



**CONTRACT BETWEEN BEAUDESERT & HENLEY IN ARDEN JPC
[THE COUNCIL]
&
THE TOWN PRIDE CONTRACTOR**

Contractor's Liabilities

The contractor shall hold Public Liability Insurance in respect of all of their activities, in the sum of at least £5,000,000.00 and employers liability insurance if appropriate.

All works carried out by the contractor shall be carried out in a safe and legal manner. It is a condition of this contract that contractors comply with all applicable Health & Safety legislation including the safety rules of the Council 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 held by the Council.

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.

It is the responsibility of the Contractor 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 contractor in the case of works requiring urgent attention.

For these reasons, the Contractor shall ensure that he is equipped with a reliable and active mobile phone at all times.

Contractor's Duties

Required maintenance of bus shelters [including wood care] maintenance of amenity furniture, minor building works, maintenance (including grounds maintenance) general minor grounds maintenance works on open spaces and amenity areas, town grass verges are cut by the local authority who do not offer a pick-up service, the contractor will visit these sites and carry out collection of cuttings and tend to borders and edging of grass areas around flower beds. (major grass cutting and tree care excluded). Other minor works as necessary and advised by Council which may involve carpentry, building and metalworking skills.

Contractor's Works Direction

The contractor shall take instructions from the Parish Clerk, normally in the form of a numbered Job Sheet. Emergency works may be instructed verbally but will be confirmed by a Job Sheet in due course. This contract covers **15 hours engagement per week**, unless otherwise negotiated between the two parties.

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.

Any works advised to be of an emergency nature, and/or necessary on safety grounds, to be carried out within 24 hours of notification.

Copy of job sheet to be dated and returned to the office on completion of each job.

Cost of materials to be met in full by Council

Invoices to be submitted monthly, by the Wednesday before next Full Council meeting.

Job Numbers to be quoted in respect of all amounts invoiced.

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.

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(s) are/is covered by insurance.

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 Contractor given due opportunity to make good the omission.

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

Remuneration

Based on a total of **FIFTEEN HOURS** per week [bank holiday weeks to be agreed] the Council will agree to pay **£20.00 per hour** to the contractor if all requirements listed herein are provide to the Council's satisfaction.

Agreement

Both parties agree that the Contractual Period should commence as soon as possible and that the matter of a new contract be reviewed on the 1st of March 2022. Until such time as the contract is cancelled within the terms listed or the review date, that the contractor be paid the hourly rate of pay specified above and that the contractor be responsible for their HMRC obligations.

Signed..... Ray Evans

Parish Clerk – Beaudesert & Henley in Arden Joint Parish Council

Signed [Name]

Contractor

Date.....