



# KINGSMEAD

## PARISH COUNCIL

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## GROUNDS MAINTENANCE SCHEDULE

1<sup>st</sup> APRIL 2017 - 31<sup>ST</sup> MARCH 2020

## Red Zone

### Road list

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Chelford Drive</li> <li>• Harewood Close</li> <li>• Harewood Close (path) to London Road</li> <li>• Headworth Close</li> <li>• Holkham Close</li> <li>• King Edward Close</li> </ul> | <ul style="list-style-type: none"> <li>• Kingslawn Close</li> <li>• Mereworth Drive</li> <li>• Moor Park Way</li> <li>• St George's Way</li> <li>• Tarvin Close</li> <li>• Weston Close</li> </ul> |
|---|--|

### Grass cutting areas

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Chelford Drive (path) to St Georges</li> <li>• Closed 'old' Dobells Lane (off St George's Way)</li> <li>• Harewood Close</li> <li>• Harewood Close (path) to London Road</li> <li>• King Edward Close (path)</li> <li>• Kingslawn Close</li> <li>• Kingsmead spine road (A533)</li> <li>• Kingslawn Close Park (aka Mereworth Drive Park)</li> <li>• Moor Park Way</li> <li>• Moor Park Way</li> <li>• St. George's Way</li> </ul> | <p>Verge</p> <p>Grass once per year</p> <p>Verge</p> <p>Verge</p> <p>Verges (both sides)</p> <p>Verge</p> <p>Banks opposite SJD College</p> <p>Play area and grass area</p> <p>Verge and grassed areas</p> <p>Green near the roundabout</p> <p>Field</p> |
|---|--|

### Hedge cutting areas

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Chelford Drive</li> <li>• Closed 'old' Dobells Lane (off St George's Way)</li> <li>• Harewood Close</li> <li>• Harewood Close</li> <li>• Headworth Close</li> <li>• King Edward Close</li> <li>• King Edward Close</li> <li>• Kingslawn Close</li> <li>• Kingslawn Close Park (aka Mereworth Drive Park)</li> <li>• Kingslawn Close Park (aka Mereworth Drive Park)</li> <li>• Kingsmead spine road (A533)</li> <li>• Moor Park Way</li> <li>• St George's Way</li> </ul> | <p>Path to St George's Way</p> <p>Hedge on both sides of the lane</p><br><p>Path to London Road</p><br><p>Path to Mereworth Drive</p><br><p>Top of the banks</p> <p>Play &amp; grass areas</p> <p>Opposite Sir John Dean's College</p> <p>From bottom to top of the road</p> <p>Field</p> |
|--|---|

### Ponds

- **Moor Park Way top pond**
  - Litter removal on a monthly basis
  - Tidy edges of pond buffer zone by strimmer
  - No herbicide to be used
  - All cuttings/clippings removed
  
- **Moor Park Way bottom pond**
  - Litter removal on a monthly basis
  - Tidy edges of pond buffer zone by strimmer
  - No herbicide to be used
  - All cuttings/clippings removed

## Yellow Zone

### Road list

- |  |  |
|--|--|
| <ul style="list-style-type: none"><li>• Campbell Close</li><li>• Graingers Road</li><li>• Houghton Close</li><li>• London Road (with the corner of Kingsmead spine road)</li></ul> | <ul style="list-style-type: none"><li>• Priory Avenue</li><li>• Stretton Walk</li><li>• Waystead Close</li></ul> |
|--|--|

### Grass cutting areas

- |   |  |
|---|--|
| <ul style="list-style-type: none"><li>• Campbell Close</li><li>• Campbell Close</li><li>• Stretton Walk</li></ul> | <p>Play area</p> <p>Verge</p> <p>Verge and edges of culvert using strimmer</p> |
|---|--|

### Hedge cutting areas

- |   |  |
|---|--|
| <ul style="list-style-type: none"><li>• Campbell Close</li><li>• London Road (with the corner of Kingsmead spine road to first house)</li><li>• Stretton Way</li><li>• Waystead Close</li></ul> | <p>Play area</p> <p>By the culvert</p> <p>End of (other side of Moor Park Way hedge)</p> |
|---|--|

## Green Zone

### Road list

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Ashton Close</li> <li>• Bickerton Way</li> <li>• Bishopsgate Drive</li> <li>• Blandford Drive</li> <li>• Blenheim Close</li> <li>• Bridgemere Way</li> <li>• Burwardsley Way</li> <li>• Capesthorpe Close</li> <li>• Castlemead Walk</li> <li>• Churton Close</li> <li>• Claremont Close</li> <li>• Coronet Avenue</li> <li>• Duddon Close</li> <li>• Earls Way</li> <li>• Eddisbury Way</li> <li>• Ellingham Way</li> <li>• Harrow Close</li> <li>• Hatherton Close</li> <li>• Kelsborrow Close</li> <li>• Kensington Way</li> <li>• Kingsmead spine road</li> <li>• Knightsbridge Avenue</li> </ul> | <ul style="list-style-type: none"> <li>• Littleton Close</li> <li>• Mayfair Drive</li> <li>• Moreville Close</li> <li>• Mouldsworth Close</li> <li>• Moulton Close</li> <li>• Picton Close</li> <li>• Pulford Close</li> <li>• Regency Way</li> <li>• Registry Close</li> <li>• Rossett Close</li> <li>• Royal Gardens</li> <li>• Sandringham Close</li> <li>• Saugall Close</li> <li>• Shavington Way</li> <li>• Simmonds Close</li> <li>• Sproston Way</li> <li>• Stapeley Close</li> <li>• Styal Close</li> <li>• Tatton Close</li> <li>• Trafalgar Close</li> <li>• Waverton Close</li> <li>• Wilton Close</li> </ul> |
|--|---|

### Grass cutting areas

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Bickerton Way (south end)</li> <li>• Blandford Drive (north end)</li> <li>• Burwardsley Way</li> <li>• Capesthorpe Close Park</li> <li>• Capesthorpe Close</li> <li>• Churton Close</li> <li>• Claremount Close (south end)</li> <li>• Coronet Ave/Regency Way pond</li> <li>• Coronet Ave (south end)</li> <li>• Earls Way</li> <li>• Harrow Way</li> <li>• Kensington Way</li> <li>• Kensington Way parks (south end)</li> <li>• Kingsmead spine road (A533) Kingsmead junction to London Road traffic lights</li> <li>• Moulton Close</li> <li>• Picton Close</li> <li>• Pulford Close Park</li> <li>• Regency Way</li> <li>• Registry Close</li> <li>• Rossett Close</li> <li>• Royal Gardens (east end)</li> <li>• Saughall Close</li> <li>• Shavington Way (including footpath)</li> <li>• Sproston Way</li> <li>• Stapeley Close Park</li> <li>• Styal Close</li> <li>• Waverton Close (east end)</li> <li>• Wilton Close</li> </ul> | <p>Verge</p> <p>Verge</p> <p>Grassed areas in front of small wood</p> <p>Grassed areas</p> <p>Grassed area on banks at end of close</p> <p>Verge</p> <p>Verge</p> <p>Grassed areas</p> <p>Verge</p> <p>Verge at the end</p> <p>Verge</p> <p>Verges</p> <p>Grassed areas</p> <p>Verges on both sides<sup>1</sup></p> <p>Verge</p> <p>Verge</p> <p>Grassed areas and verges</p> <p>Verge on both sides</p> <p>Verge</p> <p>Verge at the end</p> <p>Verge</p> <p>Verge</p> <p>Verge</p> <p>Verge just off Sproston Way</p> <p>All grassed areas</p> <p>Verge</p> <p>Verge</p> <p>Verge at the end</p> |
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<sup>1</sup>includes the grassed area in front of monument and grassed area at corner of Kingsmead spine road and Monarch drive

## Green Zone (continued)

### Hedge cutting areas

- Bickerton Way
  - Blandford Drive/Regency Way
  - Blenheim Close
  - Churton Close
  - Claremont Close (south end)
  - Earls Way
  - Harrow Way
  - Kensington Way
  - Kensington Way (south end)
  - Kingsmead spine road
  - Moreville Close
  - Moulton Close
  - Picton Close
  - Pulford Close
  - Regency Way
  - Regency Way (south end)
  - Registry Close
  - Rossett Close
  - Royal Gardens (east end)
  - Saughall Close
  - Shavington Way and footpath
  - Stapeley Close
  - Styal Close
  - Tatton Close/Capesthorpe Close/Claremont Close
  - Wilton Close
- Junction of these roads  
Hedge on both sides
- Hedge at the end
- Park  
Access path  
Both sides<sup>2</sup>  
Hedge opposite numbers 16, 18 & 20
- Park  
Pond area  
Both sides
- Verge at the end  
Roadside
- Play area
- End of cul-de-sac through to closes  
Hedge at the end

<sup>2</sup>includes trimming hedging along Cheshire railings in bus stop lay-by and around the corner into Regency Way until the railings end

### Ponds

- **Bickerton Way pond**
  - Grass cut up to 1 metre the from water's edge
  - No herbicide to be used
  - Biannual tidy of grassed edges
  - All cuttings/clippings removed
- **Regency Way/Coronet pond**
  - Grass cut up to 1 metre from water's edge
  - Keep drain clear from debris
  - Keep crazy paving free from weeds
  - No herbicide to be used
  - Biannual tidy of grassed edges
  - All cuttings/clippings removed

## Blue Zone

### Road list

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Bickley Close</li> <li>• Blakemere Drive</li> <li>• Buckingham Drive</li> <li>• Calveley Close</li> <li>• Dukes Way</li> <li>• Eyston Close</li> <li>• Harthill Close</li> <li>• Lostock Close</li> <li>• Marford Close</li> <li>• Monarch Drive</li> </ul> | <ul style="list-style-type: none"> <li>• Palmer Close</li> <li>• Regal Close</li> <li>• Sandbach Drive</li> <li>• Seagrave Close</li> <li>• Stanford Close</li> <li>• Stirling Close</li> <li>• Wheelock Close</li> <li>• Woburn Close</li> <li>• Wrenbury Close</li> <li>• Wyndham Close</li> </ul> |
|--|--|

### Grass cutting areas

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Calverley Close</li> <li>• Dukes Way &amp; school entrance</li> <li>• Dukes Way (duck pond)</li> <li>• Dukes Way (park (x2))</li> <li>• Eaton Court land to river towpath</li> <li>• Monarch Drive</li> <li>• Monarch Drive path to river</li> <li>• Monarch Drive path to Dukes Way</li> <li>• Palmer Close</li> <li>• Palmer Close path</li> <li>• Stirling Close</li> <li>• Stanford Close</li> <li>• Sluice pond at Fisherman's wharf</li> <li>• Fisherman's wharf to end of Blandford Drive ('top' path)</li> </ul> | <ul style="list-style-type: none"> <li>Verge</li> <li>Verge both sides</li> <li>Grassed areas</li> <li>Grassed areas</li> <li>Grassed areas</li> <li>Play area and grassed areas</li> <li>Verge both sides/end grassed areas</li> <li>Verge both sides</li> <li>Verges</li> <li>Verge</li> <li>Verge</li> <li>Verge</li> <li>Grassed areas around pond</li> <li>Path both sides - twice per year</li> </ul> |
|---|---|

### Hedge cutting areas

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Calverley Close (at end)</li> <li>• Dukes Way (north end)</li> <li>• Dukes Way</li> <li>• Dukes Way to school entrance</li> <li>• Fisherman's wharf to end of Blandford Drive ('top' path)</li> <li>• Kingsmead spine road/Monarch Drive (both ends)</li> <li>• Monarch Drive</li> <li>• Monarch Drive path to river</li> <li>• Monarch Drive path to Dukes Way</li> <li>• Wheelock Close</li> </ul> | <ul style="list-style-type: none"> <li>Hedge</li> <li>Hedge</li> <li>Play area (x2)</li> <li>Trim bushes back</li> <li>Path both sides</li> <li>Corner of road junction</li> <li>Play area</li> <li>Hedges on both sides</li> <li>Hedges on both sides</li> <li>Hedge</li> </ul> |
|---|--|

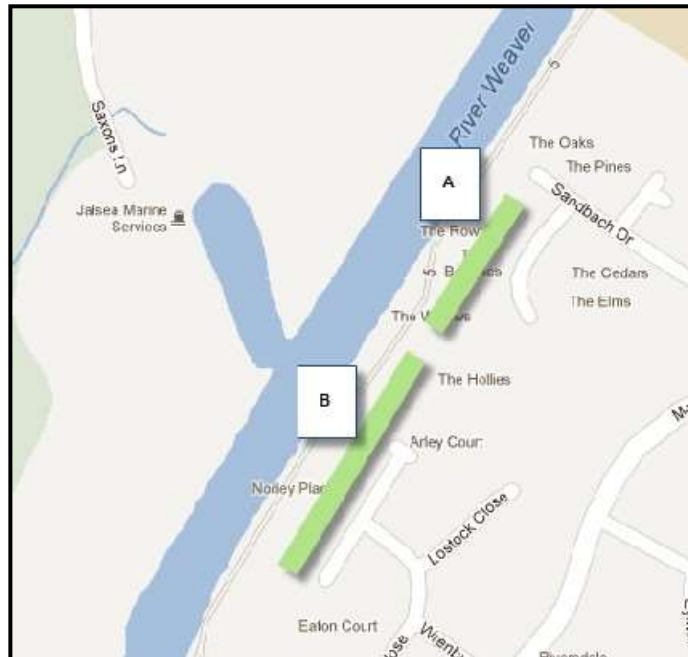
## Blue Zone (continued)

### Ponds

- **Dukes Way (large pond)**
  - Grass cut up to 1 metre from the water's edge
  - No herbicide to be used
  - Biannual tidy of grassed edges
  - All cuttings/clippings removed
  
- **Dukes Way (small pond)**
  - Grass cut up to 1 metre from the water's edge
  - No herbicide to be used
  - Biannual tidy of grassed edges
  - All cuttings/clippings removed
  
- **Sluice pond at end of the culvert (Fisherman's wharf)**
  - Grass cut up to 3 metres from the water's edge
  - No herbicide to be used
  - Biannual tidy of grassed edges
  - All cuttings/clippings removed

## Wildflower Areas

- Both areas (A & B as illustrated)
  - Grass to be cut down twice yearly at end March and end September
  - Any tree saplings next to the brick walls to be cut-down
  - Hay/sticks to be left as small neat piles for wildlife





## Location of litter/dog bins

• Bickerton Way/Regency Way	Litter x 1	
• Campbell Close Park	Litter x 1	
• Capesthorpe park	Litter x 1	
• Churton Close (just off the close)	Litter x 1	
• Dukes Way (duck pond)	Litter x 2	Dog x 1
• Dukes Way Park	Litter x 1	
• Dukes Way (corner of path to Monarch Drive)	Litter x 1	
• Fisherman's wharf to end of Blandford Drive ('top' path)		Dog x 2
• Kingsmead spine road/Regency Way Corner	Litter x 1	Dog x 1
• Kingsmead spine road (A533) at the clock-tower	Litter x 1	
• Kingslawn Close Park	Litter x 1	
• Kensington Way Park	Litter x 2	
• Moor Park Way (grassed area)	Litter x 1	Dog x 2
• Monarch Drive path to River Weaver		Dog x 1
• Monarch Drive (west of Kingsmead spine road)	Litter x 1	
• Monarch Drive (outside house no 55)	Litter x 1	
• Monarch Drive (outside house no 49)	Litter x 1	
• Monarch Drive (next to park)	Litter x 1	
• Pulford Close (park)	Litter x 1	Dog x 1
• Regency Way/Coronet Ave (pond)	Litter x 1	
• Regency Way (opposite Eddisbury Way)		Dog x 1
• Regency Way (south of Dukes Way roundabout)	Litter x 1	
• Royal Gardens/Kensington Way (end)	Litter x 1	
• St George's Way field		Dog x 2

**Total number of bins: 33**

## Routine landscaping frequency

### Grass cutting

- Grass verges and parks to be mowed every 2 weeks, from 1st April to 31st October
- Daffodil areas and arboretum banks to be mowed monthly
- Daffodil areas to be left uncut until the daffodils have died back
- All grassed areas to be cleared of litter before cutting
- All grass cuttings to be removed from site if weather conditions prevent complete mulching of cuttings
- All grass edging to footpaths to be cleared to path edging each year in Autumn
  - Monarch Drive path to river past the park
  - Monarch Drive path to Dukes Way past the school
  - Kingsmead spine road paths both sides from Kingsmead junction to Kingfisher roundabout
  - Moor Park Way path on right-hand side from Kingfisher roundabout to London Road
  - Regency Way path both sides from Kingsmead spine road to Kingfisher roundabout including a tidy-up of the bus stop lay-by

### Grass treatment

- No herbicide to be used unless otherwise consent is specified in writing by the Parish Council
- Weed control to obstacles in grassed, shrub areas, walls and hedges as required (during growing season) – by strimmer or herbicide as above

### Hedge cutting

- All hedges to be cut annually between August and October; one cut in the Autumn and a second cut only if required before March, upon written request from the Parish Council clerk
- The exception to the above is for hedges that cause an obstruction to paths may be cut upon written request from the Parish Council clerk
- All trimmings/clippings to be removed from site

### Ivy

- Ivy on Kingsmead wall to be cut back twice yearly
- Ivy on the wall behind the war memorial to be cut back twice yearly (or similarly controlled)
- All trimmings to be removed from site

### Clock tower

- Bedding plant areas to be replanted twice yearly with season-appropriate plants. The Parish Council clerk may request certain varieties of bedding plants

### Ragwort

- Hand remove any ragwort, including roots, which appears around all areas of the site and remove from site

### Litter/dog bins

- Empty all litter and dog bins every Friday, 52 weeks per year. Note that if Friday is a Bank Holiday then bins to be emptied on the Thursday before the Bank Holiday

### Debris screens on culvert

- All debris screens on the culvert from Stretton Walk to the River Weaver to be cleared quarterly and removed from site
  - a. 2 culvert screens on Waystead Close
  - b. 2 culvert screens on Moor Park Way
  - c. 2 culvert screens on the Kingsmead spine road (A533)

### Monthly schedule

- Monthly schedule of work to be published and agreed 1 month in advance
- Named contact with contact number to be responsible for communications between the Parish Council clerk and the contractor. This contact to also feedback to the Parish Council clerk regarding any issues or work outside of the contract that needs addressing
- A quarterly service review with Parish Council clerk of work done and work to be completed

## Monuments/flower beds/other

- **Pagoda** (near Coronet pond) – to be swept and tidied monthly and sweepings to be removed from site
- **War Memorial** – to be swept and tidied monthly and flower beds to be weeded and hoed monthly
- **Mock Tudor lynch gate** (Kensington Park) – to be swept out and checked monthly and sweepings to be removed from site
- **Path from Kingsmead spine road to Palmer Close** - to be swept out and weeded quarterly
- **Steps from Kingsmead spine road to Blakemere Drive** - to be swept out and weeded quarterly
- **Path from 'top' path (Buckingham Drive) down to River Weaver** – grass to be cut down twice yearly; no herbicide application
- **'Top' path from end of Blandford to Fisherman's wharf**
  - Grass to be mown twice yearly
  - No herbicide to be used on verges. Herbicide to be used **ONLY** on path surfaces
  - Hedges to be cut yearly within time period September to end of March
- **Butterfly flower beds** (Kensington Park) - to be weeded and hoed monthly
- **Parks (as listed below)** – to be litter-picked weekly when emptying bin and weeded monthly and kept looking clean and tidy with appropriate bi-annual herbicide application:
  - i. Burwardsley Close
  - ii. Capesthorpe Close
  - iii. Campbell Close
  - iv. Dukes Way 1
  - v. Dukes Way 2
  - vi. Kensington Way
  - vii. Kingslawn Close (aka Mereworth Drive/Kingsmead spine road park)
  - viii. Monarch Drive
  - ix. Pulford Drive

## **General conditions of contract**

### **1. Definitions**

- 1.1 The term 'Purchase Order' shall mean the Employer's Purchase Order which specifies that these conditions apply to it.
- 1.2 The term 'Employer' shall mean the person, firm or company so named in the Purchase Order.
- 1.3 The term 'Contractor' shall mean the person, firm or company to whom the Purchase Order is issued.
- 1.4 The 'Works' shall mean all work to be undertaken, and materials to be supplied, by the Contractor in performance of the Contract.
- 1.5 'The Site' shall mean the location where the Works are to be performed.
- 1.6 'The Contract' shall mean the contract between the Employer and the Contractor consisting of the Purchase Order, these conditions and any other documents (or parts thereof) specified in the Purchase Order. Should there be any inconsistency between the documents comprising the contract, they shall have precedence in the order herein listed.

### **2. Inclusions in contract**

The Contract includes for all materials, labour, plant, equipment, transport, handling of materials and plant, tools and appliances, and all other things necessary for the Works.

### **3. Inspection of site**

The Contractor is deemed to have understood the nature and extent of the Works and to have visited the Site and shall make no claim founded on his failure to do so. The Employer shall, on request of the Contractor, grant such access as may be reasonable for this purpose.

### **4. Manner of carrying out the works**

- 4.1 The Contractor shall make no delivery nor commence work on Site before obtaining the Employer's consent.
- 4.2 Access to and possession of the Site shall not be exclusive to the Contractor but only such as shall enable him to carry out the Works concurrently with the execution of work by others.
- 4.3 The Employer shall have the power at any time during the progress of the Works to order in writing:
  - a) The removal from the Site of any materials which in the opinion of the Employer are not in accordance with the Contract.
  - b) The substitution of proper and suitable materials.
  - c) The removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefore) of any work which, in respect of material or workmanship, is not in the opinion of the Employer in accordance with the Contract.
- 4.4 No work shall be laid in excavation and no work shall be covered or hidden until approved by the Employer.

## **5. Completion date**

The date of completion of the Works or, in the case of a service being performed at regular intervals, the period of the Contract, shall be that specified in the Employer's Purchase Order unless otherwise agreed between the Employer and the Contractor. Time shall be of the essence.

## **6. Terms of payment**

Payment will only be made against an invoice. Payment is by twelve equal, monthly payments. Invoices must be sent to the Parish Council on the first Monday of each month (or next working day if the Monday is a Bank Holiday). The invoice will be paid after approval at Full Council meeting on the 28th of each month (or the next working day if the 28th falls on a non-working day or Bank Holiday). Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge

## **7. Contractor's supervisor**

The Contractor shall have a competent supervisor on the Site and any instructions given to the said supervisor (written or oral) shall be deemed to be given to the Contractor.

## **8. Assignment and sub-contracting**

- 8.1 The Contractor shall not assign or sub-contract any portion of the Contract without the prior written consent of the Employer. No sub-contracting shall relieve the Contractor from the responsibility of the Contract or from active supervision of the Works during their progress.
- 8.2 Where the Employer has consented to the placing of sub-contracts, copies of each sub-order shall be sent by the Contractor to the Employer immediately it is issued.

## **9. Variation in contract price**

Save as provided for under Sub-Clause 10.2 the contract price shall be a firm price unless otherwise agreed between the parties when the Purchase Order is placed.

## **10. Variation of the works**

- 10.1 The Contractor shall not vary any of the Works, except as directed in writing by the Employer.
- 10.2 The Employer reserves the right by notice in writing to modify the quality or quantity of the Works and any alteration to the Contract price arising by reason of such modification shall be agreed between the parties.

**11. Payments to site labour**

- 11.1 The Contractor and his Sub-Contractor (if any) shall pay their respective employees on the Site the rates of wages, and observe hours and conditions of working, recognized by the national agreements if any, for the industries or trades applicable to the Contractor's work and in any event at least the statutory minimum wage where in force and relevant. In the absence of such Agreements the Contractor and his Sub-Contractors shall observe rates and conditions approved by the Employer.
- 11.2 Bonus and other payments outside those defined in 11.1 above shall only be made in accordance with principles agreed with the Employer.
- 11.3 Hours of working, including overtime, shall be agreed with the Employer.
- 11.4 Before the placing of the Contract, the Contractor shall have obtained for himself and his Sub-Contractors (if any) the approval of the Employer for the arrangements covered in 11.1, 11.2 and 11.3 above. The Contractor and his Sub-Contractors shall not introduce or commence to negotiate any changes in these arrangements without the written consent of the Employer. Notice shall be given to the Employer of the implementation of any national awards affecting these arrangements.
- 11.5 The Contractor shall not offer employment to any person employed by the Employer or by other contractors employed by the Employer whilst work under the Contract is taking place.

**12. Statutory duties and safety**

- 12.1 The Works shall be carried out with the proper regard to safety and the Contractor shall observe and conform to all statutory enactments and regulations and any by-laws and/or regulations of local or other authorities applicable to the Works or generally to the Site where the Works are carried out, the cost of supplying and/or doing all things required for the purpose being deemed to be included in the Contract price. Any additional expenses reasonably incurred by the Contractor in conforming with any such statutory enactments, by-laws and regulations made subsequently to the Contractor's tender or quotation shall be added to the Contract price, provided that such additional expenses were not ascertainable at the date of tender or quotation.
- 12.2 The contractor shall carry out appropriate risk assessments prior to commencement of the works and on an ongoing basis and make these available to the Employer on request.
- 12.3 The Contractor shall be responsible for the suitability and safety of the equipment used by him and no equipment shall be used which may be unsuitable, unsafe or liable to cause damage. Without lessening the absolute responsibility of the Contractor in regard to such equipment, the Employer shall have the right to inspect such equipment and, if in the Employer's opinion it is unsuitable, it shall not be used on the Works, no extra time or payment being allowed to the Contractor for replacement.

**13. Free-issue materials**

Where the Employer for the purposes of the contract issues materials free of charge to the Contractor such materials shall be and remain the property of the Employer. The Contractor shall maintain all such materials in good order and condition and shall use such materials solely in connection with the Contract. Any surplus materials shall be disposed of at the Employer's discretion. Waste of such materials arising from bad workmanship or negligence of the Contractor shall be made good at the Contractor's expense. Without prejudice to any other of the rights of the Buyer, the Seller shall deliver up such materials whether further processed or not to the Buyer on demand.

**14. Indemnity**

The Contractor shall take every practicable precaution not to damage or injure any property or persons. The Contractor shall satisfy all claims founded on any such damage or injury which arise out of or in consequence of any operations under the Contract whether such claims are made by the Employer or by a third party against the Contractor or against the Employer, and the Contractor shall indemnify the Employer against all actions, demands, damages, costs, charges and expenses (including legal fees) arising in connection therewith, provided, however, that nothing in this condition shall render the Contractor liable for any injury or damage resulting from any negligent act or omission of the Employer, his servants or agents, or any other contractor employed by the Employer and the Employer shall indemnify the Contractor against all demands and expenses arising in connection with any such damage or injury.

**15. Insurances**

15.1 The Contractor shall have in force and shall require any Sub-Contractor to have in force:

- (a) Employers Liability Insurance and
- (b) Public Liability Insurance for such a sum and range of cover as the Contractor deems to be appropriate but not less than £2,000,000 for any one incident unless agreed by the Employer in writing.

All such insurances shall be extended to indemnify the Employer against any claim for which the Contractor or Sub-Contractor may be legally liable.

15.2 The Policy of Insurance shall be shown to the Employer whenever he requests together with satisfactory evidence of payment of premiums.

15.3 The Employer shall maintain Employer's Liability and Public Liability Insurance in respect of his own liabilities.

**16. Notification procedure**

The Contractor shall give immediate notice in the event of any accident or damage likely to form the subject of a claim under the Employer's insurance and shall give all the information and assistance in respect thereof that the Employer's insurers may require, and shall not negotiate, pay, settle, admit or repudiate any claim without their written consent, and shall permit the insurers to take proceedings in the name of the Contractor to recover compensation or secure an indemnity from any third party in respect of any of the matters covered by the said insurance.

**17. Contractor's conditions**

No conditions submitted or referred to by the Contractor when tendering shall form part of the Contract unless otherwise agreed to in writing by the Employer.

## **18. Secrecy**

- 18.1 No photographs of any of the Employer's equipment, installations or property shall be taken without the Employer's prior consent in writing. The Contractor shall keep secret and shall not divulge to any third party (except Sub-Contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-contract) all information given by the Employer in connection with the Contract or which becomes known to the Contractor through his performance of such work under the Contract.
- 18.2 The Contractor shall not mention the Employer's name in connection with the Contract or disclose the existence of the Contract in any publicity material or other similar communication to third parties without the Employer's prior consent in writing.

## **19. Clearance of site on completion**

On completion of the Works the Contractor shall remove at his expense his plant, equipment and unused materials and shall clear away from the Site all rubbish arising out of the Works.

## **20. Contractor's default**

- 20.1 If the Contractor fails to carry out promptly any of the Employer's instructions, and fails within 10 days of notice by the Employer drawing attention to such failure to take such steps as reasonably satisfy the Employer, the Employer may, without prejudice to any other of his rights, carry out Works at the risk and expense of the Contractor.
- 20.2 If the Contractor commits a breach of the Contract and fails within 10 days of notice by the Employer to take such steps as reasonably satisfy the Employer to rectify such breach, the Employer may, without prejudice to any other of his rights, terminate the Contract forthwith by notice to the Contractor. Thereupon, without prejudice to any other of his rights, the Employer may himself complete the Works or have it completed by a third party, using for that purpose (or making a fair and proper payment thereof) all materials, plant and equipment on the Site belonging to the Contractor, and the Employer shall not be liable to make any further payment to the Contractor until the Works have been completed in accordance with the requirements of the Contract, and shall be entitled to deduct from the Contract price (ascertained in accordance with the terms and conditions of the Contract) any additional cost incurred by the Employer. If the total cost to the Employer exceeds the said Contract price, the difference shall be recoverable by the Employer from the Contractor.

## **21. Insolvency and bankruptcy**

If the Contractor becomes insolvent or bankrupt or (being a Company) makes an arrangement with its creditors or has an administrative receiver or administrator appointed or commences to be wound up (other than for the purposes of amalgamation or reconstruction) the Employer may, without prejudice to any other of his rights, terminate the Contract forthwith by notice to the Contractor or any person in whom the Contract may have become vested.

## **22. Notices**

Any notice to be sent under this Agreement should be sent to the addresses given on page one and served personally or by pre-paid registered or recorded delivery letter or facsimile confirmed by first class post. Letters shall be deemed served 48 hours after posting and facsimiles on despatch.



**23. Waiver**

No delay or omission by Employer in exercising any of its rights or remedies under this Agreement or under any applicable law on any occasion shall be deemed a waiver of, or bar to, the exercise of such right or remedy or any other right or remedy upon any other occasion.

**24. Headings**

The headings in this Contract are for ease of reference only and shall not affect the construction thereof.

**25. Severance**

In the event that any provision of this Contract shall be void or unenforceable by reason of any provision or applicable law, it shall be deleted and the remaining provisions hereof shall continue in full force and effect and, if necessary, be so amended as shall be necessary to give effect to the spirit of the Agreement so far as possible.

**26. Errors and omissions**

Errors and omissions excepted.

**27. Social Media**

Details of works carried out by the Contractor on behalf of the Parish Council may not be published or posted on websites or social media sites without first gaining permission in writing from Full Council. If permission is not obtained in advance and details of works are posted or published, then the contract may be terminated.

End of document

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