. Any different period should be set out in the Form of Agreement.

#### 4. FEES & PAYMENT

This clause contains the default position for invoicing and payment. Any special terms should be put into the Schedule. Clause 4.2 requires the client to query invoices within 7 days and 4.3 provides for interest if payment is late. The law referred to allows a contractor to claim interest at the rate fixed by the government and which at present is 8% above the Bank of England Base Rate. An alternative is to have a rate fixed in the contract. Price increases are dealt with in Clause 4.5. In practice it is going to be necessary to obtain the client's agreement to any increase in charges before they are implemented.

#### 5. CONTRACTORS OBLIGATIONS

This clause contains some general obligations on the contractor, in particular that it already knows or has obtained references from its staff as well as ensuring that they are reliable.

The contractor is required to maintain adequate Public Liability Insurance to provide the client with a measure of protection against loss and injury caused by the negligence of the contractor.

Generally, Clause 5 is designed to give some assurance to the client that the contractor and its staff can be relied on.

#### 6. CLIENT'S OBLIGATIONS

The clause deals with a number of practical matters designed to ensure that the contractor's staff can get access at agreed times and they know how to deal with any security systems. In addition, the client is required specifically to ensure compliance with health and safety requirements.

## **7. LOSS OF PROPERTY**

This is designed to ensure that the contractor's liability for loss or damage to client property only arises if there is proven default on the part of its staff. The contractor should maintain a public liability insurance policy to protect it against this risk.

## **8. CLIENTS COMPLAINTS**

It is sensible to have a time limit within which clients are expected to raise any complaints.

## **9. SUSPENSION OF SERVICES**

If the client does not pay or commits some other serious breach of the contract, this clause gives the contractor the option to suspend the contract rather than terminate all together.

If you decide to exercise your right to suspend, you should give notice to the client setting out the reasons for the suspension.

## **10. TERMINATION**

Under clause 10.1 either side can terminate on 30 days' notice once the initial period (of 36 months) has finished.

Clause 10.2 allows either side to give notice to terminate if the other party becomes bankrupt or commits a breach of contract. Under clause 10.3 the client has an obligation to pay compensation under certain circumstances.

## **11. FORCE MAJEURE**

Circumstances beyond the control of the contractor would allow the contractor to avoid its obligations under the Contract. Whether a client would accept that a shortage of staff is a "force majeure" event is a matter of conjecture, but on the face of it, this clause should give some protection to the contractor in such circumstances. Exceptional weather conditions would in all likelihood be covered by this clause.

## **12. CONFIDENTIALITY**

Since the contractor and its employees might have access to confidential information relating to the client, the clause is designed to give some comfort to the client. Please note that this obligation is mutually binding.

## **13. NO SOLICITING OF CONTRACTOR'S EMPLOYEES**

This clause is intended to prevent the client from offering work to the contractor's staff both during the contract and for six months after it comes to an end. A breach by the client entitles the contractor to claim compensation as set out in the clause.

## **14. LIABILITY**

This clause is designed to limit the contractor's liability, first by excluding liability for indirect losses incurred by the client and secondly by capping in any month at the level of public liability insurance. Since it is not permissible by law to limit liability for death or injury, this risk is unlimited.

The Contractor is obliged to take out public liability insurance.

## **15. LAW & DISPUTES**

If a dispute occurs, this clause has a three- stage process for dealing with the problem. First, direct negotiation between senior executives, secondly, if this does not resolve the matter, the dispute can be referred to mediation. Only after these processes can a dispute be referred to the courts.

## **16. GENERAL**

This clause contains some provisions that lawyers refer to as "boilerplate" clauses.

## **SCHEDULE**

Here the scope of the services should be set out in some detail.

The charges also need to be set out in the schedule as indicated.