

## CONTRACT FOR PARISH GENERAL SERVICES HENLEY JPC [SPECIMEN]

1) This contract shall come into force on [date] and shall remain in force for a period of two years, subject to all conditions being fulfilled, and to an annual Review, to be carried out in March each year.

2) The contractor shall hold Public Liability Insurance in respect of all of his activities, in the sum of at least £5,000,000 and employer's liability insurance where appropriate.

3) All works undertaken by the contractor shall be carried out in a safe and legal manner. It is a condition of the contract that contractors comply with all applicable Health and Safety legislation including the safety rules of this organisation given in the 'Contractors' Safety Information', which is part of the Health and Safety Policy and/or any other relevant Health & Safety and Risk Assessment documents. This shall include the use by the contractor of appropriate PPE and clothing for all tasks (including safety glasses, ear defenders, gloves etc where necessary) and adherence to all relevant regulations and guidelines (including for working at height, Care of Substances Hazardous to Health etc). The contractor shall carry out Risk Assessments on all areas of work prior to undertaking tasks, and shall provide confirmation of this to the Council on request. The contractor shall then work in a safe manner, minimising risks to self and the public, with reference to those Risk Assessments. The contractor shall undertake any training on specific tasks which the Council deems necessary, and shall hold relevant qualifications for specialist tasks as necessary (e.g. chemical spraying), and provide confirmation of this to the Council on request.

4) It is the responsibility of the Handyperson to ensure their own personal safety, and that of the public, whilst he is engaged on work for the Council in any location. It is also essential that the Council is able to make contact quickly with the handyperson in the case of works requiring urgent attention. For these reasons, the Handyperson shall ensure that he is equipped with a reliable and active mobile phone at all times.

5) Scope of Works will include maintenance of all JPC assets, construction of gravel pathways, general grass mowing, carpentry, and other duties agreed between the JPC and the Contractor.

These shall be charged at the hourly rate of £ [To be agreed]

NB: This is a specimen for discussion at the JPC Ordinary Meeting on Monday the 5<sup>th</sup> of July 2021 where a decision will be sought from the body council.

**Ray Evans** - Clerk & Proper Officer 23.06.2021

- 6) The contractor shall take instructions from Parish Clerk, normally by numbered Job Sheet. Emergency works may be instructed verbally, but will be confirmed by Job Sheet in due course.
  
- 7) Works to be carried out as promptly as is reasonable, normally within 2 weeks of instruction, and within any timescale indicated in the instruction. Any delay to be notified to the Clerk.
  
- 8) Any works advised to be of an emergency nature, and/or necessary on safety grounds, to be carried out within 24 hours of notification.
  
- 9) Copy of job sheet to be dated and returned to the office on completion of each job
  
- 10) Handyperson to report to the Office on Monday, Wednesday and Friday each week
  
- 11) Cost of materials to be met in full by Council - all invoices for same to be addressed to the Council and submitted with relevant monthly account.
  
- 12) Invoices to be submitted monthly, by the Thursday before next Full Council meeting. Job Numbers to be quoted in respect of all amounts invoiced.
  
- 13) Contractor to agree any leave to be taken with the Council (normally via the Clerk) and to also notify the Clerk immediately if unavailable due to sickness.
  
- 14) The Contractor may request to subcontract individual works or employ additional assistance when required, but will remain liable to the Council for the work involved and will also be liable for any payment or contractual issues with the sub-contractor or employee involved, and will also be responsible for ensuring that all employment and health & safety requirements are met and that the person is covered by insurance.
  
- 15) This Contract may be terminated by one month's Notice on either side, or by the Council at any time should any of the conditions contained therein not be carried out to the satisfaction of the Council, provided that written notice of this has been given, and the Handyperson given due opportunity to make good the omission.
  
- 15) At the end of the Contract period, this Contract will be put to competitive tender, with the outgoing contractor being invited to tender on identical terms to other applicants.

Signed.....  
(Handyperson)

Signed.....  
(Parish Council)

Date.....