



Date

[Insert Date]

THE CITY OF YORK COUNCIL

AND

[REDACTED]

Agreement for Garden Maintenance Service to City of York Council Homes
occupied by older and/or disabled Customers

All enquiries regarding the Agreement should be made to:

Peter Holt
Housing Services
City of York Council
West Offices
Station Rise
York YO1 6GA

Tel: 01904 555881
email: peter.holt@york.gov.uk

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THIS AGREEMENT is made on [] between **THE CITY OF YORK COUNCIL** of West Offices, Station Rise, York, YO1 6GA (“The Council”) and

[] of [] (“The Contractor”)

- (A) The Council wishes to provide a grass and hedge cutting service for elderly and disabled customers living in Council accommodation.
- (B) The Contractor has submitted a tender for this work, and the Council has accepted the tender.
- (C) In consideration of the Price the Contractor will now carry out the work in accordance with this Agreement and the Specification.

1. Terms Used

The following terms shall have the following meanings::

“Administrator	The member of the Council’s staff responsible for this contract
“CHAS”	The Contractors Health and Safety Scheme
“Contract Period”	The period of the contract referred to in Clause 2
“Customer”	The tenants of the housing requiring the Services
“Price”	The consideration to be paid by the Council to the Contractor for the Services as set out in Schedule 2.
“Services”	Grass and Hedge Cutting by the Contractor
“Specification”	The standard of Services set out in Schedule 1

A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment

2. Contract Period

- 2.1 This Agreement shall commence on [] 2014 and end on 31st October 2015 unless terminated earlier in accordance with other provisions in this Agreement or the Agreement is extended in accordance with Clause 2.2.
- 2.2 At the end of 2014 the Council will review the Services and may extend the Agreement for a further two years.

3. Premises

- 3.1 The Contractor must have premises within a twenty mile radius of the Centre of York from which to operate the Contract

4. Price

- 4.1 The Price payable by the Council to the Contractor shall be in accordance with the rates referred to in Schedule 2
- 4.2 The Price shall be reviewed annually and shall be increased only by the agreement of both parties. Any such increase agreed shall in any event be linked to increases in line with the Retail Price Index
- 4.3 The Price is exclusive of Value Added Tax. The Council shall pay the Value Added Tax on the Price at the rate and in the manner prescribed by law.
- 4.4 Payment shall be made within 30 days of receipt by the Council (at its nominated address for invoices) of a valid invoice from the Contractor.

5. Health and Safety

- 5.1 The Contractor must be CHAS registered and should carry out annual risk assessments on all work areas included in the Contract.

6. Discrimination

- 6.1 The Contractor and any Sub-Contractor shall adopt a policy to comply with their statutory obligations under discrimination legislation and, accordingly, will not discriminate directly or indirectly against any person because of their gender, age, colour, race, nationality or ethnic origin in relation to decisions to recruit, train, promote, discipline or dismiss employees.
- 6.2 The Contractor shall take all reasonable steps to ensure the observance of the provisions of Clause 6.1 by all employees, agents and consultants of the Contractor and all Sub-Contractors.

7. Human Rights

- 7.1 The Contractor shall not do or permit or allow anything to be done which is incompatible with the rights contained within the European Convention on Human Rights.
- 7.2 The Contractor shall not do or permit or allow anything to be done which may result in the Council acting incompatibly with the rights contained within the European Convention on Human Rights and the Human Rights Act 1998.
- 7.3 The Contractor shall indemnify the Council against any loss claims and expenditure resulting from the Contractor's breach of Clauses 7.1 and 7.2.

8. Equal Opportunities

- 8.1 The Contractor shall at all times carry out the provisions of this Agreement in accordance with the Council's approved Equal Opportunities Policy.

9. Scrutiny Board/Executive Board Assistance

- 9.1 If required by the Council to do so, the Contractor shall, throughout the period of this Agreement and for a period of two years after expiry of this Agreement, give all reasonable assistance to the Council including attending the Council's Scrutiny and/or Executive Board in order to answer questions pertaining to this Agreement should the need arise.
- 9.2 In the event that the Council requires the Contractor's assistance after the expiry of this Agreement as referred to in Clause 9.1 the Council shall pay the reasonable expenses of the Contractor arising as a result of providing such assistance.

10. Conflict of Interest

- 10.1 The Contractor shall notify the Council immediately upon becoming aware of any possible conflict of interest that may arise between the interests of the Council and any other client of the Contractor and the Contractor shall take all reasonable steps to remove or avoid the cause of any such conflict of interest to the satisfaction of the Council.

11. Freedom of Information Act 2000

- 11.1 The Contractor acknowledges the Council's obligations under the Freedom of Information Act 2000 (hereinafter referred to as "FOIA") and in particular that the Council may be required to provide information relating to this Agreement or the Contractor to a person in order to comply with its obligations under the FOIA.
- 11.2 The Contractor will facilitate the Council's compliance, in connection with this Agreement, with the Council's obligations under the FOIA and

comply with any reasonable request from the Council for that purpose within 10 working days of the request being made.

- 11.3 For the purposes of this Agreement confidential information shall exclude any information that the Council is obliged to disclose to a person under the provisions of the FOIA and any codes of practice and guidance issued by the Government and the Information Commissioner.

12. Dispute Resolution Procedure

- 12.1 In the event of dispute or difference arising between the Council or the Contractor relating to this Agreement both parties shall use all reasonable endeavours to resolve the dispute and to this end senior representatives of the parties shall meet as soon as possible with a view to discussing and resolving the matter.
- 12.2 If the dispute or difference is not settled between the parties within 35 days of it first being raised by one party with the other then the parties will attempt to resolve the dispute in good faith through a mediator appointed by the Association of Northern Mediators or other reputable body.
- 12.3 The parties agree to co-operate fully and promptly and in good faith with the mediator in the performance of their obligations under this Clause. Both parties will afford the mediator all necessary assistance which the mediator requires to consider the dispute including but not limited to full access to any documentation or correspondence relating to the Services.
- 12.4 Unless agreed otherwise in the course of the procedure each party shall bear its own costs of mediation..
- 12.5 If and to the extent that after engaging in good faith in mediation the parties do not resolve the matters in dispute, all matters remaining in dispute shall be referred to the Courts.
- 12.6 Work to be carried out under this Agreement shall not cease or be delayed by this dispute resolution procedure.

13. Protection of Personal Data

- 13.1 Each party shall comply with its respective obligations under the provisions of the Data Protection Act 1998.

14. Confidentiality

14.1 The Contractor shall acknowledge that any confidential information obtained from, or relating to, the Council, its employees or agents is the property of the Council.

14.2 Both parties warrant that:

14.2.1 Any person employed or engaged by either the Contractor or the Council (in connection with this Agreement in the course of such employment or engagement) shall only use confidential information for the purposes of this agreement.

14.2.2 Any person employed or engaged by either the Contractor or the Council (in connection with this Agreement in the course of such employment or engagement) shall not disclose any confidential information to any third party without the prior written consent of the other party.

14.2.3 Both parties shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed (save as aforesaid) or used other than for the purposes of this Agreement by their employees, agents or Sub-Contractors.

15. Staff Conduct

15.1 The Contractor shall ensure that its staff comply with this Specification and with all relevant statutes and regulations and all relevant rules, codes, prices, procedures and standards of the Council, which may be notified to the Contractor by the Administrator from time to time.

16. Identity Cards

16.1 Contractors must make all necessary arrangements for their staff to permanently display identity cards whilst on site. This applies to sub-contractors and any other representative of the Contractor on site. These cards must not be less than 100mm x 70mm and be fitted into a clean polythene cover.

16.2 A good passport type photograph must be located on the left side of the card, the name of the contractor printed in bold at the top with the telephone number of the Contractor and the name of the cardholder clearly printed at the bottom. The card must also include the words "*the firm above is contracted to City of York Community And Neighbourhood Housing Operations Group.*"

16.3 This card must be professionally produced and worn by members of the Contractor's staff in a visible position at all times when on site. Names of all staff to be employed on the contract, together with an assurance that they have the skill and training to provide the quality of

work required, must be provided to the Administrator in writing prior to attendance on site.

16.4 A sample of the identity cards must be submitted to the Administrator for approval before work begins.

16.5 Identity cards must automatically be shown to Customers regardless of whether they are requested or not.

17. Liaison with the Customers

17.1 Following approval of the Contractor's programme of work the Contractor shall wherever possible advise each Customer in advance of the approximate date of the third grass cut and the second hedge cut.

18. Liquidated Damages

18.1 Liquidated damages will be payable to City of York Council in the following circumstances:

18.1.1 Where the Contractor fails to complete a grass or hedge cut to a property within two weeks of the agreed programme liquidated damages will be payable at the agreed contract rate per garden or hedge cut for every week or part of a week that the work remains incomplete.

18.1.2 Where the Contractor fails to complete a grass or hedge cut to the specified standard, liquidated damages will be payable at the agreed contract rate per garden or hedge cut for every week or part of a week that the work remains sub-standard after the date of notification to the Contractor.

18.1.3 The Administrator will take account of adverse weather conditions in calculating liquidated damages.

19. Schedule of Addresses

19.1 The schedule of Customer's addresses provided with this Agreement and contained in Schedule 3 is the most accurate information available to date. However, no guarantee is given that the schedule will remain constant. Changes (additions and deletions) to the schedule will be notified to the Contractor in the form of a variation order as and when changes arise.

20. Monitoring Performance

20.1 Regular meetings shall be arranged by the Administrator with the Contractor to monitor the performance of the Contract. In the event of shortcomings in the performance of the Contract, the Administrator may request meetings with the Contractor on a more frequent basis.

Following such meetings, minutes of the meeting shall be forwarded to the Contractor.

- 20.2 The Administrator reserves the right to call ad hoc and emergency meetings with the Contractor if he/she feels it is necessary to do so for whatever reason.
- 20.3 A senior representative of the Contractor shall attend all meetings that the Administrator may require.
- 20.4 Attendance by representatives of the Contractor at meetings requested by the Administrator shall not be the subject of an additional charge by the Contractor.
- 20.5 The Contractor is expected to co-operate with any monitoring of performance that the Council undertakes. The Administrator will monitor the Contractor's performance in relation to all aspects of customer service in the following ways:
 - 21.6 An annual market research survey of customers that gauges their satisfaction with the gardening service and encourages customers to identify shortcomings.
 - 20.7 Regular post-inspection of work which will check on quality as well as customer satisfaction.
 - 20.8 Complaints received from customers will also be used as a guide to the Contractor's performance.
 - 20.9 The Contractor will complete and leave a card with the customer at each visit telling the customer what work has been done. The card will be left for the customer to complete and return to the Council when they have checked the work done. The cards will be provided by the Council.

21. Non-Compliance With Specification

- 21.1 The Contractor shall perform the work in accordance with the provisions of the Specification. In the event of the work not being performed to the specified standard. The Contract Administrator will issue a Rectification Notice to the Contractor detailing the areas of unsatisfactory performance. A Rectification Notice may be given verbally and will subsequently be confirmed in writing within three working days. The contractor will be required to rectify all unsatisfactory work within five working days of receipt of the Rectification Notice. Failure to comply with the Rectification Notice will result in the application of liquidated damages in accordance with Clause 18.1.
- 21.2 If, in the opinion of the Administrator, the Contractor, for whatever reason, fails to provide the service, in whole or in part, completely in accordance with the terms of the Agreement to the satisfaction of the Administrator then, without prejudice to any other provisions contained

within these conditions, the Council may use its own workmen or other contractors to provide and perform such services or part thereof in which the Contractor has made default. The costs incurred by the Council in so doing shall be paid by the Contractor to the Council on demand or may be deducted by the Council from any monies due or which may become due to the Contractor.

22. Suspension

22.1 Should the set standards fail to be met and maintained, the Administrator reserves the right to suspend all operations without cost to City of York Council until the Contractor can demonstrate that the required standards can be achieved.

23. Termination

23.1 If the Service is not provided in accordance with the Agreement, The Council may by written notice require the Contractor to remedy the failure.

23.2 The Council may terminate the Contract immediately if:

23.2.1 The Contractor is in material and/or persistent breach of the Agreement;

23.2.2 The Contractor has failed to comply with law or Statutory and Regulatory Requirements including but not limited to any offence under the Bribery Act and Prevention of Corruption Acts;

23.2.3 The Contractor has given any undisclosed or illicit fee or reward to any elected Member or officer of the Council in order to gain unfair advantage;

23.2.4 The Provider becomes bankrupt, makes an arrangement with its creditors or other arrangement under the Insolvency Act 1986;

23.2.5 The Contractor has an administrative receiver or liquidator appointed or has a winding up order made

23.2.6 The Council has received twenty or more complaints from Customers about the Contractor's performance of the Services, and which on consideration the Council believes to be justified.

23.3 Where the Contractor defaults in the provision of the Service and the Council suffers loss in consequence, the Council may make such deduction from the Price or recover any sum from the Contractor as a

debt as the Council shall reasonably determine as compensation for the default.

23.4 Where the Council has terminated the Agreement under clause 23.2 the Council:

23.4.1 shall no longer be obliged to pay the Price until the cost of termination has been calculated and such calculation shows a sum due to the Contractor

23.4.2 deduct from any amounts due to the Contractor or may recover as a debt from the Contractor any losses or additional costs incurred by the Council as a consequence of the termination including, but without limitation, the cost of making alternative arrangements for the provision of the Services.

24. Control of Noise and Pollution

25.1 The Contractor shall be required to comply with the requirements of the Control of Noise and Pollution Act 1974.

25. Damage/Accident/Incident Report

25.1 Any incident or accident occurring while carrying out the garden maintenance service involving the Contractor's employees, the customer or members of the public must be reported to the Administrator by completion of an Incident/Accident Report Form which shall be in a format approved by the Administrator. The form shall be forwarded within 24 hours of the occurrence to the Administrator.

25.2 Accidents or incidents of a serious nature shall be reported to the emergency services immediately and the Administrator should be notified as soon as possible.

25.3 The Contractor shall report to the Administrator as soon as possible any damage caused by the Contractor's staff or machinery to property or to the site being serviced.

26. Insurance

26.1 The Contractor shall at all times maintain in force such policies of insurance with reputable insurers or underwriters approved by the Council which shall be in the sum of at least £5,000,000 in respect of any one accident or series of accidents arising from any one incident unlimited during the period of the insurance or such larger sum as the Administrator may require from time to time require to fully insure and indemnify the Contractor against liability.

- 26.2 The Contractor shall be liable for and indemnify the Council against and insure against any expense, liability, loss, claim, or proceedings in respect of any damage whatsoever to any private property real or personal in so far as such damage arose out of or in the course of or by any reason of the carrying out of the Services and is due to any negligence, omission or default of the Contractor or any person for whom the Contractor is responsible.
- 26.3 The Contractor shall before commencing to perform the Services and thereafter annually at such times as requested by the Administrator, supply the Administrator with copies of insurance, cover notes, premium receipts or other documents necessary to evidence compliance with clauses 26.1 and 26.2.
- 26.4 The Administrator shall be entitled to notify the Contractor in writing that, in the opinion of the Administrator, any such policies of insurance do not effect sufficient cover and to require the Contractor to effect insurance that will comply. Upon receipt of such notice the Contractor shall forthwith effect the insurance the Administrator requires and in default the Administrator may himself effect that insurance whereupon the Contractor shall pay the Council such sum of money as the Administrator shall certify as being the cost to the Council for effecting that insurance.

27. Negligence

- 27.1 The Contractor will be held responsible for any negligence and he will be required to make good, at his own expense, any damage so caused.

28. Lost Property

- 28.1 All monies or other items of value found by the Contractor's employees at a tenant's property shall be handed to the tenant of the property as soon as possible. If the tenant is not available, the items shall be handed to the Contractor who shall inform the Administrator within 24 hours.

29. Additional Works

- 29.2 Invoices for any one-off works carried out by the Contractor at the request of the Administrator must be submitted for payment no later than 7 working days after the work has been completed to enable the Administrator to conduct a prompt inspection of the work.
- 29.3 Where this occurs the contractor shall apply the hourly rate for additional works. The Contractor shall submit an additional works sheet that indicates the names of the operatives concerned, the time between

which the work was carried out, the date on which the work was carried out and the nature of the work. Additional work sheets must be submitted with each claim for payment and within two working days of any request for such sheets by the Administrator.

30. Planning the Works

- 30.1 Within fourteen days after the acceptance of the Contract Tender, the contractor shall prepare, submit and agree with the Administrator a programme of all work to be undertaken by the Contractor during the contract period. The programme of works will identify the timing of operations and the route/sequence in which the work will be done.
- 30.2 The Administrator will inform the Contractor within seven working days of receiving the Contractor's work programme that either:
- i) The Contractor's proposals have the approval of the Administrator.
 - (ii) In what respects the Contractor's proposals do not meet the requirements of the contract.
- 30.3 In the latter event, the Contractor shall take steps to make the changes in the proposals that may be necessary to meet the Administrator's requirements and obtain his/her approval.
- 30.4 The Contractor shall not change the proposals which have received the Administrator's approval without the Administrator's further consent in writing.
- 30.5 If at any stage during the Contract Period it appears to the Administrator that the performance of the services does not conform to the agreed programme the Administrator shall be entitled to require the Contractor to produce a revised programme to ensure compliance with the contract.
- 30.6 Approval by the Administrator of the Contractor's programme in accordance with this clause shall not relieve the Contractor of any of his duties or responsibilities under the contract.

31. Variations

- 31.1 This Agreement may not be varied except by a written agreement signed by or on behalf of both parties.

32. Contracts (Rights of Third Parties) Act 1999

- 32.1 Unless the right of enforcement is expressly provided, no third party shall have the right to pursue any right under this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

33. Severability

- 33.1 If any provision of this Agreement (or any part of any provision) is found by any court or other authority of competent jurisdiction to be unenforceable or illegal, the other provisions will remain unaffected and in force.

34. Waiver

- 34.1 No forbearance or delay by either party in enforcing its rights will prejudice or restrict the rights of that party, and no waiver of any breach of any contractual term will be deemed to be a waiver of any other right or of any later breach.

35. Force Majeure

- 35.1 If either one of the parties fails to carry out their respective obligations under this Agreement caused by force majeure (e.g. Act of God, Act of Government, war, civil unrest industrial action, or any event or circumstance that is both beyond the control of whichever party is affected and which acting prudently, diligently or with reasonable foresight, could not have prevented). For the avoidance of doubt, 'force majeure' shall not include any labour dispute between the Contractor and its staff or the failure to provide the Services by any of the Contractor's sub-contractors.

36. Agency

- 36.1 The Contractor must not represent to anyone, nor allow any of the Contractor's employees or agents or sub-contractors to represent to anyone, that the Contractor is an agent of the Council or servants of or have the authority to act on behalf of the Council. In addition, the Contractor must not enter into any contract on behalf of the Council or on behalf of any of the Customers, or in any way claim that the Contractor is authorised to do so. This includes not binding the Council, or any of the Customers to carrying out, varying, releasing or discharging any obligation, whether or not by way of a formal contract.

37. Entire Agreement

- 37.1 This Agreement shall constitute the entire agreement between the Contractor and the Council and sets out all the terms and conditions that the Contractor and the Council have agreed regarding the provision of the Services. This means that it supersedes any representations, agreements, documents, negotiations or understandings, whether oral or written, made, carried out or entered into before the date of this Agreement.

38. Notices

38.1 Any notice to be given by either party under the Contract shall be in writing.

38.2 Any demand, notice or other communication to be given by either party under the Contract will be sufficiently served if served personally on the addressee, or if sent by prepaid first class recorded delivery post, or facsimile transmission to the registered office or last known address of the party to be served therewith and if so sent shall, subject to proof to the contrary, be deemed to have been received by the addressee on the second business day after the date of posting or on successful transmission, as the case may be, without prejudice to the validity of any other equally effective method of service. Service on any representative appointed under Condition 3 shall be deemed to be validly served on the party who appointed the representative.

39. Law and Jurisdiction

39.1 This Agreement is governed by English Law and subject to the exclusive jurisdiction of the English Courts.

SCHEDULE 1
SPECIFICATION

A. General

1. Homes requiring the Services

- 1.1 The contract is for the provision of a grass and hedge cutting service to approximately 460 individual homes of older and/or disabled Customers living in council accommodation in Acomb and surrounding area. The number of homes may increase or decrease as Customers leave or join the scheme.
- 1.2 The majority of homes have both front and rear lawns and Boundary hedges. 5 grass cuts and 2 hedge cuts are required to all properties within the period April to October.

2. Staff

- 2.1 The Contractor will be working in the gardens of homes that are occupied while the work is carried out. The Contractor shall, through appropriate instruction and training, ensure that all staff, including sub-contractors
- 2.1.1 Maintain a high standard of customer care and are polite and courteous at all times.
- 2.1.2 Carry out their duties and behave in an orderly and professional manner.
- 2.1.3 Portray a good positive attitude towards customer care and offer helpful advice.
- 2.1.4 When on duty, be well-presented and wear the required uniform where applicable.
- 2.1.5 Introduce themselves and show a photo ID to the customer before cutting the Customer's grass or hedge.
- 2.1.6 Are not under the influence of alcohol or illegal drugs whilst on duty.
- 2.1.7 Do not unlawfully remove any article from the site and premises of the Customer.

3. Access Procedures

- 3.1 Prior to commencement of work at any home, members of the Contractor's staff, must make their presence known to the Customer, explain the content of the work and check that it is convenient to do the work at that time.
- 3.2 Where it is not convenient to the Customer for the work to be done the Contractor's staff must negotiate an alternative, mutually convenient time for the completion of the work.
- 3.3 Where the Customer is unavailable but access can be gained to the gardens, the Contractor's staff, should proceed with the work and, on completion, leave a pre-printed card with the following wording:

Contractors Name And Telephone Number Date

Dear Householder

While you were out we called to carry out gardening work on behalf of City of York Council. We hope you are pleased with the work. If you have any queries please contact me on the number above.

Name of City of York Council Contact Housing

Signature of Operative

4. Security

- 4.1 The Contractor shall ensure that all gates, barriers and doors etc. that pertain to the customer's garden are closed when exiting the site.

5 Storage Facilities, Lighting and Power

- 5.1 The Contractor is advised that no sites will be available for storage facilities, temporary huts etc.
- 5.2 Lighting and power will not be available from the Customers' houses. Contractors shall use a mobile generator where necessary which must comply with the Control of Noise and Pollution Act 1974.

6 Nuisance, Damage and Reinstatement

- 6.1. The performance of the services shall be carried out to the satisfaction of the Administrator without causing undue noise or causing nuisance, damage, disturbance or injury to any persons, animals, plants or items of equipment or property. The Contractor shall be held responsible for any such damage and shall be required to make good such damage to the satisfaction of the Administrator.
- 6.2 The Contractor shall be required to provide all necessary barriers, footways and signs for the proper protection of customers, employees and members of the public during the performance of the services, to the satisfaction of the Administrator, and to comply with all relevant regulations.
- 6.3 The Contractor shall keep clean all public and private roads and footpaths used by the Contractor's plant, vehicles and equipment and shall make good any damage caused by the Contractor to the satisfaction of the Administrator.
- 6.4 The Contractor shall cover up and protect as necessary from damage all shrubs, planted areas, paved areas, etc. However, if any damage is caused, the Contractor shall make good all such damage to the satisfaction of the Administrator.

7. Disposal of Rubbish and Cleaning

- 7.1 The site where the Contractor is working shall be kept clean and tidy.
- 7.2 All accumulations of rubbish, cuttings debris and superfluous material as it accumulates shall be removed to the Contractor's disposal point when leaving the customer's garden.
- 7.3 Burning of rubbish, cuttings and debris shall not be permitted.
- 7.4 Final disposal of all such like material shall be to a licensed and officially recognised disposal point. The Contractor shall pay all fees and payments arising and the costs thereof shall be included for within Tenders.

8 Plant, Tools and Vehicles

- 8.1 The Contractor shall use machines and equipment approved by the Administrator that are appropriate in size, shape and method of working for the type of work involved and which are well maintained and correctly adjusted. The Contractor shall at all times ensure that all machines are properly used and maintained so as to prevent any

danger to the operator or persons within the vicinity of the operations, to the satisfaction of the Administrator.

9. Vehicle and Work Equipment Operation

9.1 The Contractor shall ensure that:

9.1.1 Staff responsible for using machinery and equipment operate in a proper and safe manner in accordance with the relevant Codes of Practice in operation from time to time.

9.1.2 Staff responsible for using machinery and equipment are trained and competent in its safe use.

9.1.3 Operations are carried out in a reasonable and professional manner without causing unreasonable obstruction, nuisance or annoyance to the Customer or the public.

9.1.4 Where appropriate, vehicles, machinery, and equipment are cleaned and washed internally and externally on a frequent and regular basis and maintained in such a condition so that they present a professional and pleasant image to the public at all times.

9.1.5 No vehicle or machinery is left parked or unattended without reasonable cause in any area likely to create a nuisance, danger or annoyance to the Customer or the public.

9.1.6 No vehicle will be parked on Council-owned grass verges.

9.1.7 Vehicles and machines shall not be left with the engine running while unattended.

10. Unfavourable Weather/Ground Conditions

10.1 All work on site shall be suspended when the ground conditions are unsuitable in the opinion of the Administrator. Work shall not be carried out with any machinery when ground conditions are such that puddling and/ or deep rutting of the soil or any other detriment would result.

11. Workmanship

11.1 All work shall be carried out in accordance with good horticultural and turf cultural practice, to the satisfaction of the Administrator and as detailed in the Specifications. Where there is any doubt in the interpretation of any method or practice, the Contractor shall seek to clarify with the Administrator in advance of work commencing.

12. Speed of Operation

12.1 On all areas the Contractor shall complete the work as quickly as conditions permit to leave a clean and tidy site applicable to the season of the year. Once operations have commenced on site, they shall be completed without delay.

13. Hours and Days of Operation

13.1 The operation of machinery or any other activity likely to cause disturbance shall occur between 08.00 to 19.00 hours, Monday to Saturday. Work at any other time shall only be carried out with the approval of the Administrator.

14. Fire prevention

14.1 The contractor shall, during the period of the Agreement, take all precautions and make adequate arrangements to the satisfaction of the Administrator for the protection of the works and adjacent property from damage by fire.

B. GRASS MAINTENANCE

15 Grass Cutting

15.1 Location

The Contractor shall carry out regular mowing of grassed areas within the property boundary. All plant, labour, and machinery necessary to carry out the required number of cuts and to the specified heights shall be provided by the Contractor.

15.2 Site Inspection

The Contractor shall carry out all necessary preliminary inspections of the areas to be cut and remove any debris and isolated obstructions that may lie in the path of any grass cutting machinery and which might damage machinery or create a possible hazard to persons or property. All debris shall be moved to the Contractor's tip.

15.3 Grass Area

The grass area to be cut shall be the entire area, up to and including all boundaries and obstructions, leaving no areas uncut between rows and producing an even height across the area.

15.4 **Frequency of Cut and Height**

Grass cutting shall be carried out on five occasions per year during the months of April and October inclusive, with equal distance between each cut. Grass shall be cut down to a height of between 40mm and 50mm. An area of cut grass shall only be accepted by the Administrator as being cut if the whole area is cut to the same standard as specified.

15.5 **Strimming**

The Contractor shall provide within his grass-cutting rate, allowance for strimming and shearing around obstacles or hand mowing into corners or edges. During strimming operations, care shall be taken to ensure that no damage is done to shrubs, trees or other planted material or grass surfaces, whether owned by the Council, residents or other parties.

15.6 **Obstacles**

Obstacles in grass areas shall be assessed by the Contractor and allowed for in his rates. During the course of the Contract, obstacles may be added to or removed from grass areas without notification and there shall be no extra payment or deductions attributed to this. Moveable obstacles such as litterbins, dustbins etc., shall be lifted and set aside and replaced in their original position after grass cutting operations.

15.7 **Grass Cuttings Removal**

All grass cuttings, including cuttings which land onto paths or other hard surface areas, shall be removed from the site to the Contractor's tip.

15.8 **Machinery**

15.9 All grassed areas shall be mown with appropriate machines to produce a standard of finish in keeping with the particular use of the areas. All wheeled grass maintenance must be fitted with tyres specifically designed for use on turf.

15.2 Cutters on all mowers shall be sharp, properly set and able to cut the sward cleanly and evenly. Mowers shall have their height adjusted so that at no time does scalping take place.

15.3 The Contractor shall, at all times during the period of the contract, ensure that all machines are properly guarded and maintained so as to prevent any danger to the operator or any persons within the vicinity of the operations.

15.4 Mowing machines shall only remain on grass surfaces during cutting operations. They shall be removed from the grass surfaces at all other times (including operations such as re-setting and re-fuelling).

16. Programme of Work

16.1 Grassed areas shall be cut from April to October. The five cuts shall be spaced within this period to ensure that quality and standards are maintained.

16.2 The Contractor shall keep the Administrator informed of the number of cuts undertaken and regularly present the Administrator with an updated programme of work.

16.3 Once a cut has commenced, work will continue on consecutive days until the cut is completed.

17. Unfavourable Weather and Growth Conditions

17.1 During periods when ground conditions are so wet as to prevent grass cutting operations occurring without causing damage to the surface or levels of the ground or producing divots, the contractor shall cease grass cutting operations notifying the Administrator immediately of his/her actions. The Contractor shall be required to resume work as soon as possible in accordance with the schedule and catch up with any work not completed. The Contractor shall include for this eventuality in his price.

17.2 The Administrator reserves the right to direct the Contractor to cease the cutting of the grass on any site, or in total, should weather and growth conditions, in the opinion of the Administrator, not warrant cutting to continue.

17.3 In the event of such an instruction being given, no payment will be made to the Contractor for such work undertaken from the time of notification. Subsequent to any such notification being given, grass cutting operations will recommence upon the receipt of further written notification from the Administrator.

17.4 If the Contractor causes damage to the surface or levels of the ground, or creates divots during grass cutting operations, the Contractor shall reinstate such damage at his own expense.

17.5 If, after any period of time, the contractor has been unable to cut the grass at the specified frequency due to conditions outside his/her control, e.g., inclement weather or ground conditions, grass is to be reinstated to specified height and any necessary operations to be agreed with the Administrator.

17.6 If grass cutting is delayed due to adverse weather conditions and should a double cut be required to reach the specified standard, the Contractor shall not be entitled to any additional payment and therefore must price all grass cutting works accordingly.

18. Drought Conditions

18.1 Where weather conditions are such as to inhibit the growth of grass to negligible amounts between scheduled cuts, the Administrator reserves the right to instruct the Contractor to cease cutting. In these conditions such as periods of drought, once cutting resumes the Contractor may be instructed to raise the height of cut. In the event of such an instruction being given no payment will be made to the Contractor for such work not undertaken for the time of notification. Subsequent to notification being given, grass-cutting operations will re-commence upon the receipt of further notification from the Administrator.

C. HEDGE MAINTENANCE

19. Definitions

19.1 Hedges are composed of any trees or shrubs that by their habit can be controlled to form more or less impenetrable screens to provide shelter and delineate spaces. The management aim should be to promote and prolong a healthy state and foliage cover overall.

20. Size And Shape

20.1 When cutting hedges, the severity of the cut shall be such that all growth is removed to the point of the previous year's cut.

20.2 Hedges shall be cut to maintain existing heights and widths unless otherwise instructed by the Administrator by cutting back current growths to the old wood. The Contractor shall endeavour to establish a strong framework to the hedge with the appropriate shape and width in relation to the height of the hedge. Generally the hedge shall be wider at the bottom than at the top. The top shall have a straight or level finish.

20.3 Where trees are within hedges, cutting or trimming is to be undertaken to an adequate limit without causing damage/danger to the shape and form of the tree. This applies to trees and saplings not exceeding 150mm girth growing within the run of the hedge.

21. Nesting Birds

21.1 The Contractor shall take into consideration the bird-nesting season. Where hedges are found to house nesting birds, the Contractor shall be required to cease cutting the immediate vicinity of the nest and inform the Administrator as soon as is practical.

22. New Hedges

22.1 Hedges shall not be cut with hedging shears until they reach the required shape and form.

22.2 Newly planted, young developing hedges shall be pruned and shaped using secateurs only to encourage shooting from the base and thickening throughout their length until the plants merge together and reach their intended height.

23. Disposal of Arisings

23.1 All arisings shall be collected and removed from site to the Contractor's disposal point at the end of each day or prior to leaving the site. All clippings lodging on the top or sides of hedges shall be removed.

24. Cutting Equipment

24.1 Hedges shall be pruned with hand shears, secateurs, parrot bills, or mechanical hedge cutting equipment, suitable to the hedge plant type being pruned. As a general rule large leafed material such as laurel shall only be pruned with secateurs/loppers and not a mechanical hedge cutter.

24.2 All cuts will be clean, and any ragged edges will be removed using a sharp knife, except where side arm flail work is carried out.

25. Hedge Base

25.1 Hedge Base is defined as the soil area existing at the bottom of a hedge between two adjoining, different surfaces e.g. grass or path, or in the case of adjoining shrubbery, the area immediately below the hedge itself. The width of the hedge base will be equal to the width of the hedge bottom.

25.2 The Contractor shall leave the base of the hedge clean, and tidy on every occasion that the hedge is cut. All litter and debris shall be removed from site.

26. Times of Pruning

26.1 Hedge cutting shall be carried out on two occasions per year, the first cut being in April, the second cut being in September.

26.2 The hedge cutting operation per occasion shall not extend more than four weeks from when the task was programmed. The Contractor shall seek approval from the Administrator prior to starting the task for any variation to the programme.

26.3 Once the Contractor has commenced the cutting of a hedge, he shall complete it without delay before moving to the next area.

**SCHEDULE 2
Pricing Schedule**

[Insert Pricing Schedule]

SCHEDULE 3

Schedule of Addresses

The embedded file attached include the list of addresses



Addresses.xlsx