



WHITWICK PARISH COUNCIL

Grounds Maintenance Services Contract

Ref. WPC/GMSC/001.23

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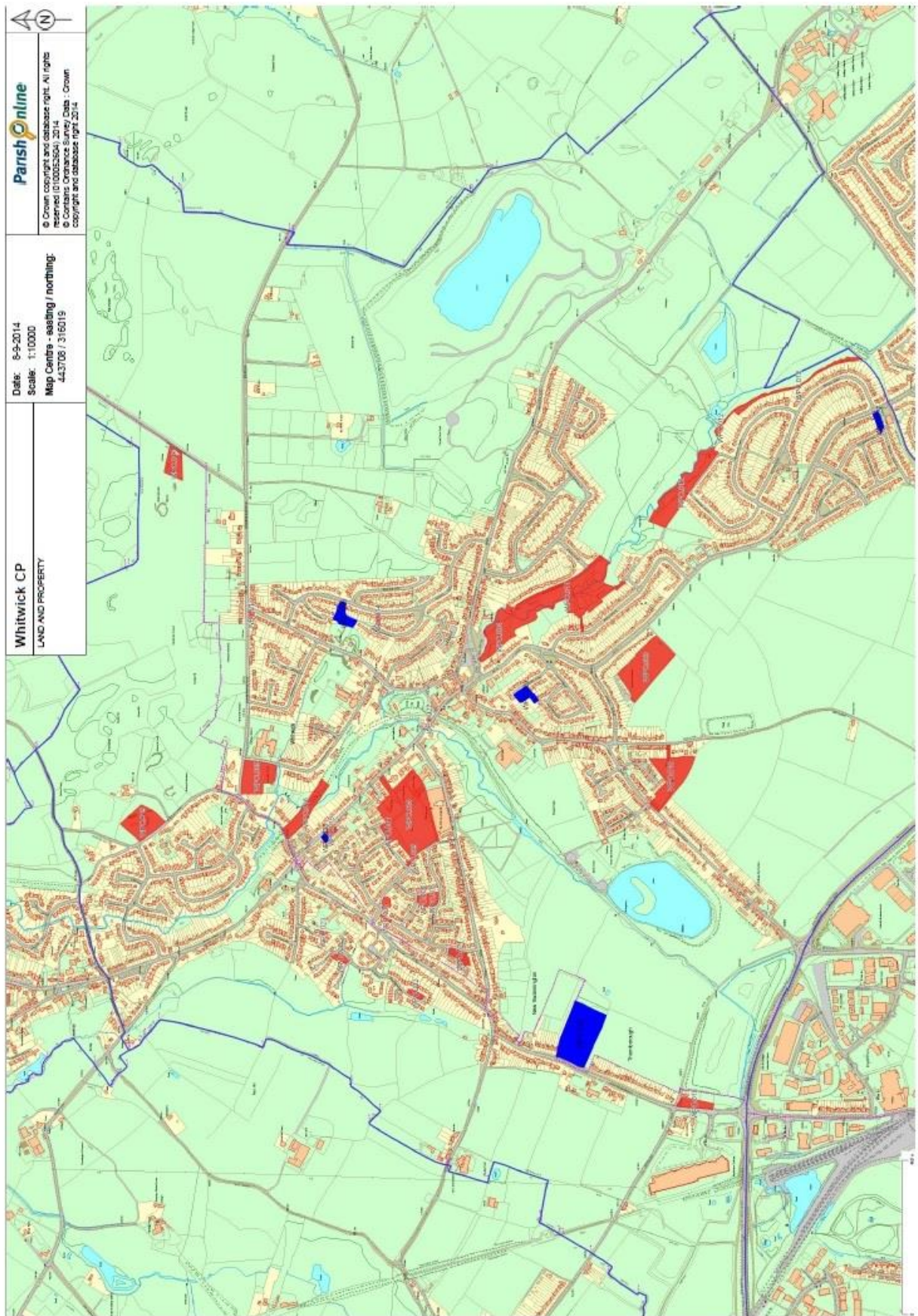
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Whitwick Parish Council Grounds Maintenance Services

Tender Documentation

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**WHITWICK PARISH COUNCIL
GROUNDS MAINTENANCE SPECIFICATION**

1.0 INSTRUCTIONS TO TENDERERS

1.1 General

Tenderers should read these instructions carefully before submitting their responses to the Invitation to Tender.

Failure to comply with these requirements for completion and submission may result in the rejection of your tender response. Tenderers should acquaint themselves fully with the extent and nature of the requirement and contractual obligations and are deemed to have done so before submitting a tender.

1.2 Documentation

The documentation consists of the following:

- Invitation to Tender Letter including confidentiality agreement.

- Section 1: Instructions to Tenderers

- Section 2: Specification of Requirement

- Section 3: Terms and Conditions of Contract

- Section 4: Quality Questionnaire

- Section 5: Pricing Schedules

- Section 6: Contract variation Form

- Section 7: Tender Form

- Section 8: Certificate Bona fide tender

- Appendix A: Maps of Contract Area

- Appendix B: Assets Register

Whitwick Parish Council (hereinafter referred to as “the Parish Council”) reserves the right to modify or amend the ITT documentation at any time prior to the deadline for receipt of tenders. Any such changes will be notified to the Tenderers in writing. Where the modifications or amendments are significant, the Parish Council may, at its discretion, extend the deadline for receipt of Tenders.

This Invitation to Tender and its accompanying documents and publications, and any copies made in all or part, are and shall remain the property of the Parish Council and must be returned on demand.

1.3 TUPE

The Parish Council believes that the Transfer of Undertakings (Protection of Employment) Regulations (TUPE) will apply to this contract and information regarding individuals who may be entitled to transfer under TUPE is available on request from the current service provider JR Landscaping and Property Maintenance, 89 Comberford Road, Tamworth, B79 8PE.

This information must be taken into account while preparing your tender return.

1.4 Enquiries

Please contact the following person if you have any enquiries regarding this tender;

Parish Manager, Community Office, 3a Market Place, Whitwick, Leics. LE67 5DT (clerk@whitwickpc.org.uk) . Tenderers should note that all enquiries must be made in writing or by email and the Parish Council at their discretion reserve the right to circulate any response to all tenderers. All enquiries must be clearly marked ENQUIRY with the question and Tenderer details clearly set out.

The deadline for receiving these enquiries will be ten days prior to the tender return date to allow information to be circulated in time.

Please note that Council Offices are not open every day.

1.5 Tender Return

The completed documents must be returned by post. The documents issued must be completed in full and enclosed in a plain, sealed envelope, endorsed "Tender – Grounds Maintenance Services" (clearly indicating the tender reference number WPC/GMSC/001.23 should be used) and envelopes or packages should bear no reference to the Tenderer by name.

The Tenderer must not mark the outside of the envelope in any way, to ensure that their submission is unidentifiable.

The tender must be returned no later than

16:00 HOURS ON 13th October 2023

Any Tender received after this date and time will not be considered.

It is the responsibility of the Tenderer to ensure that the Tender Document is delivered to the Parish Council no later than the notified deadline.

The Parish Council does not accept responsibility for the premature opening or mishandling of tenders that are not submitted in accordance with the above instructions.

The Parish Council reserves the right to amend or modify the tender documents prior to the award of Contract. All Tenderers will be notified of any such amendment.

1.6 Un-submitted Tenders.

It must be clearly understood that this invitation must not be passed to any other organisation.

Any proposed exceptions or amendments to the Parish Council's Conditions of Contract must be submitted with the Tender, using the appropriate form in **Section 6**, and not at a later stage of the procurement process.

1.7 Tender Validity

Tenders shall remain open for acceptance for a period of 90 Days from the closing date of receipt of the tender by the Parish Council

If awarded a contract, the Tenderer must comply with all the provisions contained in the tender documentation, subject only to any agreed exceptions and amendments.

The Tenderer warrants that the performance of the Contract shall be undertaken in accordance with the requirement of the Contract and any codes of practice for the industry.

1.8 Tender Costs

Tenderers will not be entitled to claim from the Parish Council any costs or expenses that may be incurred in preparing their tender. This applies whether or not the tender is successful and it also applies to any additional costs that may be incurred if the Parish Council modifies or amends the tender requirements or the specification of the required goods and / or services.

Tenderers are responsible, at their own expense, for obtaining all information necessary for the preparation of their Tender. Information provided to Tenderers by the Parish Council is supplied only for general guidance in the preparation of the tender. Tenderers must satisfy themselves by their own investigations about the sufficiency of information and no responsibility is accepted by the Parish Council for any loss, damage or expense of whatever kind arising from the use by Tenderers of such information.

1.9 Form of Tender

Tenders must be fully completed by duly authorised personnel. Prior knowledge of any aspect of your organisation or of your ability to meet the requirement must not be assumed and all schedules and questionnaire questions must be completed in full as applicable. The sections (and associated schedules) that require completion or a specific response are:

Section 4: Quality Questionnaire

Section 5: Pricing Schedule

Section 6: Contract Variation Form

Section 7: Tender Form

Section 8: Certificate of Bona Fide Tender

Tenders may not be considered if complete information is not given or if the particulars asked for in the tender documents are not supplied. Schedules should be fully completed and returned as directed. Answers must be in the tender format and in the

order requested, with references to accompanying sales or technical literature kept to a minimum.

The Tender response shall be submitted in English. Any printed literature furnished by the Tenderer may be written in any other language but must be accompanied by an English translation of its relevant pages. In such a case, for the purpose of interpretation in relation to the tender, the English translation shall prevail.

1.10 Accuracy of Price

Tenderers shall ensure that, before submitting a tender, all arithmetical calculations are checked for accuracy, at the same time ascertaining that forms have been completed and signed and all necessary information supplied.

1.11 Modification and Withdrawal

Tenders may not be modified subsequent to the deadline for receipt, but Tenderers may modify their tender prior to the deadline for receipt by giving written notice to the Parish Council any such notice should be forwarded in a sealed envelope marked externally with the tender reference number.

Tenderers may withdraw their tenders at any time prior to accepting the notification of award by sending a notice of withdrawal to the Parish Council.

1.12 Confidentiality

All information contained in this Invitation to Tender or which is communicated in further correspondence or in the course of any subsequent negotiations, is presumed to be confidential unless disclosure is statutorily required.

Tenderers should not disclose the fact they have been invited to tender and must not communicate, disclose or otherwise make available this information to any third party other than as set out below, nor use this information for any commercial or industrial purpose not connected with this tender.

The Tenderer may communicate, disclose or otherwise make available this information to an employee or a professional adviser who requires the information in connection with the preparation of the tender or to support any subsequent negotiation, provided they are bound by equivalent conditions of confidentiality.

All information provided by the tenderers will be treated as "Commercial in Confidence" by the Parish Council and (except where required in law) will not be disclosed to a third party without the written permission of Tenderers.

1.13 Freedom of Information Act

The Parish Council is committed to meeting its responsibilities under the Freedom of Information Act 2000 (FOIA). All information submitted to the Parish Council may be subject to disclosure to a third party in response to a request for information under the Act. The Parish Council may also decide to include certain information in the publication scheme that we maintain under the Act.

If the Parish Council receives a request to disclose the information identified, it will consider whether the information is, in fact, exempt; consider whether the public interest in maintaining the exemption outweighs the public interest in disclosing the information (unless the information benefits from an absolute exemption); and consult with the Tenderer prior to disclosure of information whenever reasonably practicable.

The Parish Council will not be liable for any loss or damage suffered by the Tenderer, whether in contract, tort or any other way as a result of the Parish Council disclosing information in response to a request made under FOIA, if the information is not specifically considered by both the Parish Council and the Tenderer to be exempt.

The Tenderer should note that the receipt of any information marked 'confidential' or equivalent by the Parish Council should not be taken to mean that the Parish Council accepts any duty of confidence by virtue of that marking.

Further information on the FOIA can be obtained from the office of the Information Commissioner responsible for enforcing the Act.

1.14 Evaluation of Tenders

Tender proposals will be subjected to a thorough evaluation. This may result in an award (or awards) of contract or it may produce a short-list of the most promising technical and commercial offers requiring further assessment.

The Parish Council will examine tenders for completeness and may seek clarification where necessary. Prior to detailed examination, the Parish Council will determine whether a tender substantially fulfils the conditions in the tender documents. A tender determined as not substantially fulfilling the conditions in the tender documents will be rejected.

Short-listed tenderers may be further requested to clarify their bids or provide additional information in support of their proposals.

Further assessment of short-listed tenders may include attendance at the Parish Council's premises for the purpose of clarifying aspects of a bid or may involve a visit by the Parish Council's representatives to any relevant facilities operated by the Tenderer. In each case, Tenderers will be responsible for their own costs.

The Parish Council will undertake enquiries throughout the tender process regarding fulfilment of obligations relating to payment of taxes. Tenderers demonstrating a poor revenue compliance record may be excluded from further participation in the tendering exercise.

1.15 Award Criteria

The Parish Council does not bind itself to accept the lowest or any tender for the tendered goods and/or services and reserves the right to accept part of the tender unless the Tenderer expressly stipulates to the contrary.

The Parish Council will have no obligation to Tenderers arising from this tender unless and until it enters into a formal contract with the Tenderer for the provision of the goods and/or services that are subject to this Invitation to Tender.

Any contract(s) awarded will be to the Tenderer(s) whose tender, or any parts thereof, has been determined as substantially fulfilling the conditions and is the most economically advantageous.

The Council will accept the tender that it believes to provide the best value. It will take into account factors other than price and will use the information provided in this evaluation questionnaire to assess the ability of the tenderer to deliver the specified services.

Each of the criteria used in tender evaluation will be assigned a weighting. The relative weighting of the criteria will be taken into account in determining the most economically advantageous bid.

The weighting system that will be applied is as follows:

Price	-	60% or 60 points
Quality		40% or 40 points

The score for Quality will be determined from the following weighting:

Organisation and Management	5 points
Transport and Equipment	5 points
Service Delivery	15 points
Mobilization and Action Plan	10 points
Exit Strategy	5 points.

Irrespective of price, all tenderers will have to meet a minimum quality threshold of 30 points and any tender failing to meet this threshold will be eliminated from the evaluation process.

As part of the assessment process, and, in addition to references obtained from previous or current clients, the Parish Council may wish to make specific site visits to previous or current areas of work to gauge the level of competence and quality of work performed by the Tenderers and their staff.

All Resource and Method Statements should be completed as comprehensively as possible in order that the priced Tender may be supported by evidence of managerial and technical and organisational capacity and capability. The Statements will be taken into account when evaluating Tenders and selecting the successful Tender bid, insofar as Tenderers will be expected to demonstrate that they are capable of carrying out the proposed works with a high level of professional expertise and in an adequate and business-like manner. Tenders **must** be submitted in the required form, but Tenderers are additionally invited to submit alternative solutions and/or costing methods where it is believed they will result in efficiency and cost savings for the Parish Council.

Alternative proposals will be subject to separate evaluation by the Parish Council and should therefore be submitted by way of a separate second offer accompanying the primary or main proposal. They should also be fully detailed and costed so as to clearly demonstrate to the Parish Council where the cost and efficiency savings will arise from relative to the Parish Council's Specification and the Tenderers primary proposal.

1.16 Contract Management and Monitoring

The Grounds Maintenance Service Provider will work with the Parish Council to make sure that they fully understand the proposal and that there are appropriate processes in place for managing the service into the future.

The quality-of-service delivery will be monitored and measured against a bespoke quality inspection system.

Whitwick Quality Audit System.

The Whitwick Quality Audit System is a bespoke quality inspection system, based on an approach developed by APSE member authorities, it has been in place since 2015 and is now used on a UK wide basis to monitor grounds maintenance service delivery.

How it works?

Grounds Maintenance Quality Audits are applied using the following grading criteria:

A = Excellent standard (3 points).

B = Acceptable standard (2 points).

C = Unacceptable standard (1 point).

D = Poor standard (no score awarded).

The Parish Manager to the Parish Council, hereinafter referred to as The P.M. will be responsible for managing this contract and all day to day matters.

Day-to-day operational matters will be managed by: The P.M.

For all queries regarding the tender please see 1.4 above.

The system requires the P.M and Service Provider to identify a number of sites across the Parish Council area and undertake a minimum of 11 (one for each of the KPI's listed) inspections over 12 monthly monitoring periods. These sites must include a number of different amenity maintenance types.

All grades awarded are generated by a scorecard approach.

An overall Quality Index Score 66.6% and above is the desired output score (an average score of 2 points achieved across the number of surveys completed during each monitoring period).

By assigning a quality grade to each of the sites, an overall picture can be established as to the quality and cleanliness of a Whitwick Parish environment.

The Quality Audit Key Performance Indicators are listed below:

- SITE CLEANSING INCLUDING LEAF CLEARANCE
- WEED CONTROL
- GRASS CUTTING
- ROSE BEDS, SHRUB AND BORDER MAINTENANCE

- HEDGE MAINTENANCE
- MAINTENANCE OF SEASONAL BEDDING
- FLORAL DISPLAYS
- PLAY AREA MAINTENANCE
- HARD SURFACE TENNIS COURTS
- BENCHES
- BOWLING GREEN

1.17 Returns Checklist

You will need to ensure that the following information is included in your tender submission.

Responses to the information requested in sections:		
Section 4	Quality Questionnaire	
Section 5	Pricing Schedule	
Section 6	Contract Variation Form (signed)	
Section 7	Tender Form (signed)	
Section 8	Bona Fide Tender Form (signed)	

1.18 Tender Timetable

The key dates in the tender timetable are set out below. However, please note that these dates may be subject to change due to unforeseen circumstances beyond the control of the Parish Council.

Deadline for Questions regarding the tender	16:00 hrs 03/10/2023
Tender Submission Deadline	16:00 hrs 13/10/2023
Award Contract by	10/11/2023
Anticipated Contract Commencement Date	01/04/2024

2.0 SPECIFICATION

2.1 GENERAL SPECIFICATIONS

Scope of Contract

The Service Provider will be expected to carry out a number of operations, including grass cutting, turfing, hedge maintenance, shrub planting and maintenance, rose planting and maintenance, floral display planting and maintenance, reinstatement of damaged grass areas, footpath maintenance, snow clearance, playground inspections, minor landscape works and miscellaneous other duties.

Layout of Specification

The Specification covers cyclical grounds maintenance operations which are included in the Bill of Quantities and the Schedule of Rate pricing schedules.

Where appropriate, indicative frequencies of operation have been included which should be used within the Bill of Quantity pricing schedules as a basis for establishing annual sums.

It should be emphasised that service quality standards will be governed by the relative Key Performance Indicators (KPI's). The KPI's are based against the requirements of the specification and not by the stated indicative frequencies of operation.

Payments of work undertaken by the Service Provider will be based upon the rate per unit measurement included in the Bill of Quantities pricing schedules.

Service Performance Contract Manager

While payment for all works will be based on the Bills of Quantity pricing schedules and schedule of rate costs, the Service Provider will be jointly responsible with The P.M. for maintaining predefined performance standards.

Where the Service Provider believes that it is not possible to maintain the required standard without undertaking additional work over and above the scheduled operations it is the Service Provider's responsibility to identify the additional schedule of rates work(s) that are necessary and advise The P.M. accordingly on a form provided by The P.M. and proof may be required that the scheduled operations have been undertaken in the most effective way before additional work is authorised.

The Service Provider will be liable for the cost of any rectification works if it is shown that they have either failed to undertake the scheduled operations in the most effective manner or if they have failed to identify the need for additional work and advise The P.M. accordingly.

Frequency of Operations

The Parish Council reserves the right to vary or substitute the frequency of operations specified within the Bills of Quantities with payments being adjusted in line with the unit rates quoted.

References to the frequency of operation within this Specification are given as a guide only.

The Specification refers to additional work not currently required as part of the "Planned Work" operations. The P.M. reserves the right to include these operations within the

Planned Work at any time during the Contract and where appropriate, payment being made in accordance with the rates quoted in the Schedule of Rates.

The Service Provider shall comply with any specific reference contained within the Specification concerning operations that shall take place on particular days of the week or times of day. Where no reference is made to specific times of operations within the Specification, the Service Provider shall ensure that operations are undertaken in the most effective manner and in a way most likely to achieve the performance standards.

Quality Management

The Council believes in a total quality approach to its Grounds Maintenance operations. The Service Provider shall demonstrate at all times during the Contract Period its commitment to maintaining the standards prescribed in the Specification and measured against the relative KPI's within the quality system.

The Service Provider shall establish a Quality Policy which will include an agreed frequency of monitoring and shall implement the Whitwick Quality Audit System, to ensure that the specified levels and quality of service are maintained throughout the contract period.

Complaints

The Service Provider is required to deal directly with all complaints (and any subsequent litigation) relating to:

- i. Damage to private property.
- ii. Third party accidents or injury.
- iii. The personal behaviour of its employees.
- iv. Any activity not directly connected with the provision of a specified Service.

Any such complaints received by the Parish Council will be referred to the Service Provider with a covering letter to the complainant advising them of the Service Provider's liability.

The Service Provider shall maintain a record of all complaints received by them and shall make these available to The P.M. for inspection when requested. The record shall contain details of the complainants name and address (if given), the date and details of the alleged incident and subsequent action taken including any reply.

Working Hours

The Service Provider will only carry out work during the working day between 0730 and 1800 Monday to Friday (excluding public holidays) except where other times are specified for particular operations. The Service Provider will only carry out work between the hours of 0730 and 1300 on Saturdays. These times will constitute the normal working day. Work outside these times can only be undertaken with the prior permission of The P.M. The Service Provider shall cater within the tender price for any

overtime payments to employees that may be required in order to maintain the Contract Standard. No additional payment will be made for work completed outside the normal working day.

Continuity of Business

The Service Provider will make available to The P.M. a list of Key Points of Contact and their individual contact details, to ensure continuity of business cover over periods of holiday/absence etc throughout the duration of the contract.

Facilities and equipment for Service Provider's Employees

The Service Provider is responsible for the provision of proper shelter, sanitary arrangements, protective clothing and equipment, and first aid equipment for all operatives employed by the Service Provider on this Contract.

Employee Safety

The Service Provider and all its employees shall comply with all relevant employee safety legislation including the Health and Safety at Work Act and COSHH Regulations. The Service Provider shall also adhere to all Codes of Practice and safety procedures adopted by the Council and any amendments to them.

The Service Provider shall maintain a record of all notifiable injuries, notifiable diseases, fatalities, and dangerous or potentially dangerous incidents. The Service Provider shall notify the Health and Safety Executive of every notifiable incident. Copies of all correspondence between the Service Provider and the Health and Safety Executive shall be referred to The P.M. on every occasion.

Public Safety

The Service Provider is to ensure that public safety is not affected by its operations.

The Service Provider is liable for any accident, injury or occurrence attributable to its operation.

Contractors Conduct and Public Relations

Whilst working for Whitwick Parish Council, the Service Providers employees are representing the Council and must always act in a polite and responsible manner.

All employees of the Service Provider engaged in the provision of the service set out in this contract shall at all times observe the following code of conduct.

- Do not use any discriminatory or offensive remarks or gestures.
- Do not engage in any harassment on any grounds.
- Do not cause a nuisance to the public through excessive noise by the use of radios or other sound amplification equipment. This may be either personal radios or sound equipment mounted on the vehicles.

- Do not park on pavements in a street without the appropriate dispensation. The Service Provider will pay for repair costs to any damage caused by their vehicles or employees.

Public Relations

The Service Provider shall be polite, approachable, and helpful whilst working for the Parish Council. The Service Provider shall answer queries about grounds maintenance operations in an informative and helpful way. If the Service Provider is unable to help a member of the public with a particular enquiry, they must be referred to the Parish Manager.

If a member of the public wishes to make a complaint about the Service provider or the work in progress, the Service Provider shall refer the person(s) to the Parish Manager.

Whilst working on a Parish Council site, the Service Provider shall provide at their own cost and erect a sign bearing the following wording:

Name of the Service Provider
IN PARTNERSHIP WITH WHITWICK PARISH COUNCIL

Inclement weather

The Service Provider shall make every effort to keep to the programme of work provided by The P.M. The Service Provider is expected to have catered for inclement weather within the tender price. The P.M. may require certain operations to cease if the weather is unsuitable for those tasks, in which case the tasks shall be completed when the weather becomes suitable without extra payment.

Damage caused by the Service Provider

The Service Provider is expected to become familiar with the ground conditions and characteristics of all locations within the scope of the Contract. Any damage caused to the ground, on-site artefacts, neighbouring property or vegetation as a result of Service Provider operations shall be made good, to the satisfaction of The P.M. at the Service Provider's expense. Any damage caused to the Service Provider's plant or equipment is the sole responsibility of the Service Provider.

Vandalism, Damage and Fly Tipping

Any instances of vandalism, damage to Council premises, property or vegetation or fly tipping shall be reported to The P.M. immediately if seen by the Service Provider.

Location Plans (see Appendix A)

A separate colour coded plan or set of plans is provided for each location in this Contract. The Plans are to scale and show the areas where scheduled work is located. The Service Provider will be provided with one set of plans prior to the commencement date. The P.M. will provide a single replacement plan where the work or the layout of

any location is varied. The costs of additional copies will be the Service Providers responsibility.

The Service Provider shall notify The P.M. of any areas identified on the plans that cannot be maintained for any reason. In all instances where doubt may arise the plans shall take precedence over the Bills of Quantities for calculation of volumes.

Measurements

The Service Provider shall assume that the measurement in the Bills of Quantities covers all work of a given type within the specified location. The service provider shall maintain all areas shown on the plans in line with the appropriate job code shown in the Bills of Quantities.

The service provider's attention is drawn to the fact that the site measurements detailed in the pricing schedule bill of quantities, are only to be used as a guide and that it is the service provider's responsibility to satisfy themselves as to their accuracy.

Access and Constraints

The Service Provider shall take all reasonable care to ensure that public access to the location is maintained as absolutely necessary for public safety during the execution of the works.

Access to some locations may be restricted and the Service Provider is expected to become familiar with any such constraints. The Service Provider is responsible for the selection of the appropriate machine type for each location. No claims will be accepted as a result of inadequate access or on-site constraints.

The Service Provider shall not drive or park any vehicle on footways and shall conform to road traffic regulations at all times.

Materials

The Specification contains a glossary of materials to be used within the operations detailed in this Specification. The Service Provider shall ensure that the materials listed are used where applicable within the Specification unless prior Agreement has been reached with The P.M. in writing.

Where a specific product has been specified, an equal and approved substitute or similar product will be permitted with the prior consent of The P.M.

The P.M. reserves the right to inspect at any time any materials intended for use on this Contract by the Service Provider. Any materials that are of inferior quality or that do not meet the requirements of this Specification will be rejected by The P.M. and shall be replaced at the Service Provider's expense. Delivery notes and invoices shall be retained and made available for inspection by The P.M. if required.

Chemicals

All operatives engaged in the application of any pesticide as defined within the terms of the Food and Environment Protection Act 1985 and the Control of Pesticides Regulations 1986 shall be over 18 years old and shall hold a certificate from a training establishment that is an approved assessment centre under the terms of the Act.

Before the commencement date the Service Provider shall provide The P.M. with proof that the operatives to be engaged upon such work are suitably qualified. Unqualified staff may not apply pesticides under any circumstances.

The Service Provider shall provide the operatives with all protective clothing suitable for the chemical being used. The Service Provider shall give the operatives access to any necessary washing and cleaning facilities. The Service Provider shall ensure that all operatives while engaged in application of chemicals wear such protective clothing as is required and that they observe all safety precautions.

The Service Provider's chemical store shall comply with the terms of the Food and Environment Protection Act 1985 and the storekeeper shall hold a certificate from a recognised training centre approved under the Food and Environment Protection Act 1985. Details of the registration of the store and the storekeeper shall be provided to The P.M. before the commencement date and any changes during the contract period shall be notified to The P.M. immediately they occur. The Service Provider shall allow for random inspections of the chemical store by The P.M.

The Service Provider shall ensure that all waste containers and chemicals are correctly disposed of in compliance with the appropriate regulations. Before the Commencement Date the Service Provider shall inform The P.M. of the arrangements made for such disposal. The Service Provider will also inform The P.M. of any changes to these arrangements immediately they occur.

All machinery used in the application of chemicals shall be correctly maintained throughout the Contract Period to ensure correct application takes place and that no leakage occurs.

When using chemicals, the Service Provider shall ensure that no damage or injury is caused to any animal, machine, item or non-target plant. Any such damage will be the responsibility of the Service Provider. The Service Provider is responsible for any claims for compensation arising from its acts or omissions.

The Service Provider and all its operatives shall be fully conversant with all Codes of Practice relating to the use of chemicals.

The timing of works shall be such that no spraying takes place during inclement weather, (as defined in the Food and Environment Protection Act 1985), or when rainfall is expected in a period that is less than the period of dry weather specified by the manufacturer for the chemical being used.

In carrying out the application of chemicals the Service Provider shall ensure that no area is overdosed and that dosages accord with the manufacturer's recommendations or the instructions of The P.M. The Service Provider shall ensure that the total area specified is treated.

Any spread of chemicals outside the target area, pollution or contamination is the responsibility of the Service Provider. The Service Provider will be held to be responsible for any claims for compensation arising from its acts or omissions.

No operation listed in the Bills of Quantities shall be substituted or assisted by using any chemical without the prior consent of The P.M. unless the use of a chemical is specified.

Before applying chemicals the Service Provider shall notify The P.M. of working plans giving 2 working days' notice.

A copy of the spraying records shall be made available to The P.M. at all times, and a record shall be submitted upon completion of any given months spraying tasks.

If The P.M. reasonably believes that an application has not been effective or is not likely to be effective then the Service Provider will be required to make a further application at its own expense.

Pest, Disease, Weed Infestation and Physiological Disorders

The Service Provider and its employees shall be able to recognise signs of physiological disorders, disease, pests, weed, lichen and moss invasion. Any failure to deal with or advise The P.M. of such disorders that results in additional expense will result in a sum equivalent to the Parish Council's total losses being deducted from monies payable to the Service Provider.

Disposal and Recycling of Arisings

Arisings (including litter and debris) generated or collected by the Service Provider shall not be allowed to stand overnight at any site not approved by The P.M.

Arisings, litter, and debris shall be removed to an approved site and stored in an approved manner at the end of each working day. Any charges relating to the disposal of arisings are the responsibility of the Service Provider.

The Service Provider is required to compost, recycle, or reuse all organic arisings and waste that can reasonably be separated from inorganic arisings. The Service Provider shall set out in the Forms for Completion its proposals for achieving this.

Topsoil

Topsoil for use in this Contract shall comply with BS 3882 (unless otherwise specified) and shall be classified as medium/slightly stony. When placed it shall be free of stones more than 25mm in any diameter and all traces of perennial weed material.

Written Reports

Whenever a written report from the Service Provider is specified the relevant report form shall be drafted by the Service Provider for the prior approval of The P.M.

Storage of Equipment and Materials

All plant, machinery, equipment, and materials shall be removed by the Service Provider from site at the end of each working day unless otherwise permitted by The P.M.

2.2 HEALTH AND SAFETY

Public User, Health and Safety

The Service Provider must also ensure that its operatives are trained to a standard whereby the Parish Council is satisfied with the operation being carried out at the appropriate skill level and the finished product for the task.

It is the overall objective of the Parish Council to maintain facilities on amenity areas and other horticultural features to the agreed standard.

It should be recognized that horticultural maintenance is a means to an end and not an end to itself.

The Parish Council's all-embracing objective is to create opportunities in every possible way for people to engage with leisure opportunities, increasing the quality of life and environmental awareness.

The Service Provider, through his contractual obligations, should be guided by this basic philosophy as defined above and ensure that this is reflected in the standard of his finished work.

Tools, Equipment and Transport

All tools, equipment and transport types to be used in the execution of this contract must be approved by the Authorized Officer prior to first time use and must at all times comply with Health and Safety standards. Tools, equipment and transport must be kept in a serviceable condition throughout the life of the contract and always be made available for inspection if required by the Authorised Officer.

Health and Safety at Work Risk Assessment

The Service Provider must comply with Regulation 5 of the Management of Health and Safety at Work Regulations (MHSWR) 1999 which requires employers to put in place arrangements to control health and safety risks.

Organizations should have, as a minimum, the processes and procedures required to meet their legal requirements;

- A written health and safety policy (if they employ five or more people);
- Assessments of the risks to employees, customers, partners and any other people who could be affected by their activities; and record those findings in writing (if they employ five or more persons);
- Display the Health and Safety Law poster; or provide workers with the associated leaflet;

- Arrangements for the effective planning, organization, control, monitoring and review of preventative and protective measures that come from the assessment of risks;
- Access to competent health and safety advice; and consultation with employees about their risks at work and current preventive and protective measures.

2.3 ENVIRONMENTAL POLICY STATEMENT

The management of Whitwick Parish Council recognises that the day-to-day operations can impact both directly and indirectly on the environment. It aims to protect and improve the environment through good management and by adopting best practice wherever possible. We will work to integrate environmental considerations into our business decisions and adopt greener alternatives wherever possible, throughout our operations. The Service Provider will be expected to work with the Parish Council to achieve its environmental objectives.

In order to discharge its responsibilities the management will:

- bring this Environmental Policy Statement to the attention of all stakeholders.
- carry out regular audits of the environmental management system.
- comply fully with all relevant legal requirements, codes of practice and regulations at International, National and Local levels.
- eliminate risks to the environment, where possible, through selection and design of materials, buildings, facilities, equipment, and processes
- ensure that emergency procedures are in place at all locations for dealing with environmental issues.
- establish targets to measure the continuous improvement in our environmental performance.
- identify and manage environmental risks and hazards.
- improve the environmental efficiency of our transport and travel.
- involve customers, partners, clients, suppliers, and subcontractors in the implementation of our objectives.
- minimise waste and increase recycling within the framework of our waste management procedures.
- only engage contractors who are able to demonstrate due regard to environmental matters.
- prevent pollution to land, air and water.
- promote environmentally responsible purchasing.
- provide adequate resources to control environmental risks arising from our work activities.
- provide suitable training to enable employees to deal with their specific areas of environmental control.

- reduce the use of water, energy and any other natural resources.
- source materials from sustainable supply, when practicable

This Environmental Policy will be reviewed at least annually and revised as necessary to reflect changes to the business activities and any changes to legislation. Any changes to the Policy will be brought to the attention of all stakeholders.

2.4 SITE CLEANSING INCLUDING LEAF CLEARANCE

General Requirements – Planned Work

- a) For the purposes of this specification, the areas to be cleansed shall include, but not be limited to, all hard and soft landscaped areas including roads, paths, entrances, car parks and other paved areas; play areas including all safety surfaced areas, paths, grass, shrub, rose and other planted beds; hedge and fence-lines, ponds and other water features; ditches; and buildings and pavilion.
- b) For the purposes of this specification the term Litter shall include the removal of all litter, debris, deleterious detritus, dust, plant debris including leaf litter, human and animal excrement, animal carcasses, syringes, cans, cartons, paper, boxes, glass including broken glass, timber, metal, stones, or other matter whatsoever; isolated growths of grass and weeds in footpaths and in paved areas collected by litter picking and/or sweeping whichever is appropriate to the Location.
- c) For the purposes of this Specification, the term Cleansing shall include the collection of the materials identified in Paragraph 2.a) above, from the areas specified in Paragraph 2.1 in all the Locations. All the arisings from the above operations shall be collected and removed by the Service Provider to an authorised and agreed disposal site.
- d) Broken glass shall be collected and removed immediately from grassed areas and hard surfaces and children's play areas. Fly tipped rubbish up to 7 cubic metres and debris shall be considered as litter and removed from site immediately.
- e) The Cleansing of the Locations shall be carried out to the standards specified in the Code of Practice on Litter and Refuse. The standards and response times contained in the Code of Practice shall be the minimum acceptable to the Council.
- f) The Cleansing Services shall include the complete removal of all litter, debris and detritus lodged in shrub, rose and flower beds, hedges, along fence lines and walls forming the boundaries of the Locations. All litter, debris and detritus lying in and amongst the various planted areas shall be removed and disposed of. The Service Provider shall take care to ensure that no damage is caused to the planted areas or surrounding areas. All grass areas shall be litter picked before any mowing operation commences with the exception of rural highways verges.

Unless otherwise stated in the pricing schedules, the minimum frequency of site cleansing operations as described above, will be weekly.

All footpaths shall be swept bi-monthly.

Day work

The Service Provider shall immediately inform The P.M. of the presence of any large items of refuse that cannot reasonably be lifted and cleared in a single operation by one individual, be removed by hand. The P.M. may then instruct the Service Provider to carry out such works as are required.

Payment shall be calculated at the tendered rate for waste disposal for the type of waste and hourly rate for labour/plant.

Recyclable Litter

- a) The Service Provider shall ensure that its operatives segregate recyclable material from non-recyclable litter by placing such recyclables into specially coloured recycling sacks to be supplied by the Service Provider. The recycling sacks shall be sent by the Service Provider to a suitable recycling centre for processing.
- b) The Service Provider shall collect all leaf litter and leaf fall and plant debris and remove to an agreed site for composting. The compost arising from this leaf litter shall be wherever possible returned to shrub beds for the purposes of mulching as agreed by The P.M.
- c) The Service Provider shall inform the Parish Council of the amount of material recycled on a monthly basis from the weighing receipts. The Service Provider is required to take every reasonable step to increase year on year the amount of recyclable material reclaimed.

Leaf Collection and Disposal General Specifications

General

The Service Provider shall ensure that this operation is carried out only when weather and soil conditions are suitable. The Service Provider will be liable for the repair of any areas damaged as a result of working in inappropriate conditions.

Heaps of leaves shall be cleared as they are collected each day and not left on site. Under no circumstances shall leaves be burnt.

The Bills of Quantities show differing operations depending on the nature of the site. These shall be regarded as a guide only and the Service Provider is responsible for selecting the appropriate machinery and method in all circumstances. Collection shall either be by hand or approved mechanical method, all arisings shall be disposed of in an approved manner.

Planned Work

On all sites indicated on the Bills of Quantities the Service Provider shall price for the collection of leaves as indicated in the Bills of Quantities. Visits shall be spread evenly throughout the leaf fall period or at a time when the operation is likely to achieve the most effective results.

The leaf clearance of the areas indicated on the Bills of Quantities includes any shrub, rose and herbaceous beds. Leaf clearance of such areas shall be done by hand. Following the last scheduled clearance of the winter (usually January) there shall be no accumulations of leaves remaining in the specified Location.

Schedule of Rates Work

The Service Provider may be required by The P.M. to clear areas not identified in the Bills of Quantities. Such work will be paid as extra at the price quoted in the Schedule of Rates.

Emptying Litter Bins

- a) Litter bins shall be available for use throughout every day of the week on open spaces. The Service Provider shall empty the bins to ensure that there is sufficient space in the bin for members of the public to be able to deposit their waste without litter falling onto the ground surrounding the bin. Bins shall be available for use within Whitwick Park from 8.00 am till closing time throughout the year excluding Christmas Day.
- b) The emptying of litter bins shall include the removal of the contents of all bins of whatever type and the picking up and removal of any litter that is lying in the immediate vicinity of the bin (within 3 metres). The Service Provider shall then immediately supply and fit a new plastic bin liner of an approved type. The liner shall be fitted over the insert but inside any decorative outer casing of the bin. The Service Provider shall note that with some designs of litter bins, bin liners are locked in place.
- c) The Service Provider shall advise The P.M. in writing within one working day of the absence of any metal insert or any other vandalism or damage that has been caused to the bin.

Additional Bins

The Service Provider shall allow in its tender sum a cost for replacing or providing and installing 10 new bins per annum of a similar design to the existing bin. Any additional bins shall be provided by the Authorising Officer and installed by the Service Provider at no additional cost. The emptying and disposal of the litter from these bins and the bins subsequent and maintenance shall be carried out by the Service Provider at its own cost. The Service Provider shall be responsible for repairing any damaged bins and for any replacement parts including bin liners; any damaged bins beyond repair shall be reported to the Authorised Officer. The Service Provider shall make arrangements to replace and install these bins from the stock it holds at no additional cost to the Council.

Washing of Bins

All bins shall be washed by the Service Provider on a fortnightly basis and the Service Provider shall supply and apply a deodorising chemical to the washed bins.

2.5 WEED CONTROL

General

Weed control shall be required for infestations of injurious weeds as follows:

- (i) Broad leafed dock.
 - (ii) Curled dock.
 - (iii) Common ragwort.
 - (iv) Creeping thistle.
 - (v) Spear thistle.
 - (vi) Himalayan Balsam.
 - (vii) Giant hogweed.
 - (viii) Japanese knotweed.
- Other species which may be a nuisance locally

Weed killing shall achieve total die-back of weeds and in the case of total weed control shall not allow any significant re-growth (less than 5%) within 6 months of application. In the case of selective weed control there shall be not more than 5% re-growth during the season.

Total Weed Control

On hard standings, gravelled or paved areas and around street furniture, contact, translocated and Residual herbicides approved for total weed control shall be applied in accordance with the manufacturer's instructions, at the locations and frequency stated.

For site preparation, on topsoil heaps and in planted beds, a translocated, non-Residual herbicide approved for total weed control shall be applied in accordance with the manufacturer's instructions, at the locations and frequency stated in works schedule.

In open ditches, lagoons, watercourses and filter drains a contact or translocated herbicide approved for use in or near water shall be applied in accordance with the manufacturer's instructions, at the locations and frequency stated in works schedule.

Selective Weed Control in Grass

At the locations and frequency stated or as instructed by The P.M., weeds in verges, planted areas and other grassed areas shall be controlled using a selective translocated herbicide. The herbicide shall be applied during a period of active growth in accordance with the manufacturer's instructions.

The Service Provider shall allow in the Schedule of Rate tendered prices, the application of selective herbicide once per annum on all grass areas.

Weed Control by Spot Application of Herbicide

Where described in works schedule, weed control shall be carried out to control the target species listed, using spot treatment with a translocated herbicide, i.e. applied with a device that ensures that the herbicide touches weed species only. The herbicide shall be applied during the stated seasons and frequencies.

Weed Control by Pulling/Hand Weeding

Hand weeding shall be carried out at the locations and frequency stated in the works schedule. Hand weeding shall consist of the removal of the entire weed, including roots, by digging, forking, hoeing or pulling. Weeds shall be removed prior to flowering and the arisings removed.

Weed Control by Cutting

Weeds shall be cut at the locations and frequency stated in the works schedule. The weeds shall be cut prior to flowering to a height of between 50 and 75 mm or as otherwise stated.

Arisings from Weed Control Operations

All arisings from weed control operations shall be removed from Site. Injurious weed arisings shall be destroyed.

Damage to grass, shrubs or non-target species.

The Service Provider shall make good any damage caused by chemicals and may be required to remove and replace all contaminated material at their own expense. Grass areas shall be reinstated in accordance with the specification for turfing/seeding. Shrubs and planting shall be reinstated in accordance with the specification for planting.

2.6 GRASS CUTTING

Timing of Operations

Prior to grass cutting operations all litter and debris must be removed from the grass cutting area.

At the time of grass cutting all grass cuttings deposited on paths or other hard surface areas which constitute a hazard shall be brushed off the surface and evenly distributed over the grassed areas.

Grass cutting operations shall only take place between the hours of 0730 and 1800 Monday to Friday and 0730 and 1300 on Saturdays i.e. during the normal Working day unless with the prior agreement of The P.M.

Grass cutting operations at Parsonwood Hill site ref: WPC025, must be completed by 1000 Monday to Friday.

The first cut to be completed by the fourth week in March. Cutting shall continue to mid-November unless otherwise directed by the P. M.

Amenity Grass Cutting

Standard Cut

The grass shall be cut with a cylinder or rotary mower unit. The cutting height shall be between 20mm and 30mm, at no time shall the grass length exceed 75mm. Arisings shall remain on site and evenly dispersed over the grass area.

The indicative number of cuts shall be 14 per annum.

Rough Cut

The grass shall be cut with a cylinder or rotary mowing unit. The cutting height shall be between 60mm to 80mm, at no time shall the grass length exceed 100mm. Arisings shall remain on site and evenly dispersed over the grass area.

The indicative number of cuts shall be 6 per annum.

Prestige Ornamental Lawns

The machine shall be a pedestrian or ride-on cylinder mower with grass collection box with each cylinder having at least six or more blades. The cutting height shall be between 10mm and 20mm and at no time shall the grass length exceed 35mm during the grass cutting season. All arisings shall be removed from site. Indicative frequency of cuts shall be 28 per annum.

Open Spaces

The grass shall be cut with a tractor mounted or trailed cylinder gang mowers. Arisings are to remain on site and evenly dispersed.

The cutting height shall be between 25mm to 50mm. The indicative frequency of cut shall be 17 per annum.

Grass Edging

All edges around horticultural beds shall be trimmed using long handled shears in conjunction with each grass cutting operation and arisings removed.

All grass edges shall be redefined on one occasion between November and February.

All edges abutting paths shall be strimmed in conjunction with each grass cutting operation and arisings removed.

All grass areas shall be maintained weed free through the application of an approved bio-degradable herbicide as agreed with the Parish Council.

2.7 ROSE BEDS, SHRUB AND BORDER MAINTENANCE

Weed Control

Every year the Service Provider shall apply a mulch of approved organic material, to the surface of the beds to a depth of 50mm over the whole surface of the bed.

The Service Provider shall remove all traces of weed growth, litter, broken or damaged branches and other debris on the first and each subsequent routine site visit as per the Bills of Quantities. Annual weeds shall be hand weeded or hoed out at each such visit. Any perennial weeds shall either be removed completely or spot-treated with a translocated herbicide using a weed wipe or similar device approved by The P.M. Care shall be taken to ensure that no herbicide touches the shrubs. Shrub beds may be treated with an approved Residual herbicide in early spring in order to minimise weeding work throughout the summer.

Pruning

All blades shall be clean, sharp and properly set. All cuts shall be clean and to an angle that sheds water.

All pruning shall be carried out in accordance with good horticultural practice.

Vision Splays

Shrub beds, hedges and planted areas shall be kept from being a hazard to passing vehicles and pedestrians. Where vehicle sight lines conflict with shrub beds, the Service Provider will prune shrubs accordingly. It is the Service Providers responsibility to recognise these and carry out the necessary pruning when required.

Trees in Shrub Beds

All staked or semi-mature trees within shrub beds shall be inspected as a matter of routine at each maintenance visit. The Service Provider shall allow for the replacement of any damaged tree ties, and the removal of any broken or damaged branches. Any ties or stakes found to be damaging the tree shall be removed or adjusted immediately.

Litter Clearance

All planted areas shall be cleared of litter in accordance with the specification for litter clearance prior to each operation. Litter shall be separated from green waste to allow for prunings, weeds and other arisings to be composted.

The Service Provider shall ensure that all arisings resulting from any operation are removed from site at each visit and disposed of in an approved manner.

Mulch

In November of each year the Service Provider shall top up the mulch on all exposed or visible areas of ground within the area constituting the shrub bed to a depth of 75mm. All additional material shall be approved by The P.M. (woodchip produced as a result of tree works will be acceptable in most circumstances). This operation shall follow the clearance of all weed, litter and other debris from the bed and site. Mulch will not be required where mature shrubbery has achieved full ground cover.

The Service Provider shall ensure that the mulch layer (ground bark or other organic material) is not allowed to spread outside the confines of the bed. Any mulch lying on adjacent areas shall be swept up and placed back on the bed. The mulch level shall be maintained at an even depth throughout the bed. This operation shall follow the clearance of all weed, litter and other debris from the bed and site.

Edges of all beds shall be maintained in accordance with section (grass maintenance).

Rose Bed Maintenance

The Service Provider shall prune all roses in March or April and November. All operations shall be carried out in line with good horticultural practice. Pruning shall be done using clean, sharp secateurs in order to achieve cuts 5-7mm above the bud. All suckers, dead, diseased, dying, crossing branches and those growing towards the centre of the plant shall be removed.

The following practices applying to specific rose types shall be adhered to and the Service Provider's staff are expected to be able to distinguish between the different types;-

(a) Hybrid Tea Roses during November to December shoots shall be pruned back to remove one third of previous season's growth. In March the strongest shoots shall be pruned to within 4 buds from the base of the previous year's growth.

(b) Floribunda Roses require less severe pruning than Hybrid Teas (especially on vigorous varieties). During November to December shoots shall be pruned back to remove one third of previous season's growth. In March the strongest shoots shall be pruned to within 6-7 buds from the base of the previous year's growth.

(c) Climbers Prune lateral branches growing from the main framework back to two or three buds. Old or exhausted main branches shall be removed and new main branches developed.

(d) Ramblers Prune after flowering in late September or October. The long stems on which the flowers have been borne shall be cut back to ground level with the developing new growth tied in to take their place. A proportion of old growth shall be retained if there is not enough of the new growth to provide adequate cover the following year.

(e) Landscape and Ground Cover Roses Are listed in the Bills of Quantities as shrub beds and will require maintaining as such.

Due to the enormous variety of roses and variability of their growth it is stressed that these are only general guidelines. The Service Provider shall use discretion and apply sound horticultural techniques at all times.

Fertilise

Following the spring pruning the Service Provider shall apply a dressing of approved organic fertiliser to the rose beds at the manufacturer's recommended rate for rose

beds. The Service Provider shall ensure that beds are weed free before applying fertiliser. A second application of organic fertiliser shall be applied in mid-July.

Composting of Rose Beds

Every year the Service Provider shall apply a mulch of approved organic material, to the surface of the beds to a depth of 50mm over the whole surface of the bed.

Deadhead, Litterpick, Weed Removal

All weed growth shall be hoed off and removed by hand in a manner that minimises disturbance of the bed surface. All old flower heads that have passed their peak and old hips shall be cleanly removed to the first leaf axil. Rootstock suckers shall be cleanly removed together with any dead, dying or diseased branches or plants. Incidents of vandalism shall be reported to the P. M. immediately. All arisings, litter and debris shall be removed at each routine visit. The frequency for this work is monthly between April and October.

Spray Fungicide/Insecticide

The Service Provider shall apply a combined fungicide/pesticide spray, in accordance with the manufacturer's instructions on two occasions during the summer.

Shrub Beds and Borders Maintenance

This Specification includes beds planted with *Rosa rugosa* and similar shrub roses. The shrub bed is deemed to include the first 2.5m of any climbing or wall trained shrub.

Low Ground Cover Shrub Beds

Low ground cover beds are defined as beds primarily containing either non woody, spreading or rhizomorphic species achieving less than 600mm growth when mature. These beds require no pruning other than that required to remove a hazard or obstruction to the passage of vehicles or pedestrians.

Semi-Natural Shrub Bed Maintenance

The Council maintains a number of shrub beds in parks and recreation grounds for the purpose of providing visual screens, or wildlife habitats. These beds will contain predominantly low maintenance and native plant species. No pruning will be required other than to remove dead, diseased or damaged vegetation and to prevent obstruction.

Prune Ornamental Shrubs

All shrubs shall be pruned in a manner and at a time suited to the species concerned in order to maintain health, vigour and good shape. All Shrubs shall be pruned in accordance with the pruning procedures set out in 2.7.

Pruning shall be undertaken with a view to achieving the following;

- (i) To build a strong framework

- (ii) To keep shrubs healthy and vigorous.
- (iii) To maintain the shape and balance of individual plants and the bed.
- (iv) To ensure the maximum amount of flowering wood is produced.
- (v) To minimise nuisance or danger.

As a guide one or more of the following five techniques will be employed:

- (a) No pruning is required other than light shaping and removal of dead, diseased wood. Shaping shall be carried out in late Spring, remaining pruning carried out when required.
- (b) Remove all wood which has borne flowers, retaining the young wood to ripen and produce flowers the following year. Pruning shall be carried out immediately after flowering.
- (c) Remove completely one or two old stems, cut back younger flowering shoots to fresh growth of the main branches. Thin out crowded shoots and remove weak twigs. Pruning shall be carried out between November and March.
- (d) Every two or three years, in February or March, cut back previous season's wood to within two or three buds of the old wood.
- (e) Dead head after flowering.

Litter Pick / Weed Removal

All weed growth shall be hoed off and removed by hand in a manner that minimises disturbance of the bed surface. All litter and debris shall be removed at each routine visit. The frequency for this work is monthly between April and October.

Shrub Planting

General

All work specified in this section shall be carried out in accordance with BS 4428, "General Landscape Operations", sections seven and eight.

For the purposes of this Specification the term Shrub includes all woody perennial material, including roses but excluding herbaceous plants, dealt with separately at the end of the chapter, and trees.

Shrub Planting

Shrubs are to be supplied in accordance with the schedule from The P.M. and in a healthy condition. If any substitutes are needed, or the quantity or size of plant cannot be supplied, the Service Provider shall inform The P.M. before the order is made and gain approval for any changes. Any plant material which is not supplied healthy and in accordance with the specification shall be replaced at the Service Providers expense.

Storage: Shrubs shall not be exposed to drying winds or sun and protected from frost prior to planting. Shrubs shall be planted within 10 working days of delivery. If shrubs cannot be planted immediately after delivery they shall be heeled in firmly, packing soil well around the roots in a location agreed with The P.M.

The Service Provider shall ensure that no damage occurs to the shrubs on heeling in and until the time of planting and shall take all precautions to protect shrubs from frost and drying out.

It will be the Service Provider's responsibility to undertake all underground service checks and any damage or injury caused during excavation works shall be the Service Provider's sole responsibility.

Planting shall be carried out in accordance with plans and instructions supplied by The P.M.

Planting shall take place during favourable weather conditions in the dormant season, unless the stock is container grown, which shall generally be from the 1st November to 31st March. Planting shall not take place during periods of frosty weather, cold or strong winds or when the ground is waterlogged.

Plants shall be carefully planted in the position and densities shown on the planting plan provided. When setting out plants precautions shall be taken to prevent roots from drying out.

The Service Provider shall ensure that all containerised plant material is adequately watered before planting.

Any dead or damaged growth or roots shall be carefully pruned beforehand using suitably sharpened tools. Pot bound plants shall not be accepted.

Planting holes shall be excavated 150mm wider and deeper than the root spread. Planting holes shall not be left open overnight. Each shrub shall be placed in the centre of the prepared hole. The shrub shall be placed with any best side to the front of the bed in an upright position. With the roots carefully spread out. Finely broken soil shall be placed around the roots. A mixture of two parts topsoil to one part peat free planting compost is to be used for planting. As the soil is returned it shall be lightly consolidated with care being taken not to damage the roots. Plants shall be planted at the same depth as they were grown at in the Nursery.

Once the shrub bed has been planted up the Service Provider shall remove all labels, string, pots, hessian or other wrapping materials from site to an approved tip.

When planting is completed the Service Provider shall lightly fork over the surface of the bed to level it, remove footprints and relieve any surface compaction.

The Service Provider shall water in newly planted stock as required allowing up to ten litres per shrub.

All newly planted shrub beds shall be mulched immediately after planting with a 75mm deep layer of organic mulch.

Maintenance Period: The Service Provider shall maintain all shrubs for 2 years after preparation and planting work has been completed (Practical Completion) unless otherwise specified.

The Service Provider shall make arrangements for all planting to be inspected in the presence of The P.M. on Practical Completion. The one year maintenance period will not commence until The P.M. has inspected the planting and is satisfied that all planting has been completed in accordance with the Specification and that all plants are in good health.

The Service Provider shall carry out at least 12 maintenance visits to newly planted areas at approximately monthly intervals during the year's maintenance. At each visit all weeds shall be removed. Frost lift shall be firmed. Any litter shall be removed from site at each maintenance visit to an approved tip. The Service Provider shall ensure that, where it is specified, a 50mm depth of mulch material is retained at all times. A completion certificate is to be produced by the Service.

At every scheduled visit the Service Provider shall inspect the planting and advise The P.M. in writing of any losses resulting from theft or vandalism within 1 week.

The Service Provider shall ensure that the shrubs are watered to ensure that there are no losses through drought. If such losses occur the Service Provider shall at their own expense supply and replant with plant material of the same species and quality to The P.M.'s satisfaction.

The Service Provider shall remove and replace any plants that die or fail to establish satisfactorily during the maintenance period. All such plants shall be replanted in accordance with this Specification and at the appropriate time of year. The establishment maintenance period shall be extended to cover replacement planting from the date that replacements are completed.

The P.M. and the Service Provider will jointly inspect all planting in the last month before the end of the years maintenance period. Where necessary a final replanting programme will be agreed. The P.M. will bear the costs of any losses resulting from vandalism or theft where such incidents have previously been reported. The Service Provider will bear the costs of any other replacements (including damage or deterioration caused by improper maintenance) that are necessary. The Service Provider will remain responsible for all planting until any final replanting programme has been completed to the satisfaction of The P.M.

Herbaceous Borders

This paragraph applies to planting which predominantly consists of herbaceous material. All paragraphs for shrub planting apply for herbaceous plants except that a 50mm layer of mulch is not required and herbicides are not to be used as a means of weed control during the one year maintenance period. The Service Provider shall keep the bed weed free by manual means.

Autumn Cutback

Between October and November the Service Provider shall cut back, in accordance with good horticultural practice, all plants to the previous year's growth and remove all litter and debris from the bed. All arisings from these operations shall be removed from site and disposed of in an approved manner at each maintenance visit.

Fork Over

Following cutting back any bare areas of earth shall be lightly forked over to a depth of no more than 100mm and the bed then dressed with approved organic fertiliser.

Fertilise

In the spring the Service Provider shall apply a balanced organic granular fertiliser to the bed and applied at the manufacturers recommended rate.

Deadhead, Hoe and Weed

Throughout the growing season the beds shall be hoed and weeded at every scheduled visit. Dead flower heads (excluding those species planted especially for their decorative seed heads) broken or damaged stems and all litter and debris shall be removed at each visit and disposed of in an approved manner. The indicative frequency for this work is 6 occasions per annum.

Stake and Tie

At each scheduled visit the Service Provider shall stake and support such plants as require staking in order to preserve the plant and present it to its best effect. All staking shall follow good horticultural practice.

Upon completion surrounding grass area shall be cleared of all arisings removed from site. The edge of beds shall be earthed up and the soil levelled across the centre of the bed.

Paths and other hard surface areas shall be free from arisings.

2.8 HEDGE MAINTENANCE

Hedge trimming operations shall only take place between the hours of 0730 and 1800 Monday to Friday and 0730 and 1300 on Saturdays i.e. during the normal Working day unless with the prior agreement of The P.M..

Trimming of hedges shall only be carried out using secateurs, hand shears or powered trimmers and where stated with the use of tractor powered flail mowing.

Hedges shall be trimmed once per annum avoiding the months of April, May and June to protect wildlife.

Hedges shall be trimmed neatly across their entire faces, ends and tops to achieve a clean appearance.

On completion of trimming operations all rubbish and weed growth shall be cut back, raked out and removed from the base of hedges.

All arisings from hedge trimming and base clearing operations shall be removed from site.

2.9 PLANTING AND MAINTENANCE OF SEASONAL BEDDING

Planting General

Procurement

Upon the request of The P.M. the Service Provider shall prepare, plant and maintain seasonal bedding. All planting stock will be provided by the Service Provider.

Timing of Operations

The start and finish of the planting period will be determined by following good horticultural practice. No bed shall be stripped of the previous display more than 7 working days before planting unless previously agreed with The P.M.

All planting shall be completed within 15 working days of commencement. The Service Provider shall remove all plants from the nursery during this period. Following collection from the nursery plants shall be planted within 10 working days.

Clearance and Preparation of Beds

Grass areas surrounding the flower beds shall be adequately protected to prevent damage during preparation and planting. Any damage to the grass or the bed edges shall be reinstated to the original standard at the Service Provider's expense.

Pre-treatment with Herbicide.

Planted areas shall be treated with a non-Residual total herbicide a minimum of two weeks prior to cultivation.

Removal of Previous Planting

All previous planting, stumps, roots and other material shall be removed unless otherwise directed by The P.M.

Cultivation

The beds shall be cultivated to a minimum depth of 300mm burying all annual weeds and ensuring that any perennial weeds are carefully removed.

Immediately following cultivation the beds shall be raked to a fine, level tilth removing any stones or debris greater than 25mm in any dimension. The beds shall then be firmed by treading to prevent uneven settlement and then re-raked to an even level. The Service Provider shall ensure that the edges are evenly chamfered to an angle of 45 degrees and that soil at the edges is evenly 50mm below surrounding turf level.

On completion of the surface preparation the edges of the beds shall be cut back to within 10mm of the turf edge in a neat and tidy manner while maintaining the original size and shape of the bed. The preparation of any individual bed shall be completed within 48 hours of commencement.

Soil Improvers

A dressing of an approved balanced organic fertiliser shall be applied to the surface and incorporated by cultivation into the bed in accordance with the manufacturer's recommendations.

A 75mm layer of approved organic material shall be incorporated into the topsoil by cultivation. Such material shall be free of any perennial weed. Perennial weed problems arising from poor quality manure will be the responsibility of the Service Provider and shall be dealt with at the Service Providers expense.

An approved water retaining polymer shall be incorporated into the bed in accordance with the manufacturer's recommendations.

Handling & Transport of Stock

Plant material in the care of the Service Provider shall be properly maintained in a manner that ensures there is no loss of quality prior to planting.

Preparation of Stock

All containerised plants shall be watered immediately prior to planting.

All weeds shall be removed prior to planting.

Irrigation

All plants shall be adequately watered before planting and the bed shall be and watered sufficiently to moisten the soil to below root depth.

The Service Provider will be required to water as necessary all beds to enable them to maintain their full flowering potential throughout the season. Watering shall be in a manner and at a time that does not cause damage to the soil or plants. On each watering visit, water shall be applied in a volume that ensures the soil is moistened to a depth of 250mm. All watering operations shall be carried out in line with good horticultural practice. The Service Provider shall advise The P.M. of the need to water more frequently than the operations specified in the Bills of Quantities.

There are no onsite watering points at the Parish Council sites and the Service Provider shall allow for the transportation of water to such sites.

Finishing of Beds

On completion of planting the surrounding area shall be raked and swept and left in a tidy condition, all arisings being removed from site. In grassed areas the Service Provider shall keep the edge of the shrub bed 50mm below the level of all surrounding surfaces unless bed design requires otherwise.

Mulching

The service provider shall supply and spread a layer of mulch (well composted wood chip) to a depth of 75mm when consolidated.

Pest and Diseases

The Service Provider is responsible for the early identification and treatment of pest and disease problems and shall provide the necessary chemical control measures.

Guarantees and Replacement of Stock

The Service Provider shall replace any annual plants that fail, or become damaged in any way. All other plants shall be guaranteed for a period of two years after planting and replaced in the appropriate season as required (early autumn and early spring). Additional payment will only be made in the case of substantial vandalism or pest, disease and disorder notified to The P.M. within the appropriate time.

Planting and Maintenance – Summer Bedding

Removal of Old Bedding

On a date in line with good horticultural practice all spring bedding material shall be removed from the beds. This includes any inter-planted bulbs which shall be lifted without damage as The P.M. may require the bulbs to be returned to a nominated depot. Transport of bulbs is at the Service Providers expense. Any plant material not required by The P.M. shall be removed from site and disposed of in an approved manner.

The bed shall be planted accordance with plans and at densities in line with good horticultural practice. As a guide, annual edging plant spacing will be in the range 100mm to 120mm centres and infill plants will be planted at 140mm to 160mm centres. Plants of the same species shall be evenly spaced. Herbaceous and 1 litre planted stock shall be planted at a density of 5 to 7 plants per square metre and. 2-3 litre shrubs shall be planted at a density of 3 per square metre.

The Service Provider shall accurately place dot and standard plants in accordance with the planting plans ensuring all plants are staked if appropriate. The Service Provider is responsible for the supply of bamboo canes and ties for the support of dot plants.

All plants shall be planted to the same depth as propagated and firmed in line with good horticultural practice.

Within the price submitted for this operation the Service Provider shall have allowed for the replacement (from a reserve) of any plants that fail to establish after planting. The Service Provider shall immediately report any such losses or failures and shall ensure that they are replanted within 5 working days. The cost of plants which, in the opinion of The P.M. are lost as a result of the Service Provider's negligence or inaction will be charged to the Service Provider.

Dead Head/Weed/Hoe/Litter Pick

Once planted the beds shall be maintained in a weed and litter free condition. At each scheduled visit all weed material, litter and debris shall be removed. Dead flower heads or plants shall be cleanly removed at each visit. All litter and debris shall be disposed of in an approved manner. At each visit the Service Provider shall examine the bed and shall notify The P.M. of the presence of pest, disease, physiological disorders, theft or failures within one Working Day of the scheduled visit.

Winter Bedding – Planting and Maintenance

Removal of Old Bedding

In September or October all the summer bedding material will be lifted and removed from site in as per the Specification for the removal of spring bedding.

Planting of Spring Bedding in all other respects shall follow the Specification for Summer Bedding.

Planting

Spring flowering species will be planted from September to November unless otherwise instructed by The P.M.

Summer flowering species will be planted in March except for tender species which will be planted in May/June unless otherwise instructed by The P.M.

Autumn flowering species will be planted in March or April unless otherwise instructed by The P.M.

All bulbs and corms will be supplied by The P.M. Bluebells and other native species shall be certified as produced from native stock.

Spacing and planting distances will be inline with good horticultural practice, species will be planted at random and not in straight lines. Bulbs shall be evenly spaced and not planted in clumps.

Planting will be by means of trowel or dibber, a planting hole twice as deep as the bulb or corm shall be excavated. The bulbs or corm shall be inserted with the crown uppermost ensuring that the base has firm contact with the soil, covered with soil and firmed by hand.

Planting shall be carried in accordance with the specification for annual bedding.

Weed/Hoe/Litter Pick

Once planted, the beds shall be maintained in a weed and litter free condition.

At each scheduled visit all weed material, litter and debris shall be removed. The indicative frequencies for this work will be per annum.

2.10 Floral Displays

Production of Floral Displays

The Parish Council own some 12 planters at various locations which are required to be planted and maintained each year.

Planting and Maintenance of Floral Displays

All planters shall be cleared of all debris. The outer surfaces shall be washed with detergent and underneath cleared of any deposits in order that they present a clean and tidy appearance in the next season.

Clear, Prepare, Plant Planters

The Service Provider shall maintain street tubs and other containers as listed within the Bills of Quantities. All plants shall be removed from all containers as listed in the Bills of Quantities. All arisings shall be taken to an appropriate tip for composting.

The compost or soil shall be forked over to a depth of 300mm. All containers shall then be topped up to within 25mm of the top with an approved soil based compost.

The Service Provider shall incorporate an approved organic fertiliser at 50g/sq. m. and then level and firm the soil surface.

Plants shall be provided and maintained in accordance with the specification for annual bedding.

Water Planters / Deadhead / Clear Litter

The Service Provider shall inspect all planted displays a minimum of twice weekly and carry out irrigation, weed control to maintain a weed free display, fertilise, deadhead, prune, and treat with pesticides as required.

Maintenance of Floral Displays

The Service Provider shall examine the displays at every scheduled visit and shall notify the P. M. immediately of the presence of any pest, disease or physiological disorder affecting the display.

The Service Provider shall note that vehicles engaged in the maintenance of floral displays shall not drive or park on the footway and they shall at all times conform to road traffic regulations. Vehicular access to all displays is not guaranteed.

Summer floral displays shall be placed in last week of May and maintained until the last week in October or the first frost, whichever is sooner.

Winter displays shall be placed in October and maintained until the end of May.

The Service Provider shall irrigate, fertilise and maintain the displays as required in order maintaining healthy plant growth at all times. Should the Service Provider be informed that additional water is required they shall attend the site by 12.00 noon the following day.

The Service Provider is to ensure that all subsequent maintenance operations are carried out between 6:00pm and 8:30am.

The Service Provider shall report any loss or vandalism of floral displays immediately.

2.11 PLAY AREA MAINTENANCE, REPAIR AND INSPECTION

General

The Service Provider shall ensure that persons carrying out weekly, monthly and annual inspections are competent to undertake this work and hold a recognised

qualification in playground inspection. The P.M. will require the Service Provider to provide proof of this capability.

All playgrounds will be maintained and inspected in accordance with the guidance set out by the Royal Society for the Prevention of Accidents and the recommendations of BS EN 1176 and BS EN 1177.

The Service Provider shall make itself aware of the type of safety surfacing used beneath play equipment i.e.: rubber tiles, grass mat, carpet, sand bark, wet pour, rubber mulch.

The Service Provider is given the authority to make immediate repairs (up to an Agreed financial level) without recourse to The P.M. The Service Provider shall ensure that these repairs are undertaken within two week. The P.M. will agree with the Service Provider, at the start of the Contract and then on the anniversary of this date each year, the Agreed level at which the Service Provider will be allowed to carry out repairs identified during the daily, twice weekly and Monthly Equipment Inspections without recourse to The P.M. This work shall be priced on an individual job by job basis with all parts being recharged at cost.

Parts Stock

The Service Provider shall keep a permanent stock of regularly used replacement parts, such as swing seats and chains etc., to enable Service Provider's staff to carry out immediate repairs. The Service Provider shall keep adequate records of maintenance and repairs for the inspection.

Maintain Play Areas

Play areas in Whitwick Park shall be visually inspected daily when opening the park for any problems or overnight vandalism.

All play areas shall be inspected weekly.

During maintenance inspections the Service Provider shall ensure that the whole surface of the play area is cleared of all litter and debris. Particular attention shall be paid to clearing broken glass or other material which could be hazardous to children, this shall be removed from site at each maintenance visit to an approved tip.

Unfenced play areas shall be cleared to a minimum distance of 10m from the edge of safer surface or equipment. All fenced play areas shall be litter picked.

At each maintenance visit the Service Provider shall individually examine all equipment and facilities within the play area. This includes all items of play equipment, safety surfaces, boundary fencing, gates, signs, litter bins, seats, plant material and grassed areas or other ground surface.

Should any item be found to be in a defective condition that would pose a hazard to any person the Service Provider shall take action immediately to repair the item or, if this is not possible, restrict access to the area or item by the general public.

The Service Provider shall repair any item that cannot be repaired at the time of inspection within two weeks.

The Service Provider shall submit an estimate to The P.M. for the repair of any item that exceeds the Agreed financial limit within five working days.

The Service Provider shall ensure that hazardous items remain isolated from public use until such times as they are repaired.

All non-hazardous defects shall be reported to The P.M. in writing within 5 working days.

Where the playground is fenced all dog fouling inside the fence shall be removed. Where the playground is not fenced all dog fouling shall be removed from the play equipment and within 10m of any part of it. Safety surfaces and play equipment soiled by dog fouling shall be washed down with a disinfectant solution and applied at the manufacturer's recommended rate.

The Service Provider shall release all twisted and tied swing chains and carry out any similar work to other equipment in order that all equipment can be used freely.

The Service Provider shall undertake regular maintenance of all safety surfaces. The Service Provider shall at each maintenance visit sweep the area in order to remove all litter or debris and remove any weed growth from the edges of any safety surface. All such arisings shall be removed from site at each maintenance visit and disposed of in an approved manner.

At each maintenance visit the Service Provider shall remove all extraneous material from play-bark and sand pits and dispose of it in an approved manner.

The Service Provider shall provide The P.M. with a weekly electronic record of the time and date of each visit, the operative who undertook the work, any defects found and any action taken. Where appropriate, photographs shall also accompany the reports.

Monthly Play Equipment Inspection

During the first week of every month the Service Provider shall carry out a detailed inspection of every item of play equipment and area of safety surfacing within the Contract. This inspection shall comply with BS 5696 and also take account of any inspection recommendations made by play equipment manufacturers. This inspection may include ladder work in order to inspect items not accessible from the ground.

The Service Provider shall make a written report of the inspection of the play equipment and safer surfacing which shall be received by The P.M. not later than the 10th working day of every month.

The Service Provider shall ensure that Monthly Equipment Inspections and repairs are carried out by qualified persons who shall hold a certificate of attendance at a recognised Play Area Inspection Course, be familiar with the complete repair of a wide range of current play equipment.

Insurance Inspections

The Service Provider may send the member of the Service Provider's staff, who has undertaken the Monthly Equipment Inspections and repairs of play equipment within

the Contract and drawn up the monthly written reports, to accompany the Council's insurance assessors on each annual insurance inspection of play areas. The P.M. will inform the Service Provider a minimum of 5 working days before each inspection is scheduled.

Lubrication

In accordance with the Bills of Quantities the Service Provider shall lubricate all items of play equipment in line with the play equipment manufacturers' recommendations. All grease and oils shall be provided by the Service Provider. This work shall be recorded in writing and shall be made available to The P.M. on request. In carrying out the lubrication of equipment all pivots on bearing surfaces shall be treated. Items equipped with grease nipples shall be greased with a high pressure grease gun, sufficient grease shall be used to ensure that clean fresh grease escapes from the bearing.

Oil shall only be used on those pivots agreed by The P.M. and the Service Provider will, at its own expense, carry out any disassembly operations required to ensure that equipment is properly lubricated.

After lubrication has been completed and before leaving the site, the Service Provider shall remove all excess lubricants and completely clean all surfaces below a height of 2.8m to ensure that no user of the play equipment can become contaminated with lubricants.

During all lubricating operations, the Service Provider shall take steps to ensure that the surfaces of the play area remain free of oil and grease spillage or drips.

Trip Hazards in Grassed Areas

The Service Provider shall top dress seed or turf all worn or uneven areas of grass up to 5sq. m. This operation shall be carried out in March and October of each year in accordance with the specification for grass reinstatement.

Repairs to Play Equipment

The P.M. on receiving reports from the daily, twice weekly, monthly and 6 monthly and annual reports may require the Service Provider to carry out repairs to any item within play areas. This shall include fences, gates, notices, hedges and grass, tarmac and safer surfacing, play equipment, seats and litter bins. The Service Provider is reminded that they shall be required to repair items up to an agreed financial limit without recourse to the Parish Council

Painting of Equipment (individually priced)

During the Contract Period The P.M. may require painting operations of play equipment items. These items will be individually priced. At such times the Specification for painting shall be followed. In addition, the following will also apply when painting play equipment;

Wooden Equipment; Treat with one coat of a preservative and in accordance with the manufacturers recommended rate, having first sanded down any rough or splintered areas.

All paint used shall conform to the current Toy Safety Regulations, BS 3443. Equipment shall be painted to patterns specified and junctions of adjoining colours will be a clear well defined line.

The Service Provider will ensure that the surfaces of the play area remain free of paint spillage or drips and that the public are advised of the presence of wet paint, barriers being erected around wet items of equipment at night. All debris produced during the painting operations will be removed from site to an approved tip before the Service Provider leaves site on each occasion.

New Equipment Running In (Individually Priced)

New playground equipment installed shall be checked daily for the specific 'running in' period). The P.M. will inform the Service Provider of the need for this service a minimum of 10 working days before the start of any running in period.

The Service Provider shall carry out this work in line with Part 7 of EN1176, the manufacturers' recommendations and ROSPA guidance. The Service Provider shall ensure that persons carrying out such checks are competent and experienced in the installation of a wide range of current play equipment. The P.M. will require the Service Provider to provide proof of this competence.

Removal of Old Equipment (Individually Priced)

The Service Provider shall ensure that all old items of play equipment that have been removed are retained at the Service Providers store, for inspection by The P.M. The P.M. will then agree the method of disposal with the Service Provider.

Risk Assessment

From time to time the Service Provider will undertake a review of the playground to assess the potential risk to a user of the playground. A copy of the assessment, including its recommendations, will be forwarded to the Parish Council for discussion and action.

2.12 SPECIAL LANDSCAPING AND ADDITIONAL WORKS

The Service Provider will be required to undertake additional minor landscape improvements and other additional works at a cost agreed between the Service Provider and Whitwick Parish Council.

2.13 SNOW CLEARANCE AND WINTER GRITTING

General

During the Contract Period The P.M. may require snow clearing or gritting operations to be undertaken.

These operations will be necessary to maintain access and to ensure public safety.

Such operations could be within play areas and open spaces.

Method of Clearing

Snow shall be cleared by hand or mechanical methods appropriate to the area to be cleared, as approved by The P.M.

Cleared snow shall not be piled onto any bed, shrubbery or area of box mown ornamental grass, unless permission is given by The P.M.

Snow shall be piled in such a manner as to allow access to any facility and to maximise parking space on a cleared car park.

Gritting or Salting

Immediately after clearance of snow or upon receipt of instructions from The P.M., the Service Provider shall carry out an application of grit or salt at the rate of 35gm per square metre.

The Service Provider shall not spread salt near and around trees, shrubs, turf and other plant material.

Hedges, Trees and Other Facilities

Should snowfall be so heavy as to present danger of damage by collapse to any tree, bush or hedge, glasshouse or other feature, the Service Provider shall, on receipt of instructions from The P.M., remove such snow by beating, shaking, sweeping or other appropriate method.

Emergency Highways Snow Clearance Work

In the event of snow clearance or gritting being required in an emergency the Service Provider shall attend as instructed by The P.M.

The Service Provider will be required to clear highway pavement areas as requested by The P.M. it may be necessary to carry out these operations as Emergency Work which will involve work outside normal working hours. The snow shall be cleared to the edge of the pavement. Channels and gullies shall be kept clear in order that thawing snow can drain away. Any salting of footpaths shall be at the rate of 35gm sq. m. Salt will be supplied by the Parish Council.

2.14 HARD SURFACE TENNIS COURTS (Whitwick Park)

General Requirements

The Council provide for public use, two hard surface tennis courts located at Whitwick Park.

All lines shall be remarked with a non-toxic paint at least once per annum ensuring that all markings are clean at all times.

Once per year, the tennis courts shall be treated with an approved moss killer and any resultant debris shall be removed from site.

All tennis court areas shall be kept free from weeds.

All tennis courts shall be de-littered and swept once per week.

Upon request from the Parish Manager, the following requirements with regard to tennis nets and posts shall be carried out.

- a) All tennis nets, posts, ground anchors and signs shall be removed at the end of the playing season and transported to the service provider's depot.
- b) All such equipment shall be inspected and the Parish Manager shall be informed of any necessary repairs or replacements required for the start of the playing season. This information shall be passed to The P.M. within one month of the playing season.
- c) The service provider shall repaint all tennis posts and ground anchors. Each item will be wire brushed and painted with a primer, undercoat, and gloss paint. Net Winders shall be checked for wear and greased to ensure smooth operation.

2.15 PAVILION CLEANING (Whitwick Park)

General

The Service Provider shall be responsible for the weekly cleaning of the pavilion specified in the Bills of Quantities throughout the year.

The Service Provider shall allow for the purchase of all cleaning and consumable materials including light bulbs, Fluorescent lighting tubes, soap, biological urinal blocks and toilet rolls.

Clean Pavilion

The cleaning operation shall take place as soon as possible after the weekend use as the pavilion shall be ready for any subsequent games during the week, before being re-cleaned and checked on Fridays in order to assure their fitness for use over the following weekend.

The floor of the whole of the building shall be swept using a method approved by The P.M.

Any internal litter bins shall be emptied and all litter and debris collected and removed from site at each maintenance visit to an approved tip. This shall include all debris or litter lying on shelves or ledges.

All areas shall be cleared of mud or other deposits by application of an approved water solution.

All doors, door handles and benches shall be wiped down to remove all deposits then rinsed and dried as required.

Mirrors shall be cleaned to remove all stains and produce a high degree of polish.

After removal of main deposits from floors of the corridors and changing rooms the area shall be mopped out. On completion these floors shall be squeegeed or mopped again to remove excess water.

All toilets and urinals within the pavilion shall be cleared of blockages and lifter, grid covers being lifted and cleared of any blockage.

The internal surfaces of toilet bowls and all surfaces of urinals shall be treated with an approved cleaning detergent and disinfectant, which will remove all stains and disinfect these surfaces.

All wash basins shall be cleared of debris and cleaned using an approved cleaning detergent. Basins shall then be rinsed to remove any staining. All liquid soap holders shall be replenished, where bars of soap are provided these shall be replaced if the existing bar is more than 75% used.

All ledges, doors and walls shall be wiped down using an approved cleaning detergent. Work shall proceed to a height of 2.5m, surfaces above 2.5m shall be cleaned as part of the quarterly clean.

The floor of the toilets shall be mopped and rinsed with solutions of approved cleaning and disinfectant detergents. and applied at the manufacturer's recommended rate. Once floors have dried the toilets shall again be rinsed and re-mopped to remove excess water and all traces of cleaning detergents.

The Service Provider shall then spray the surface of urinals and toilets with solutions of de-odorising material of and applied at the manufacturer's recommended rate.

The Service Provider shall supply and replace toilet rolls in the holders. A spare roll shall be provided if the existing roll is more than 75% used. All paper towel dispensers shall be refilled. New channel blocks shall be placed in urinals and grids replaced. At all times there shall be three whole or part channel blocks in each bay type urinal or one block or part block in each separate urinal.

Having completed all cleaning operations the Service Provider shall replace all litter bins and inspect the building ensuring that all facilities are in working order. Details of any defects shall be recorded and passed to The P.M. within 1 working day. The inspection shall include both the interior and exterior of the building.

All light fittings shall be checked, any inoperative bulbs or strip lights shall be replaced.

Quarterly Clean

On four occasions throughout the year, August, November, February and May, the Service Provider shall undertake the operations listed below in addition to the normal cleansing operation;

All wall ledges, paintwork (including marks on the ceilings) shall be cleaned completely working over the entire surface area using an approved proprietary cleaner and applied at the manufacturers recommended rates.

All varnished or similarly treated wood faced surfaces shall be polished with an approved proprietary polish and applied at the manufacturers recommended rates.

Where safe to do so, all windows shall be cleaned internally and externally being left well-polished and free from smears. These areas to be agreed with The P.M.

Where safe to do so, all light fittings including any shades and covers shall be removed, cleaned and refitted. These areas to be agreed with The P.M.

Additional Cleaning

Pavilion may require cleaning on extra occasions over and above the scheduled weekly clean. Additional cleaning shall be completed on a pro rata basis in accordance with the schedule of rates.

Legionella Checks

General

All water outlets in the parks pavilion and mess rooms shall be flushed once a week, regardless of whether the room/pavilion has been in use in order to avoid a build-up of Legionella bacteria in pipes and water tanks. This is a statutory health and safety requirement.

The member of staff responsible for the cleaning of the pavilion shall flush every water outlet (all taps, toilets and showers) once a week in every sports pavilion and mess room.

A checklist shall be maintained to establish and record that this procedure has been completed for each building every week. This record shall be archived and be available for inspection at any time.

Periodic scientific analysis of the water quality shall be undertaken by an outside specialist who shall report any deterioration in quality to The P.M. Any subsequent recommendations regarding the flushing or cleaning of pavilion based on a deterioration in water quality shall be acted on immediately by the Service Provider.

2.16 LANDSCAPE FURNITURE (seats, bins, signs/notice boards)

General

The Service Provider shall repair any furniture that it finds to be in a dangerous condition. The Service Provider shall keep furniture clean, free from dirt, grease and other undesirable materials. All furniture shall be painted or treated with an approved preservative at least once a year between April and November. The Service Provider shall maintain seats, signs, bins and notice boards in good condition and at their original station throughout the duration of the contract. All repairs and materials shall

be supplied by the Service Provider at its own expense. The Service Provider is not responsible for funding the purchase of new or replacement furniture. The costs for this will be included within the Schedule of Rate prices.

2.17 BOWLING GREEN (Whitwick Park)

General

The Service Provider is required to maintain a high standard of playing surface throughout the period and within the terms of the contract. The playing season will run from approximately 3rd week in April to 30th September.

Mowing

The bowling green surface shall be mowed with a 10 bladed cylinder mower producing 130 cuts per metre.

The Bowling Green grass surface shall be maintained to a height not exceeding 5 cm throughout the playing season.

Prior to the playing season the Bowling Green playing surface shall be maintained to a height of between 8 cm to 12 cm.

The grass shall be cut in the recognised method for bowling greens, diagonally across the green and never in line with play. The direction of the diagonal shall be changed with every cut to prevent laying grass. All arisings shall be boxed off and removed from site immediately after each mowing visit.

The Service Provider shall ensure that grass cuttings removed from the gullies immediately after cutting.

Brushing

Prior to the mowing operation, the green must be brushed with a drag brush ensuring that worm casts and early morning dew are removed from the playing surface.

Fertiliser Application

The Service Provider will apply, using a mechanical spreader or other method, an approved fertiliser applied at a rate of 35 grams per sq. m.

Fertiliser must not be applied in windy conditions or periods of drought. If no rain falls within 8 hours of application, the fertiliser will be watered in.

The fertilising of greens will take place twice per annum, i.e. once in the autumn/winter and once in spring/summer period.

Herbicide

Selective herbicide shall be applied on two occasions per year, once in autumn and once in spring.

Fungicide

An approved fungicide will be applied twice per year, once in autumn and once in spring.

Rolling

In order to maintain a level playing surface, the Service Provider is required to roll the green with a roller in two directions with a weight no less than 102 kg. Vibrating rollers shall not be used on grass areas.

Light Scarification

Light scarification of the bowling green surface shall be carried out on two occasions throughout the playing season. The blades of the scarifier shall lightly flick through the turf raising any prostate growth and generally clearing the surface.

Following scarification, the Service Provider shall made a single diagonal pass with a cylinder mower to pick up the arisings.

The depth of scarification shall be 10mm with a spacing of 15 mm.

Autumn Renovation

Slitting

The Service Provider will carry out slitting operations in order to aerate the playing surface using an aerator or equivalent equipment. This operation is to be carried out on one occasion during October, using taper shaped slitting tines for aeration and root pruning, due care been taken not to disturb the playing surface or distort levels.

Heavy Scarification

In October or at the end of the playing season, the Service Provider shall scarify the entire surface of the green using a mechanically powered machine. The blades shall not be more than 15mm apart and the depth of cut shall be between 5mm and 10mm into the soil surface. The operation shall be carried out in two directions angled at 30° apart. All arisings shall be removed from the site.

Solid Tining

Following the heavy scarification operation, the green shall be solid tined. The outer metre around the perimeter of the green shall be carried out by hand, the remainder by a mechanical powered machine.

Hollow Core Tine

In the first year of the contract and subsequent every third the Service Provider shall hollow tine the bowling green. The outer metre of the green shall be carried out by hand to protect the edge of the green and the remainder using a mechanical powered machine. All arisings shall be removed from site.

Top Dress

Immediately after solid tining, top dressing of a uniform and homogeneous nature shall be applied to the green. Top dressing will be worked into a sward until a fine level surface is achieved.

The top dress rate will be 4 tonnes per green.

Over Seeding

Having applied top dressing, the green shall be seeded over with an approved seed mix. The seeded areas shall be watered as required to ensure rapid seed germination.

After germination the green shall be irrigated sufficiently to return to healthy sward.

Failure to provide adequate water will be the Service Providers responsibility and any necessary over seeding required through lack of irrigation will be at the Service providers' responsibility.

The required seeding application rate will be 17 grams per sq. m.

Clean Ditch Inlay

The green gullies are filled with impact absorbing rubber matting. The matting shall be removed from the gully, brushed off and thoroughly cleaned. The empty gully shall then be swept and cleared of litter and debris.

Matting shall be removed to storage over winter and replaced at the beginning of the playing season.

At the start of the season, the matting shall then be placed back in the gully ensuring that it is level with the base and otherwise correctly positioned.

2.18 PARK RANGER SERVICE (Whitwick Park)

General

The Service Provider will be required to maintain a Park Ranger service throughout the Contract Period. The function of the Rangers shall be to provide a wide-ranging and flexible parks service seven days a week, with the principal function of policing the parks and keeping parks and sports areas free of litter, play area inspection and maintenance of horticultural features. They shall monitor public safety in relation to the use of parks and sports facilities, with particular emphasis on ensuring the safety and welfare of children and young people. They shall also be responsible for undertaking a range of maintenance tasks, including the systematic clearance of litter and the emptying of the rubbish bins in the parks, cleaning and helping to maintain the sports pavilion and the completion of the legionella inspections / play area inspections.

Staff carrying out Ranger duties shall be appropriately qualified and trained in accordance with the requirements of the role. All staff shall be fully conversant with the emergency procedures.

The Rangers shall be available to attend any court case which may arise in relation to their duties and when required provide statements and give evidence. Court attendance and preparation shall be charged in accordance with day works rates.

The Rangers shall be appropriately dressed when on duty.

The Ranger team shall have basic horticultural and construction experience to be able to carry out minor repairs or make a site safe often out of normal Grounds Maintenance working hours.

Planned Work Procedure

The Service Provider shall provide sufficient staff to provide shift cover over 7 days per week.

The Parish Council **does not** however require a permanent Park Ranger presence at Whitwick Park throughout the daily opening hours. Furthermore the requirement of a Park Ranger presence will be subject to seasonal demands attributable to fluctuating public use of the Park facilities and the maintenance of horticultural features.

- November through to February 8:00 to 10:00 and 13.30 to 15:30
- March and October 8:00 to 10:00 and 13.30 to 17:30
- April and September 8:00 to 11:00 and 15:30 to 19:30
- May through to August 8:00 to 11:00 and 16:00 to 21:00

Enforce the byelaws, and when appropriate issue fixed-penalty notices for littering, dog-fouling, graffiti, and fly-posting. Investigate incidents of fly-tipping on Parish Council land, gather any evidence of perpetrators and pass to Environmental Development for prosecution.

Using the appropriate byelaws, ensure the prompt removal of unauthorised rough sleeper and traveller encampments on Parish Council land. Work in close cooperation with Street Services and the Police when dealing with rough sleepers and travellers in order to provide a coordinated and compassionate approach when dealing with these vulnerable and potentially high risk groups.

The Ranger Service Supervisor shall work with The P.M. to ensure all risk assessments and method statements are correct and ensure sites are safely set up, safely run and left in a clean and tidy manner. Reporting any issues as they arise followed up in writing.

Assist in keeping the parks clean and tidy, report graffiti, fly-tipping and abandoned vehicles, identify and report repairs/faults. Where practical/appropriate undertake basic maintenance and graffiti removal in-house, and clear fly-tipping and remove hypodermic syringes as soon as they are encountered.

A more expansive summary of the operational activities required to be undertaken by the Park Ranger service in accordance with the relevant specification clause are detailed below.

- The cost for carrying out this work will be included in the annual sum submitted in the Pricing Schedules for the Park Ranger Service.
- Removal of litter from all areas 23630 sq. m.
- Removal of leaves from affected area
- Sweeping of paths 962 lin. m.
- Routine maintenance of shrub beds 2082 sq. m.
Including litter picking and removal of leaf fall
- Routine maintenance of rose beds including 36 sq. m.
litter picking, removal of leaf fall and hoe and hand weed.
- Hedge maintenance 355 l.m
- Routine maintenance of seasonal bedding including 147 sq. m.
Litter picking, removal of leaf fall, hoe and hand weed.
and watering
- Inspection, cleansing, maintenance of Play Areas, 5 sites
Skate Park and Work Out Zones (Whitwick Park,
Hilary Crescent Play Area, Green Lane/Hermitage Road Play
Area, Holly Hayes Play Area, Robinson Road Play Area)
- Cleansing of toilet/pavilion 2 no.
- Opening / closing of gates, buildings 11 no.
- Maintenance / cleansing of two hard tennis courts 2 no.
- Maintenance of litter / dog bins 13 no.
- Maintain park benches 12 no.

The Ranger shall ensure Risk Assessments are complete before works start, issue keys, materials, and equipment to allow the works to take place. The Ranger will ensure that all sites are left clean and tidy in a safe / secure manner at the end of their shifts removing any debris to an approved site.

The Ranger will be responsible for carrying the inspections of all play areas and play area equipment at all locations within the Parish Council in accordance with the Specification.

Respond to members of the public and deal with customer complaints/compliments in a professional manner referring back to the P.M if necessary at all times.

2.19 GATE AND TOILET LOCKING AND OPENING (Whitwick Park)

General

Specified gates and toilets (see below) shall be locked and unlocked daily including Saturdays, Sundays and all Bank Holidays with the exception of Christmas Day.

Gates and toilets shall be unlocked at 0800 daily and locked in accordance with the following schedules.

Period	Lock up Time.
January/February	3.30 pm

March	5.30 pm
April	7.30 pm
May/June	9.00 pm
July/August	9.00 pm
September	7.30 pm
October	5.30 pm
November/December	3.30 pm

The Service Provider shall ensure that no gate or toilet is unlocked later than 8am and that no gate is unlocked more than half an hour before 8am.

The Service Provider shall ensure that no park or toilet is locked earlier than the official closing time and no later than half an hour after the official gate closing time unless this action is necessary to deter antisocial behaviour, maintain public safety or prevent criminal damage.

Prior to locking up parks and recreation grounds the Service Provider shall ensure that the ground and toilets are cleared of members of the public. The Service provider shall be liable for any costs incurred as a result of locking people inside any park or recreation ground.

Specified gates referred to above include:

- 3 no. external pedestrian gates;
- 1 no. pair of external double gates;
- 2 no. internal double gates;
- 2 no. internal single gates (for access to the tennis courts and adjacent to the toilets);
- 3 no. internal toilet access doors

3.0 DEFINITIONS AND CONDITIONS OF CONTRACT

3.1 Part 1 - Preliminary

3.1.1 Definitions and Interpretations

In the Agreement unless the context otherwise requires the following terms shall have the meanings given to them below:

“Agreement” means this agreement between Whitwick Parish Council hereon referred to as the Parish Council and the Service Provider consisting of these clauses and any attached Schedules, the Invitation to Tender, [the Service Provider’s Tender] [and any other documents (or parts thereof) specified by the Parish Council].

“Approval” and **“Approved”** means the written consent of the Parish Manager.

“Authority Property” means any property, other than real property, issued or made available to the Service Provider by the Parish Council in connection with the Agreement.

“Commencement Date” means “Commercially Sensitive Information” means the subset of Confidential Information listed in the Commercially Sensitive Information

Schedule comprised of information: which is provided by the Service Provider to the Parish Council in confidence for the period set out in that Schedule; and/or that constitutes a trade secret.

“Commercially Sensitive Information Schedule” means the Schedule containing a list of the Commercially Sensitive Information.

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party, [all personal data and sensitive personal data within the meaning of the Data Protection Act 1998] and the Commercially Sensitive Information.

“Parish Manager” means the person appointed by the Parish Council as being authorised to administer the Agreement on behalf of the Parish Council or such person as may be nominated by the Parish Manager to act on its behalf.

“Contracting Authority” means any contracting authority as defined in the Public Contracts Regulations 2015 other than the Parish Council

“Service Provider’s Representative” means the individual authorised to act on behalf of the Service Provider for the purposes of the Agreement.

“Default” means any breach of the obligations of either Party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either Party, its employees, agents or sub-Service Providers in connection with or in relation to the subject matter of the Agreement and in respect of which such Party is liable to the other.

“Equipment” means the Service Provider’s equipment, plant, materials, and such other items supplied and used by the Service Provider in the performance of its obligations under the Agreement.

“Environmental Information Regulations” means the Environmental Information Regulations 2004.

“Extension” means the extension of the duration of the Agreement agreed in accordance with clause 3.6.7.

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

“General Change in Law” means a change in Law which comes into effect after the Commencement Date, where the change is of a general legislative nature (including taxation or duties of any sort affecting the Service Provider) or which would affect or

relate to a comparable supply of services of the same or a similar nature to the supply of the Services.

“Information” has the meaning given under section 84 of the Freedom of Information Act 2000.

“Initial Term” means the period from the Commencement Date to the expiry date or such earlier date of termination or partial termination of the agreement in accordance with clause 3.1.2 of the Agreement.

“Intellectual Property Rights” means patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

“Invitation to Tender” means an invitation for Service Providers to bid for the Services required by the Parish Council

“Key Personnel” means those persons named in the Specification as being key personnel.

“Monitoring Schedule” means the Schedule containing details of the monitoring arrangements.

“Month” means calendar month.

“Named Employee” has the meaning given to it in clause 3.4.5.

“Party” means a party to the Agreement and **“Parties”** shall be construed accordingly.

“Premises” means the location where the Services are to be performed, as specified in the Specification.

“Price” means the price exclusive of any applicable Tax, payable to the Service Provider by the Parish Council under the Agreement, as set out in the Pricing Schedule, for the full and proper performance by the Service Provider of its obligations under the Agreement but before taking into account the effect of any adjustment of price in accordance with clause 3.3.4.

“Pricing Schedule” means the Schedule containing details of the Price.

“Quality Standards” means the quality standards published by the British Standards Institute, the International Organisation for Standardisation or any other equivalent body, which a skilled and experienced operator engaged in the same type of industry or business as the Service Provider would reasonably and ordinarily be expected to comply as supplemented by the Specification.

“Regulatory Bodies” means those government departments and regulatory statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Agreement or any other affairs of the Parish Council and “Regulatory Body” shall be construed accordingly.

“Replacement Service Provider” means any third party Service Provider appointed by the Parish Council from time to time, to provide any services which are substantially similar to any of the Services, and which the Parish Council receives in substitution for any of the Services following the expiry, termination or partial termination of the Agreement, whether those services are provided by the Parish Council internally and/or by any third party.

“Requests for Information” shall have the meaning set out in FOIA or any apparent request for information under the FOIA or the Environmental Information Regulations.

“Schedule” means a schedule attached to the Agreement.

“Services” means the services to be provided as specified in the Specification.

“Specification” means the description of the Services to be provided under the Agreement and attached as the Specification Schedule.

“Specification Schedule” means the Schedule containing details of the Specification.

“Specific Change in Law” means a change in Law which comes into effect after the Commencement Date that relates specifically to the business of the Parish Council, and which would not affect a comparable supply of services of the same or a similar nature to the supply of the Services.

“Staff” means all persons employed by the Service Provider to perform the Agreement together with the Service Provider’s servants, agents and sub-Service Providers used in the performance of the Agreement.

“Tax” means value added tax.

“Tender” means the Service Provider’s response to the Invitation to Tender

“Term” means the period of duration of the Agreement in accordance with clause 3.1.2.

“The Service Provider” shall mean the service provider.

“Users” means a reasonably representative sample of those users who consume or benefit from the Services.

“Variation” has the meaning given to it in 3.6.3.

In the Agreement except where the context otherwise requires:

The terms and expressions set out in clause 3.1.1 shall have the meanings ascribed therein;

Words importing the singular meaning include where the context so admits the plural meaning and vice versa;

Words importing the masculine include the feminine and the neuter;

Reference to a clause is a reference to the whole of that clause unless stated otherwise;

References 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 enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

References to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assignees or transferees;

The words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”;

Headings are included in the Agreement for ease of reference only and shall not affect the interpretation or construction of the Agreement.

3.1.2 Term

The Agreement shall take effect on the Commencement Date and if not extended in accordance with this agreement, shall expire automatically 36 months later, unless terminated in accordance with the Agreement, or otherwise lawfully terminated.

The Parish Council may seek to extend the duration of the Agreement in accordance with clause 3.6.7. During the extension, the obligations under the Agreement shall continue (subject to any Variation) until the expiry of the period specified in accordance with clause 3.6.7.

3.1.3 Service Provider's Status (Principal)

In carrying out the Services the Service Provider shall be acting as principal and not as the agent of the Parish Council.

Accordingly:

- (a) The Service Provider shall not (and shall procure that its Staff do not) say or do anything that might lead any other person to believe that the Service Provider is acting as the agent of the Parish Council; and
- (b) Nothing in the Agreement shall impose any liability on the Parish Council in respect of any liability incurred by the Service Provider to any other person but this shall not be taken to exclude or limit any liability of the Parish Council to the

Service Provider that may arise by virtue of either a breach of the Agreement or by negligence on the part of the Parish Council, the Parish Council's employees, servants or agents.

3.1.4 The Parish Council's Obligations

Save as otherwise expressly provided, the obligations of the Parish Council under the Agreement are obligations of the Parish Council in its capacity as a contracting counterparty and nothing in the Agreement shall operate as an obligation upon, or in any other way fetter or constrain the Parish Council in any other capacity, nor shall the exercise by the Parish Council of its duties and powers in any other capacity lead to any liability under the Agreement (howsoever arising) on the part of the Parish Council to the Service Provider.

3.1.5 Entire Agreement

The Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Agreement. The Agreement supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

In the event of and only to the extent of any conflict between the body of the Agreement, Specification, Invitation to Tender, [Service Provider's Tender] [and other documents referred to or attached to the Agreement], the conflict shall be resolved in accordance with the following order of precedence:

- (1) The body of the Agreement shall prevail over;
- (2) The Invitation to Tender;
- (3) The Service Provider's Tender
- (4) Any other document referred to in the Agreement.

The Agreement may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

3.1.6 Scope of Agreement

Nothing in the Agreement shall be construed as creating a partnership or a contract of employment between the Parish Council and the Service Provider.

3.1.7 Notices

Except as otherwise expressly provided within the Agreement, no Notice or other communication from one Party to the other shall have any validity under the Agreement unless made in writing by or on behalf of the Party concerned.

Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery

service), by facsimile transmission or electronic mail (confirmed in either case by letter). Such letters shall be addressed to the other Party in the manner referred to in clause 3.1.7. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given [2] Working Days after the day on which the letter was posted, or four hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

For the purposes of clause 3.1.7, the address of each Party shall be:

(a) For the Parish Council:

Community Office, 3a Market Place, Whitwick, Leicester. LE67 5DT

Tel: 01530 459527

Email: clerk@whitwickpc.org.uk

(b) For the Service Provider:

[]

[Address:]

[]

For the attention of:

Tel:

Fax:

E-mail:

Either Party may change its address for service by serving a notice in accordance with this clause.

3.1.8 Mistakes in Information

The Service Provider shall be responsible for the accuracy of all drawings, documentation and information supplied to the Parish Council by the Service Provider in connection with the provision of the Services and shall pay the Parish Council any extra costs for any discrepancies, errors, or omissions therein.

3.1.9 Conflicts of Interest

The Service Provider shall take appropriate steps to ensure that neither the Service Provider nor any employee, servant, agent, supplier or sub-Service Provider is placed in a position where in the reasonable opinion of the Parish Council there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider or such persons and the duties owed to the Parish Council

under the provisions of the Agreement. The Service Provider will disclose to the Parish Council full particulars of any such conflict of interest which may arise.

The provisions of this clause shall apply during the continuance of the Agreement and for a period of [two] years after its termination.

3.1.10 Fraud

The Service Provider shall take all reasonable steps, in accordance with good industry practice, to prevent any fraudulent activity by the Staff, the Service Provider (including its shareholders, members, directors) and/or any of the Service Provider's suppliers, in connection with the receipt of monies from the Parish Council. The Service Provider shall notify the Parish Council immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

3.2 Part 2 – The Provision of the Services

3.2.1 The Services

The Service Provider shall provide the Services during the Term in accordance with the Parish Council's requirements as set out in the Specification and the terms of the Agreement. The Parish Council shall have the power to inspect and examine the performance of the Services at the Parish Council's Premises at any reasonable time.

The Service Provider shall at all times deliver the Services in accordance with the Law.

If the Parish Council informs the Service Provider that the Parish Council considers that any part of the Services do not meet the requirements of the Agreement or differ in any way from those requirements, and this is other than as a result of default or negligence on the part of the Parish Council, the Service Provider shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Agreement within such reasonable time as may be specified by the Parish Council.

Subject to the Parish Council providing Approval in accordance with clause 3.2.3, timely provision of the Services shall be of the essence of the Agreement, including in relation to commencing the provision of the Services within the time agreed or on a specified date.

Without prejudice to any other rights and remedies the Parish Council may have pursuant to the Agreement, the Service Provider shall reimburse the Parish Council for all reasonable costs incurred by the Parish Council which have arisen as a consequence of the Service Provider's delay in the performance of its obligations under the Agreement and which delay the Service Provider has failed to remedy following reasonable notice from the Parish Council. For the avoidance of doubt, the Service Provider's obligation to reimburse the Parish Council under this clause does not arise to the extent that the delay was caused by a delay or failure by the Parish Council to provide Approval under clause 3.2.3.

3.2.2 Manner of Carrying Out the Services

The Service Provider shall provide all the Equipment necessary for the provision of the Services.

The Service Provider shall make no delivery of Equipment nor commence any work on the Parish Council's Premises without obtaining the Parish Council's prior Approval.

All Equipment brought onto the Parish Council's Premises shall be at the Service Provider's own risk. The Service Provider shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the Parish Council's Premises will remain the property of the Service Provider.

The Service Provider shall maintain all items of Equipment within the Parish Council's Premises in a safe, serviceable and clean condition.

All Equipment shall be at the risk of the Service Provider and the Parish Council shall have no liability for any loss of or damage to any Equipment unless the Service Provider is able to demonstrate that such loss or damage was caused or contributed to by the negligence or default of the Parish Council.

The Parish Council shall have the power at any time during the performance of the Services to order in writing that the Service Provider: remove from the Parish Council's Premises any Equipment which in the opinion of the Parish Council is either hazardous, noxious or not in accordance with the Agreement; and if the Parish Council has ordered the Service Provider to remove any item of Equipment in accordance with this clause, to replace such item with a suitable substitute item of equipment.

On completion of the Services the Service Provider shall remove the equipment together with any other materials used by the Service Provider to provide the services in order to leave the Parish Council's premises in a clean, safe and tidy condition. For the avoidance of doubt the Service Provider is solely responsible for making good any damage to the Parish Council's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Service Provider or any of the Service Provider's employees, servants, agents, suppliers or sub-Service Providers.

Access to the Parish Council's Premises shall not be exclusive to the Service Provider but shall be limited to such Staff and the Service Provider's suppliers as are necessary to perform the Services concurrently with the execution of work by others. The Service Provider shall co-operate free of charge with such others on the Parish Council's premises as the Parish Council may reasonably require.

3.2.3 Standard of Work

The Service Provider shall at all times comply with the Whitwick Quality Audit System, a bespoke quality inspection system, based on an approach developed by APSE member authorities, it has been in place since 2015 and is now used on a UK wide basis to monitor grounds maintenance service delivery.

3.2.5 Service Provider's Staff

The Parish Council reserves the right under the Agreement to refuse to admit to, or to withdraw permission to remain on, any premises occupied by or on behalf of the Parish Council: any member of the Staff; or any person employed or engaged by a sub-Service Provider, agent, or servant of the Service Provider whose admission or continued presence would be, in the reasonable opinion of the Parish Council, undesirable.

The Service Provider shall ensure that it complies with UK requirements with regard to the safeguarding of children and vulnerable adults including and in particular, the use of the appropriate Disclosing and Debarring Service Check for all staff engaged on the provision of the service.

If and when directed by the Parish Council, the Service Provider shall provide a list of the names and addresses of all persons who it is expected may require admission in connection with the Agreement to any premises occupied by or on behalf of the Parish Council, specifying the capacities in which they are concerned with the Agreement and giving such other particulars as the Parish Council may reasonably desire.

The Service Provider's Staff, engaged within the boundaries of any of the Parish Council's Premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at that establishment and when outside that establishment.

The decision of the Parish Council as to whether any person is to be refused access to any premises occupied by or on behalf of the Parish Council shall be final and conclusive.

The Service Provider shall bear the cost of any notice, instruction or decision of the Parish Council under this clause.

3.2.6 Inspection of Premises

Save as the Parish Council may otherwise direct, the Service Provider is deemed to have inspected the Premises before tendering so as to have understood the nature and extent of the Agreement to be carried out and be satisfied in relation to all matters connected with the performance of the Agreement.

The Parish Council shall, at the request of the Service Provider, grant such access as may be reasonable for the purpose referred to in clause 3.2.6.

3.2.7 Sub-Contracting for the Delivery of the Services

Where the Service Provider enters into a sub-contract with a supplier or Service Provider for the purpose of performing the Agreement, it shall cause a term to be included in such a sub-contract which requires payment to be made of undisputed sums by the Service Provider to the sub-Service Provider within a specified period not

exceeding 30 days from the receipt of a valid invoice, as defined by the sub-contract requirements.

3.2.8 TUPE

The Parties recognise that the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended (TUPE) apply in respect of the award of the Contract, and that for the purposes of those Regulations, the undertaking concerned (or any relevant part of the undertaking) shall transfer to the Service Provider on the commencement of the Contract.

During the period of at least three months preceding the expiry of the Contract or after The P.M. has given notice to terminate the Contract or the Service Provider stops trading, and within 20 working days of being so requested by The P.M., the Service Provider shall fully and accurately disclose to The P.M. for the purposes of TUPE all information relating to its employees engaged in providing Services under the Contract in particular, but not necessarily restricted to, the following:

- (a) The total number of personnel whose employment with the Service Provider is liable to be terminated at the expiry of this Contract but for any operation of law; and
- (b) For each person, age and gender, details of their salary, and pay settlements covering that person which relate to future dates but which have already been agreed and their redundancy entitlements (the names of individual members of staff do not have to be given); and
- (c) Information about the other terms and conditions on which the affected staff are employed, or about where that information can be found; and
- (d) Details of pensions entitlements, if any.

The Service Provider shall permit The P.M. to use the information for the purposes of TUPE and of re-tendering. The Service Provider will co-operate with the re-tendering of the contract by allowing the transferee to communicate with and meet the affected employees and/or their representatives.

The Service Provider agrees to indemnify The P.M. fully and to hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision of information under Clause 3.2.8

In the event that the information provided by the Service Provider in accordance with this Clause becomes inaccurate, the Service Provider shall notify The P.M. of the inaccuracies and provide the amended information.

The provisions of this Condition shall apply during the continuance of this Contract and indefinitely after its termination.

During the last year of this Contract as reasonably anticipated from time to time the Service Provider shall not without the prior written consent of the Parish Council such consent not to be unreasonably withheld or delayed

- (i) Materially amend the terms of employment of any of the Staff; or
- (ii) Other than in the normal course of business or when necessity dictates such action replace any of the Staff or deploy any other person to perform the Services.

The Service Provider shall not enter into any contract of employment which contains provision for alteration of any term or redeployment of the employee by reference in either case to the termination of this Contract.

If the Service Provider is in breach of Condition 3.2.8;

- a) The Parish Council shall be entitled to require the Service Provider to withdraw the employee forthwith from the provision of the Service; and
- b) If such employee transfers under TUPE to a subsequent provider the Service Provider shall pay to the Parish Council on such transfer an amount equal to the statutory redundancy entitlement of that employee calculated according to the earliest practicable date on which the transferee employer could terminate the employment of the employee by reason of redundancy.

3.3 Part 3 – Payment and Price

3.3.1 Price

In consideration of the performance of the Service Provider's obligations under the Agreement by the Service Provider, the Parish Council shall pay the Price in accordance with clause 3.3.2.

In the event that the cost to the Service Provider of performing its obligations under the Agreement increases or decreases as a result of a change of Law, the provisions of clause 3.3.4 shall apply.

The Parish Council shall pay the Service Provider, on the production of a valid Tax invoice, in addition to the Price, a sum equal to the Tax chargeable on the value of the Services provided in accordance with the Agreement.

3.3.2 Payment and Tax

The Parish Council shall pay the undisputed sums due to the Service Provider in cleared funds within 30 days of receipt and agreement of invoices, submitted monthly in arrears, for work completed to the satisfaction of the Parish Council.

Each invoice shall contain all appropriate references and a detailed breakdown of the Services and shall be supported by any other documentation reasonably required by The P.M. to substantiate the invoice.

Tax, where applicable, shall be shown separately on valid Tax invoices as a strictly net extra charge.

The Parish Council may reduce payment in respect of any Services which the Service Provider has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of the Parish Council

The Service Provider shall not suspend the supply of the Services unless the Service Provider is entitled to terminate the Agreement under clause 3.8.2 for failure to pay undisputed charges.

3.3.3 Recovery of Sums Due

Wherever under the Agreement any sum of money is recoverable from or payable by the Service Provider (including any sum which the Service Provider is liable to pay to the Parish Council in respect of any breach of the Agreement), the Parish Council may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Service Provider under the Agreement or under any other agreement or contract with the Parish Council.

Any overpayment by the Parish Council to the Service Provider, whether of the Price or of Tax, shall be a sum of money recoverable by the Parish Council from the Service Provider.

The Service Provider shall make any payments due to the Parish Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Service Provider has a valid court order requiring an amount equal to such deduction to be paid by the Parish Council to the Service Provider.

3.3.4 Price Adjustment on Extension

Subject to clause 3.3.1 the price shall remain fixed for the first year of the contract.

In the event of a possible Extension, the Parish Council reserves the right to review any charges payable to the Service Provider for the provision of services beyond the Initial Term.

If the Parish Council approaches the Service Provider in accordance with clause 3.6.7 concerning an extension, payment for that period will be based upon the tendered Schedule of Rates pricing schedules.

Any claim for an increase in the charges during the initial term or within an extension period will only be considered if the increase does not exceed the percentage change in the Office of National Statistics' Consumer Prices Index (or another such index as notified to the Service Provider in writing) between the Commencement Date and the date 3 months before the end of each annual anniversary date of the contract or 3 months before the end of an extension period.

3.3.5 Change of Law

The Service Provider shall neither be relieved of its obligations to perform the Services in accordance with the terms of the Agreement nor be entitled to an increase in the Price and/or any charges payable by the Service Provider as the result of:

A General Change in Law; or

A Specific Change in Law where the effect of that Specific Change in Law on the Services is known at the Commencement Date whether by publication of a Bill, as part of a Government Departmental Consultation paper, a draft Statutory Instrument, a proposal in the Official Journal of the European Union or otherwise.

If a Specific Change in Law during the Term or during any extension agreed pursuant to clause 3.3.4, the Service Provider shall notify the Parish Council of the likely effects of that change, including: whether any change is required to the Services, the Price or the Agreement; and whether any relief from compliance with the Service Provider's obligations is required, including any obligation to achieve any milestones or to meet any service level requirements at any time.

As soon as practicable after any notification in accordance with clause 3.3.6 the Parties shall discuss and agree the matters referred to in that clause and any ways in which the Service Provider can mitigate the effect of the Specific Change of Law, including:

- (a) Providing evidence that the Service Provider has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its sub-Service Providers;
- (b) Demonstrating that a foreseeable Specific Change in Law had been taken into account by the Service Provider before it occurred;
- (c) Giving evidence as to how the Specific Change in Law has affected the cost of providing the Services; and
- (d) Demonstrating that any expenditure that has been avoided has been taken into account in amending the Price.

Any increase in the Price or relief from the Service Provider's obligations agreed by the Parties pursuant to this clause 3.3.5 shall be implemented in accordance with clause 3.6.3.

3.4 Part 4 - Statutory Obligations, Codes of Practice and Regulations

3.4.1 Prevention of Corruption

The Service Provider shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Parish Council any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or any other contract with the Parish Council, or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement or any such contract.

The attention of the Service Provider is drawn to the criminal offences under the Prevention of Corruption Acts 1889 to 1916.

Canvassing Councillors or the members of a committee or sub-committee, directly or indirectly, for appointment to or by the Council shall disqualify the candidate from such an appointment. The Proper Officer shall disclose the requirements of this standing order to every candidate.

A Councillor or member of a committee or sub-committee shall not solicit a person for appointment to or by the Council or recommend a person for such appointment or for promotion but nevertheless, any such person may give a written testimonial of a candidates ability, experience or character for submission to the Council with an application for appointment.

The Service Provider warrants that it has not paid commission or has agreed to pay any commission to any employee or representative of the Parish Council by the Service Provider or on the Service Provider's behalf.

Where the Service Provider or Service Provider's employees, servants, sub-Service Providers, suppliers or agents or anyone acting on the Service Provider's behalf, engages in conduct prohibited by clauses 3.4.1 in relation to this or any other contract with the Parish Council, the Parish Council has the right to: terminate the Agreement and recover from the Service Provider the amount of any loss suffered by the Parish Council resulting from the termination; or recover in full from the Service Provider any other loss sustained by the Parish Council in consequence of any breach of this clause, whether or not the Agreement has been terminated.

3.4.2 Discrimination

The Service Provider shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Publisher shall not unlawfully discriminate within the meaning and scope of any Act of Parliament that may be in force during the term of the Contract.

The Service Provider shall take all reasonable steps to secure the observance of clause 3.4.2 by all servants, employees or agents of the Service Provider and all suppliers and sub-Service Providers employed in the execution of the Contract.

3.4.3 The Contracts (Rights of Third Parties) Act 1999

No person who is not a Party to the Agreement (including without limitation any employee, officer, agent, representative, or sub-Service Provider of either the Parish Council or the Service Provider) shall have any right to enforce any term of the Agreement, which expressly or by implication, confers a benefit on him without the prior agreement in writing of both Parties, which agreement should specifically refer to the clause 30. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

3.4.4 Environmental Requirements

The Service Provider shall, when working on the Parish Council's Premises, perform the Agreement in accordance with the Parish Council's environmental policy, see appendix C, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment. All green waste shall be recycled and not sent to landfill.

3.5 Part 5 - Protection of Information

3.5.1 Data Protection Act and General Data Protection Regulation

The Service Provider shall (and shall procure that any of its Staff involved in the provision of the Agreement) comply with any notification requirements under the Data Protection Act 1998 ("DPA") and General Data Protection Regulation 2016 ("GDPR") and both Parties will duly observe all their obligations under the DPA which arise in connection with the Agreement.

The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

3.5.2 Confidentiality

Each Party:-

Shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and

shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Agreement or except where disclosure is otherwise expressly permitted by the provisions of the Agreement.

The Service Provider shall take all necessary precautions to ensure that all Confidential Information obtained from the Parish Council under or in connection with the Agreement:

- (a) Is given only to such of the Staff and professional advisors or consultants engaged to advise it in connection with the Agreement as is strictly necessary for the performance of the Agreement and only to the extent necessary for the performance of the Agreement;
- (b) Is treated as confidential and not disclosed (without prior Approval) or used by any Staff or such professional advisors or consultants otherwise than for the purposes of the Agreement.

Where it is considered necessary in the opinion of the Parish Council, the Service Provider shall ensure that Staff or such professional advisors or consultants sign a

confidentiality undertaking before commencing work in connection with the Agreement. The Service Provider shall ensure that Staff or its professional advisors or consultants are aware of the Service Provider's confidentiality obligations under the Agreement.

The Service Provider shall not use any Confidential Information it receives from the Parish Council otherwise than for the purposes of the Agreement.

Nothing in this clause shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

3.5.3 Freedom of Information

The Service Provider acknowledges that the Parish Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Parish Council (at the Service Provider's expense) to enable the Parish Council to comply with these Information disclosure requirements.

The Service Provider shall and shall procure that its sub-Service Providers shall:

- (a) Transfer the Request for Information to the Parish Council as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information;
- (b) Provide the Parish Council with a copy of all Information in its possession or power in the form that the Parish Council requires within five Working Days (or such other period as the Parish Council may specify) of the Parish Council requesting that Information; and
- (c) Provide all necessary assistance as reasonably requested by the Parish Council to enable the Parish Council to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA [or regulation 5 of the Environmental Information Regulations].

The Parish Council shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information:

- (a) Is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations;
- (b) Is to be disclosed in response to a Request for Information, and in no event shall the Service Provider respond directly to a Request for Information unless expressly authorised to do so by the Parish Council.

The Service Provider acknowledges that the Parish Council may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations to disclose Information: without consulting with the Service Provider, or

following consultation with the Service Provider and having taken its views into account.

The Service Provider shall ensure that all Information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the Parish Council to inspect such records as requested from time to time.

The Service Provider acknowledges that any lists or Schedules provided by it outlining Confidential Information are of indicative value only and that the Parish Council may nevertheless be obliged to disclose Confidential Information in accordance with clause 3.5.3.

3.5.4 Security of Confidential Information

In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the performance of the Agreement, the Service Provider undertakes to maintain security systems approved by the Parish Council. Where necessary to prevent such access, the Parish Council may require the Service Provider to alter any security systems at any time during the Term at the Service Provider's expense.

The Service Provider will immediately notify the Parish Council of any breach of security in relation to Confidential Information and all data obtained in the performance of the Agreement and will keep a record of such breaches. The Service Provider will use its best endeavours to recover such Confidential Information or data however it may be recorded. This obligation is in addition to the Service Provider's obligations under clause 3.5.2. The Service Provider will co-operate with the Parish Council in any investigation that the Parish Council considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.

3.5.5 Publicity, Media and Official Enquiries

Without prejudice to the Parish Council's obligations under the FOIA and except as required under the Public Contract Regulations 2015, neither Party shall make any press announcements or publicise the Agreement or any part thereof in any way, except with the written consent of the other Party.

Both Parties shall take all reasonable steps to ensure the observance of the provisions of clause 3.5.5 by all their servants, employees, agents, professional advisors and consultants. The Service Provider shall take all reasonable steps to ensure the observance of the provisions of clause 3.5.5 by its sub-Service Providers.

The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

3.5.6 Security

The Parish Council shall be responsible for maintaining the security of the Premises in accordance with its standard security requirements. The Service Provider shall comply

with all reasonable security requirements of the Parish Council while on the Premises, and shall procure that all of its employees, agents, servants, and sub-Service Providers shall likewise comply with such requirements.

The Parish Council shall provide the Service Provider upon request copies of its written security procedures and shall afford the Service Provider upon request with an opportunity to inspect its physical security arrangements.

3.5.7 Intellectual Property Rights

All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs, or other material:

- (a) Furnished to or made available to the Service Provider by the Parish Council shall remain the property of the Parish Council;
- (b) Prepared by or for the Service Provider for use, or intended use, in relation to the performance of the Agreement shall belong to the Parish Council and the Service Provider shall not, and shall procure that the Service Provider's employees, servants, agents, suppliers and sub-Service Providers shall not, (except when necessary for the implementation of the Agreement) without prior Approval, use or disclose any such Intellectual Property Rights, or any other information (whether or not relevant to the Agreement) which the Service Provider may obtain in performing the Agreement except information which is in the public domain.

The Service Provider shall obtain Approval before using any material, in relation to the performance of the Agreement which is or may be subject to any third party Intellectual Property Rights. The Service Provider shall procure that the owner of the rights grants to the Parish Council a non-exclusive licence, or if itself a licensee of those rights, shall grant to the Parish Council an authorised sub-licence, to use, reproduce, and maintain the material. Such licence or sub-licence shall be non-exclusive, perpetual, and irrevocable, shall include the right to sub-license, transfer, novate or assign to other Contracting Authorities, the Replacement Service Provider or to any other third party providing services to the Parish Council, and shall be granted at no cost to the Parish Council.

It is a condition of the Agreement that the Services will not infringe any Intellectual Property Rights of any third party and the Service Provider shall during and after the Term on written demand indemnify and keep indemnified the Parish Council against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Parish Council may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim relates to:

- (a) Designs furnished by the Parish Council;
- (b) The use of data supplied by the Parish Council which is not required to be verified by the Service Provider under any provision of the Agreement.

The Parish Council shall notify the Service Provider in writing of any claim or demand brought against the Parish Council for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Service Provider. The Service Provider shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Service Provider, provided always that the Service Provider:

- (a) Shall consult the Parish Council on all substantive issues which arise during the conduct of such litigation and negotiations;
- (b) Shall take due and proper account of the interests of the Parish Council; and
- (c) Shall not settle or compromise any claim without the Parish Council's prior written consent (not to be unreasonably withheld or delayed).

The Parish Council shall at the request of the Service Provider afford to the Service Provider all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Parish Council or the Service Provider for infringement or alleged infringement of any Intellectual Property Right in connection with the performance of the Agreement and shall be repaid all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. Such costs and expenses shall not be repaid where they are incurred in relation to a claim, demand or action which relates to the matters in clause 3.5.7.

The Parish Council shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Parish Council or the Service Provider in connection with the performance of the Agreement.

If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Agreement or in the reasonable opinion of the Service Provider is likely to be made, the Service Provider may at its own expense and subject to the consent of the Parish Council (not to be unreasonably withheld or delayed) either:

- (a) Modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply with any necessary changes to such modified Services or to the substitute Services; or
- (b) Procure a licence to use and provide the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Parish Council.

At the termination of the Agreement the Service Provider shall immediately return to the Parish Council all materials, work or records held, including any back-up media.

The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

3.6 Part 6 – Control of the Contract

3.6.1 Assignment and Sub-Contracting

The Service Provider shall not assign, sub-contract or in any other way dispose of the Agreement or any part of it without prior Approval. Sub-contracting any part of the Agreement shall not relieve the Service Provider of any obligation or duty attributable to the Service Provider under the Agreement.

The Service Provider shall be responsible for the acts and omissions of its sub-Service Providers as though they are its own.

Where the Parish Council has consented to the placing of sub-contracts, copies of each sub-contract shall be sent by the Service Provider to the Parish Council within [2] Working Days of issue.

The Service Provider shall not use the services of self-employed individuals without prior Approval.

3.6.2 Waiver

The failure of either Party to insist upon strict performance of any provision of the Agreement or the failure of either Party to exercise any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Agreement.

No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of clause 3.1.7.

A waiver of any right or remedy arising from a breach of the Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Agreement.

3.6.3 Variation of the Services

The Parish Council reserves the right on giving reasonable written notice from time to time to require changes to the Services (whether by way of the removal of Services, the addition of new Services, or increasing or decreasing the Services or specifying the order in which the Services are to be performed or the locations where the Services are to be provided) for any reasons whatsoever. Such a change is hereinafter called “a Variation”.

Any such Variation shall be communicated in writing by The P.M. to the Service Provider’s Representative in accordance with the notice provisions of clause 3.1.7. All Variations shall be in the form of an addendum to the Agreement.

In the event of a Variation the Price may also be varied. Such Variation in the Price shall be calculated by the Parish Council and agreed in writing with the Service Provider and shall be such amount as properly and fairly reflects the nature and extent of the Variation in all the circumstances. Failing agreement the matter shall be determined by negotiation or mediation in accordance with the provisions of clause 3.9.2.

The Service Provider shall provide such information as may be reasonably required to enable such varied price to be calculated.

3.6.4 Severability

If any provision of the Agreement is held invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Agreement shall continue in full force and effect as if the Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.

In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Agreement, the Parties shall immediately commence negotiations in good faith to remedy the invalidity.

3.6.5 Remedies in the Event of Inadequate Performance

Where a complaint is received or a problem indicated in any Customer Satisfaction Survey about the standard of Services or about the way any Services have been delivered or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Agreement, then The P.M. shall take all reasonable steps to ascertain whether the complaint is valid. If The P.M. so decides, he may uphold the complaint, or take further action in accordance with the provisions of clause 3.8.1 of the Agreement.

In the event that the Parish Council is of the reasonable opinion that there has been a material breach of the Agreement by the Service Provider, or the Service Provider's performance of its obligations under the Agreement has failed to meet the requirement set out in the Specification Schedule, then the Parish Council may, without prejudice to its rights under clause 3.8.1 of the Agreement, do any of the following:

- (a) Make such deduction from the Price to be paid to the Service Provider as the Parish Council shall reasonably determine to reflect sums paid or sums which would otherwise be payable in respect of such of the Services as the Service Provider shall have failed to provide or performed inadequately;
- (b) Without terminating the Agreement, itself provide or procure the provision of part of the Services until such time as the Service Provider shall have demonstrated to the reasonable satisfaction of the Parish Council that the Service Provider will be able to perform such part of the Services in accordance with the Agreement;

- (c) Without terminating the whole of the Agreement, terminate the Agreement in respect of part of the Services only (whereupon a corresponding reduction in the Price shall be made) and thereafter itself provide or procure a third party to provide such part of the relevant Services; and/or
- (d) Terminate, in accordance with clause 3.8.1, the whole of the Agreement.

The Parish Council may charge to the Service Provider any cost reasonably incurred by the Parish Council and any reasonable administration costs in respect of the provision of such part of the relevant Services by the Parish Council or by a third party to the extent that such costs exceed the Price which would otherwise have been payable to the Service Provider for such part of the relevant Services.

If the Service Provider fails to perform any of the Services to the reasonable satisfaction of the Parish Council and such failure is capable of remedy, then the Parish Council shall instruct the Service Provider to remedy the failure and the Service Provider shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 10 Working Days or such other period of time as the Parish Council may reasonably direct.

In the event that:

- (a) The Service Provider fails to comply with the Clause 3.6.5 above and the failure, is materially adverse to the commercial interests of the Parish Council or prevent the Parish Council from discharging a statutory duty; or
- (b) The Service Provider persistently fails to comply with clause 3.6.5 above, the Parish Council reserves the right to terminate the Agreement by notice in writing with immediate effect.

3.6.6 Remedies Cumulative

Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

3.6.7 Possible Extension of Term

Subject to satisfactory performance by the Service Provider during the Initial Term, the Parish Council may wish to extend the Agreement for a further period of up to 1 or 2 years. The Parish Council may approach the Service Provider if it wishes to do so before the end of the Initial Term. The clauses in the Agreement will apply throughout any such extended period unless otherwise stated to the contrary.

3.6.8 Novation

The Parish Council shall be entitled to assign, novate, or otherwise dispose of its rights and obligations under this Agreement or any part thereof to any Contracting Authority, private sector body or any other body established under statute provided that any such

assignment, novation or other disposal shall not increase the burden of the Service Provider's obligations under this Agreement.

The Parish Council shall be entitled to disclose to any Transferee any Confidential Information of the Service Provider which relates to the performance of the Agreement by the Service Provider. In such circumstances the Parish Council shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Agreement and for no other purposes and shall take all reasonable steps to ensure that the Transferee accepts an obligation of confidence.

3.7 Part 7 - Liabilities

3.7.1 Indemnity and Insurance

Neither Party excludes or limits liability to the other Party for death or personal injury caused by its negligence or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.

The Service Provider shall indemnify and keep indemnified the Parish Council fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Agreement including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Service Provider, or any other loss which is caused directly or indirectly by any act or omission of the Service Provider. This clause shall not apply to the extent that the Service Provider is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or default, or the negligence or default of its Staff or sub-Service Providers, or by any circumstances within its or their control.

Subject always to clause 3.7.1, the liability of either Party for Defaults shall be subject to the financial limits set out in this clause 3.7.1.

- (a) The aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the property of the other under or in connection with the Agreement shall in no event exceed £2 million.
- (b) The annual aggregate liability under the Agreement of either Party for all Defaults (other than a Default governed by clause 3.5.6 or clause 3.7.1) shall in no event exceed 10% of the amount paid or payable by The Parish Council for the Services (as determined at the date on which the liability arises) to the Service Provider for the Service performed in that Year.

Subject always to clause 3.7.1, in no event shall either Party be liable to the other for:

- (a) Loss of profits, business, revenue, or goodwill; and/ or
- (b) Indirect or consequential loss or damage.

The Service Provider shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover of £20 million in respect of all risks which may be incurred by the Service Provider, arising out of the Service Provider's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Service Provider.

The Service Provider shall hold employer's liability insurance in respect of Staff in accordance with any legal requirement for the time being in force.

The Service Provider shall produce to The P.M., on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

If, for whatever reason, the Service Provider fails to give effect to and maintain the insurances required by the Agreement the Parish Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Service Provider.

The terms of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under the Agreement. It shall be the responsibility of the Service Provider to determine the amount of insurance cover that will be adequate to enable the Service Provider to satisfy any liability referred to in clause 3.7.1.

3.7.2 Professional Indemnity

The Service Provider shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or sub-Service Providers involved in the provision of the Services hold and maintain appropriate cover. To comply with its obligations under this clause 3.7.2, and as a minimum, the Service Provider shall ensure professional indemnity insurance held by the Service Provider and by any agent, sub-Service Provider or consultant involved in the performance of Services has a limit of indemnity of not less than £20,000,000 for any Parish Council occurrences arising out of each and every event. Such insurance shall be maintained for a minimum of 6 (six) years following the expiration or earlier termination of the Agreement.

3.7.3 Warranties and Representations

The Service Provider warrants and represents that:

- (a) The Service Provider has the full capacity and authority and all necessary consents (including, but not limited to, where its procedures so require, the consent of its parent company) to enter into and perform the Agreement and that the Agreement is executed by a duly authorised representative of the Service Provider;

- (b) The Service Provider shall discharge its obligations hereunder with all due skill, care and diligence including but not limited to good industry practice;
- (c) All obligations of the Service Provider pursuant to the Agreement shall be performed and rendered by appropriately experienced, qualified, and trained Staff with all due skill, care and diligence;
- (d) The Service Provider is not in default in the payment of any due and payable taxes or in the filing, registration or recording of any document or under any legal or statutory obligation or requirement which default might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under the Agreement.

3.7.4 Liquidated Damages

In the event that the Parish Council is of the opinion that there has been a fundamental breach of this Contract by the Service Provider, or the Service Provider's performance of its duties under the contract has failed to meet the requirements, then the Parish Council may make such deduction from the payment to be made to the Service Provider as the Parish Council shall reasonably determine to reflect sums paid or sums which would otherwise be payable in respect of such of the Services.

3.8 Part 8 – Default, Disruption and Termination

3.8.1 Termination on Change of Control and Insolvency

The Parish Council may terminate the Agreement by notice in writing with immediate effect where:

- (a) The Service Provider undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988, which impacts adversely and materially on the performance of the Agreement; or
- (b) The Service Provider is an individual or a firm and a petition is presented for the Service Provider's bankruptcy, or a criminal bankruptcy order is made against the Service Provider or any partner in the firm, or the Service Provider or any partner in the firm makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage the Service Provider's or firm's affairs; or
- (c) The Service Provider is a company, if the company passes a resolution for winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for, or any meeting of its directors or members resolves to make an application for an administration order in relation to it or any party gives or files notice of intention to appoint an administrator of it or such an administrator is appointed, or the court makes a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver, manager or supervisor is

appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a fixed or floating charge; or

- (d) Where the Service Provider is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (e) Any similar event occurs under the law of any other jurisdiction.

The Parish Council may only exercise its right under clause 3.8.1 within six months after a change of control occurs and shall not be permitted to do so where it has agreed in advance to the particular change of control that occurs. The Service Provider shall notify The P.M. immediately when any change of control occurs.

If the Service Provider, being an individual, shall die or be adjudged incapable of managing his or her affairs within the meaning of Part VII of the Mental Health Act 1983, The Parish Council shall be entitled to terminate the Agreement by notice to the Service Provider or the Service Provider's Representative with immediate effect.

3.8.2 Termination on Default

The Parish Council may terminate the Agreement, or terminate the provision of any part of the Agreement by written notice to the Service Provider or the Service Provider's Representative with immediate effect if the Service Provider commits a Default and if:

- (a) The Service Provider has not remedied the Default to the satisfaction of the Parish Council within 25 Working Days, or such other period as may be specified by the Parish Council, after issue of a written notice specifying the Default and requesting it to be remedied; or
- (b) The Default is not, in the opinion of the Parish Council, capable of remedy; or
- (c) The Default is a material breach of the Agreement.

In the event that through any Default of the Service Provider, data transmitted or processed in connection with the Agreement is either lost or sufficiently degraded as to be unusable, the Service Provider shall be liable for the cost of reconstitution of that data and shall provide a full credit in respect of any charge levied for its transmission and shall reimburse the Parish Council for any costs charged in connection with such Default of the Service Provider.

The Service Provider may terminate the Agreement if the Parish Council is in material breach of its obligations to pay undisputed charges by giving the Parish Council 60 Working Days' notice specifying the breach and requiring its remedy. The Service Provider's right of termination under this clause 3.8.2 shall not apply to non-payment of the charges or Price where such non-payment is due to the Parish Council exercising its rights under clauses 3.3.4 and 3.6.5.

3.8.3 Break

The Parish Council shall have the right to terminate the Agreement, or to terminate the provision of any part of the Agreement at any time by giving three Months' written notice to the Service Provider.

3.8.4 Consequences of Termination

Where the Parish Council terminates the Agreement under clause 3.8.1 or terminates the provision of any part of the Agreement under that clause, and then makes other arrangements for the provision of Services, the Parish Council shall be entitled to recover from the Service Provider the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Parish Council throughout the remainder of the Initial Term or any Extension. The Parish Council shall take all reasonable steps to mitigate such additional expenditure. Where the Agreement is terminated under clause 3.8.2, no further payments shall be payable by The Parish Council to the Service Provider until the Parish Council has established the final cost of making those other arrangements.

Where the Parish Council terminates the Agreement under clause 3.8.3, the Parish Council shall indemnify the Service Provider against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Service Provider by reason of the termination of the Agreement, provided that the Service Provider takes all reasonable steps to mitigate such loss. Where the Service Provider holds insurance, the Service Provider shall reduce its unavoidable costs by any insurance sums available. The Service Provider shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Service Provider as a result of termination under 3.8.2.

The Parish Council shall not be liable under clause 3.8.4 to pay any sum which:

- (a) Was claimable under insurance held by the Service Provider, and the Service Provider has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or
- (b) When added to any sums paid or due to the Service Provider under the Agreement, exceeds the total sum that would have been payable to the Service Provider if the Agreement had not been terminated prior to the expiry of the Initial Term.

3.8.5 Disruption

The Service Provider shall take reasonable care to ensure that in the execution of the Agreement it does not disrupt the operations of the Parish Council, its employees or any other Service Provider employed by the Parish Council.

The Service Provider shall immediately inform the Parish Council of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Agreement.

In the event of industrial action by the Staff or the Service Provider's suppliers, the Service Provider shall seek the Parish Council's Approval to its proposals for the continuance of the performance of the Services in accordance with its obligations under the Agreement.

If the Service Provider's proposals referred to in clause 3.8.5 are considered insufficient or unacceptable by the Parish Council, then the Agreement may be terminated by the Parish Council by notice in writing with immediate effect.

If the Service Provider is temporarily unable to fulfil the requirements of the Agreement owing to disruption of normal business by direction of the Parish Council, an appropriate allowance by way of extension of time will be approved by the Parish Council. In addition, the Parish Council will reimburse any additional expense incurred by the Service Provider in fulfilling the provisions of the Agreement as a result of such disruption.

3.8.6 Recovery upon Termination

Termination or expiry of the Agreement shall be without prejudice to any rights and remedies of the Service Provider and the Parish Council accrued before such termination or expiration and nothing in the Agreement shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry.

At the end of the Term (and howsoever arising) the Service Provider shall forthwith deliver to the Parish Council upon request all the Parish Council's Property (including but not limited to materials, documents, information, access keys) relating to the Agreement in its possession or under its control or in the possession or under the control of any permitted suppliers or sub-Service Providers and in default of compliance with this clause the Parish Council may recover possession thereof and the Service Provider grants licence to the Parish Council or its appointed agents to enter (for the purposes of such recovery) any premises of the Service Provider or its permitted suppliers or sub-Service Providers where any such items may be held.

At the end of the Term (howsoever arising) and/or after the Term the Service Provider shall provide assistance to the Parish Council and any new Service Provider appointed by the Parish Council to continue or take over the performance of the Agreement in order to ensure an effective handover of all work then in progress. Where the end of Term arises due to the Service Provider's default, the Service Provider shall provide such assistance free of charge. Otherwise the Parish Council shall pay the Service Provider's reasonable costs of providing the assistance, and the Service Provider shall take all reasonable steps to mitigate such costs.

The provisions of this clause shall survive the continuance of the Agreement and indefinitely after its termination.

3.8.7 Force Majeure

For the purpose of this clause, “Force Majeure” means any event or occurrence which is outside the reasonable control of the Party concerned, and which is not attributable to any act or failure to take preventative action by the Party concerned, including (but not limited to) governmental regulations, fire, flood, or any disaster. It does not include any industrial action occurring amongst the Service Provider’s Staff or any staff of any sub-Service Provider.

Neither Party shall be liable to the other Party for any delay in or failure to perform its obligations under the Agreement (other than a payment of money) if such delay or failure results from a Force Majeure event. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations hereunder for the duration of such Force Majeure event. However, if any such event prevents either Party from performing all of its obligations under the Agreement for a period in excess of 6 Months, either Party may terminate the Agreement by notice in writing with immediate effect.

Any failure or delay by the Service Provider in performing its obligations under the Agreement which results from any failure or delay by an agent, sub-Service Provider or supplier shall be regarded as due to Force Majeure only if that agent, sub-Service Provider, or supplier is itself impeded by Force Majeure from complying with an obligation to the Service Provider.

Clause 3.8.6 does not affect the Parish Council’s rights under clause 3.8.5.

If either of the Parties becomes aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part as described in clause 3.8.6 it shall forthwith notify the other by the most expeditious method then available and shall inform the other of the period which it is estimated that such failure or delay shall continue.

For the avoidance of doubt it is hereby expressly declared that the only events which shall afford relief from liability for failure or delay of performance of the Agreement shall be any event qualifying for Force Majeure hereunder.

3.9 Part 9 – Dispute and Law

3.9.1 Governing Law

The Agreement shall be governed by and interpreted in accordance with English law and the Parties submit to the exclusive jurisdiction of the courts of [England].

3.9.2 Dispute Resolution

The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within [20] Working Days of either Party notifying the other of the dispute such efforts shall involve the escalation of the dispute to the [finance director] (or equivalent) of each Party.

Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

If the dispute cannot be resolved by the Parties pursuant to clause 3.9.2 the dispute shall be referred to mediation pursuant to the procedure set out in clause 3.9.2 unless (a) the Parish Council considers that the dispute is not suitable for resolution by mediation; or (b) the Service Provider does not agree to mediation.

The performance of the Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Service Provider (or employee, agent, supplier or sub-Service Provider) shall comply fully with the requirements of the Agreement at all times.

The procedure for mediation and consequential provisions relating to mediation are as follows:

- (a) A neutral adviser or mediator ("the Mediator") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ("CEDR") to appoint a Mediator.
- (b) The Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.
- (c) Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- (d) If the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- (e) Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Agreement without the prior written consent of both Parties.
- (f) If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred.

3.10 Part 10 - Monitoring and Liaison Meetings

The Service Provider shall be responsible for monitoring its performance of the Agreement and shall provide The P.M. with a record of the quality aspect of its performance in line with the Whitwick Quality Audit System.

The system requires the P.M and Service Provider to identify a number of sites across the Parish Council area and undertake a minimum of 11 (one for each of the KPI's listed) inspections over 12 monthly monitoring periods. These sites must include a number of different amenity maintenance types.

An overall Quality Index Score 66.6% is the desired output score achieved across the number of surveys completed during each monthly monitoring period.

The completed inspection sheets will be provided to The P.M. at the end of each monthly monitoring period.

The Service Provider will be required to attend quarterly liaison meeting with members and The P.M.

A record of all meetings shall be made by the Service Provider and copies provided to The P.M.

4.0 Quality Questionnaire

All tenderers must submit the following information as part of their tender submission.

1/ ORGANIZATION AND MANAGEMENT - 5 Points

- How will service be managed?
- Works scheduling/programming arrangements.
- Communication links between supervisors and work force and with Service Provider and Parish Council.
- Emergency cover arrangements.
- Complaints procedure.
- Procedures for dealing with risks and accidents and compliance with Health and Safety at work regulations.

2/ TRANSPORT/EQUIPMENT/MACHINERY - 5 Points

Details of vehicles and machinery to be used on the contract.

What is the age profile of the fleet, i.e. will it be new.

Arrangements in place of transport/machinery breakdown.

Vehicle and plant replacement policy.

3/ SERVICE DELIVERY - 15 Points

Details of staff who will be employed on the contract, e.g. qualifications, experience, training courses.

Seasonal Working Hours Arrangement.

What arrangements will there be in place to cover for absenteeism.

Out of normal working hours contact arrangements.

How staff will be deployed across the various activities.

How will the Park Ranger Service at Whitwick Park be managed, i.e. average number of hours per day dedicated to the service over the 12 month period?

Company policy with regard to:

- Wearing of uniforms.
- I.D. cards.
- Public awareness.
- Items found whilst performing services.
- Conduct of staff.

Depot Facilities

Work Programming

4/ MOBILIZATION AND ACTION - 10 Points

Ability of a Service Provider to ensure that there is a seamless provision of the service when at the commencement of the contract.

- Resourcing the contract, i.e. recruitment arrangements prior to contract start date.
- Understanding of Council's standing orders and codes of practice.
- Communication systems.
- Premises to be used.
- Administration and central support proposals.
- Submission of a detailed operational programme.

5/ EXIT STRATEGY - 5 Points

Prior to the end of the contract period, the Service Providers proposals should indicate what arrangements will be put in place to ensure that there is a seamless transition of service delivery into the following contract including:

- Disclosure of T.U.P.E. information.
- Provision of work programmes.
- Availability of surplus vehicles and machinery.
- Completion of work programmes.
- Liaison with new (if appropriate) service provision.

5.0 PRICING SCHEDULES

5.1 Pricing of Tender

All schedule of rate (S.O.R.) and day work costs are to include all operational related costs, i.e. employees, provision of transport and machinery, supply of materials, insurances, departmental and corporate support costs, etc., and in addition, the costs associated with:

- Monitoring activities and liaison meetings;
- Site inspections;
- Removal of all arisings and debris from site;
- Replacement of damaged planting stock;
- **S.O.R prices for grass cutting shall include all edging work and strimming around obstacles as referred to in the Specification clause 2.6 and the application of herbicide, see Specification clause 2.5;**
- Tenderers are advised that the frequencies of operation included in the pricing schedules are indicative frequencies and site standards are required to conform to the output requirements of the service specification.
- As stated in 2.1 General Specification, the site measurements detailed in the Bill of Quantities are only to be used as a guide and it is the service provider's responsibility to satisfy themselves as to their accuracy.

During the agreement period, both the measurements stated in the Bill of Quantities and the standards of work set out in the specification may be reassessed, and the S.O.R. prices will be used by Whitwick Parish Council as the basis for adjusting the

payment for the provision of the service resulting from any variations to quantities of the work and working standards and frequencies of operation.

5.2 Schedule of Rate/Bill of Quantities Costs. Tenderers to complete rate and annual sum columns for each site

Spec Ref	Description	Measurement	UOM	Freq/ Ann	Rate £/UOM	Annual Sum
WPC 001	<i>Briers Way Open Space</i>					
2.6	Grass Areas					
	Mow General Grass Areas	910.47	Sm	14		
2.5	Weed spraying					
	Apply Residual Herbicide Fenceline	14.5	Lm	1		
2.7	Shrub Bed Maintenance					
	Fork Over Shrubbery	701.18	Sm	1		
	Prune Shrubs	701.18	Sm	1		
	Apply Granular Herbicide	701.18	Sm	1		
	Spot Treat W/- Residual Herb.	701.18	Sm	2		
2.4	Rake Up Leaves	161	Sm	2		
2.4	Pick Litter	1611.65	Sm	52		
WPC 002	<i>Robinson Road (inc play area)</i>					
2.6	Grass Areas					
	Mow General Grass Areas	544.05	Sm	14		
2.4	Pick Litter	544.05	Sm	52		
2.4	Rake Up Leaves	54	Sm	2		
2.5	Weed spraying					
	Apply Residual Herbicide Fenceline	30	Lm	1		
2.11	Play Area Inspection					
	Weekly Site Inspection	1	site	52		
	Lubricate Equipment	5	items	2		
	Sweep Play Area	71.12	Sm	52		
	Empty & Maintain Litter Bin	1	Item	52		
	Annual Lump Sum Maintenance Cost	1	site	1		
	Annual Insurance Inspection	1	site	1		

	Monthly Equipment Inspection	5	Item	12		
2.16	Maintain Benches	1	item	1		
WPC 003	<i>Walkers Flats Allotments (inc grass area at rear)</i>					
2.6	Grass Areas (Area B)					
	Mow Rough Areas	11162	Sm	6		
2.4	Pick Litter	11162	Sm	52		
2.4	Rake Up Leaves	1116	Sm	2		
WPC 004	<i>City of Dan and WPC 011 (part)</i>					
2.6	Grass Areas					
	Mow General Grass Areas	2543	Sm	14		
2.4	Rake Up Leaves	254	Sm	2		
2.5	Weed spraying					
	Apply Residual Herbicide Fenceline	26	Lm	1		
2.4	Pick Litter	5147	Sm	52		
2.9	Seasonal Bedding					
	Remove Spring Bedding		Sm	1		
	Remove Summer Bedding		Sm	1		
	Plant Spring Bedding		Sm	1		
	Plant Summer Bedding		Sm	1		
	Deadhead Summer Bedding		Sm	4		
	Single Dig		Sm	1		
	Trample & Rake Beds		Sm	2		
	Spread Farm Yard Manure		Sm	2		
	Apply Granular Fertiliser		Sm	2		
	Herbicide		Sm	2		
2.7	Shrub Bed Maintenance					
	Fork Over Shrubbery	116.35	Sm	1		
	Prune Shrubs	116.35	Sm	1		
	Apply Granular Herbicide	116.35	Sm	1		
	Spot Treat W/- Residual Herb.	116.35	Sm	2		
	Top Up Mulch, Wood Bark	116.35	Sm	1		
2.4	Pick Litter	965	Sm	52		

2.4	Rake Up Leaves	201.35	Sm	2		
WPC 006	<i>Thomas Road</i>					
2.6	Grass Areas					
	Mow General Grass Areas	519.05	Sm	14		
2.5	Weed spraying					
	Apply Residual Herbicide Fenceline	4.4	Lm	1		
2.7	Shrub Bed Maintenance					
	Prune Shrubs	358.56	Sm	1		
	Apply Granular Herbicide	358.56	Sm	1		
	Spot Treat W/- Residual Herb.	358.56	Sm	2		
	Top Up Mulch, Wood Bark	358.56	Sm	1		
2.4	Pick Litter	877.61	Sm	52		
2.4	Rake Up Leaves	410.56	Sm	2		
WPC 007	<i>Stinson Way</i>					
2.6	Grass Areas					
	Mow General Grass Areas	129.62	Sm	14		
2.7	Shrub Bed Maintenance					
	Fork Over Shrubbery	11.72	Sm	1		
	Prune Shrubs	11.72	Sm	1		
	Apply Granular Herbicide	11.72	Sm	1		
	Spot Treat W/- Residual Herb.	11.72	Sm	2		
2.4	Pick Litter	705.34	Sm	52		
2.4	Rake Up Leaves	24.72	Sm	2		
2.8	Hedge Maintenance					
	Hedge Cut Using Hand Shears	18.02	Lm	2		
WPC 008	<i>Stinson Way</i>					
2.6	Grass Areas					
	Mow General Grass Areas	496.62	Sm	14		
2.5	Weed spraying					
	Apply Residual Herbicide Fenceline	27.2	Lm	1		

2.7	Shrub Bed Maintenance					
	Prune Shrubs	210.35	Sm	1		
	Apply Granular Herbicide	210.35	Sm	1		
	Spot Treat W/- Residual Herb.	210.35	Sm	2		
	Top Up Mulch, Wood Bark	210.35	Sm	0		
2.4	Pick Litter	706.97	Sm	52		
2.4	Rake Up Leaves	260.35	Sm	2		
2.8	Hedge Maintenance					
	Hedge Cut Using Hand Shears	13.39	Lm	2		
WPC 009	<i>Briers Way grass verges</i>					
2.6	Edging					
	Strim Grass Edges	22	Lm	14		
2.5	Weed spraying					
	Apply Residual Herbicide Fenceline	24.68	Lm	1		
2.7	Shrub Bed Maintenance					
	Fork Over Shrubbery	95.62	Sm	1		
	Prune Shrubs	95.62	Sm	1		
	Apply Granular Herbicide	95.62	Sm	1		
	Spot Treat W/- Residual Herb.	95.62	Sm	2		
2.4	Pick Litter	95.62	Sm	52		
2.4	Rake Up Leaves	95.62	Sm	2		
2.8	Hedge Maintenance					
	Hedge Cut Using Hand Shears	17	Lm	2		
WPC 010	<i>Green Lane/Hermitage Road (inc play area)</i>					
2.6	Grass Areas					
	Mow General Grass Areas Gang Mow	7619.99	Sm	17		
2.6	Weed spraying					
	Apply Residual Herbicide Fenceline	215	Lm	1		
	Apply Granular Herbicide	8	Sm	1		
2.7	Shrub Bed Maintenance					
	Fork Over Shrubbery	13.02	Sm	1		
	Prune Shrubs	13.02	Sm	1		

	Apply Granular Herbicide	13.02	Sm	1		
	Spot Treat W/- Residual Herb.	13.02	Sm	2		
2.8	Hedge Maintenance					
	Hedge Cut Using Hand Shears	20.5	Lm	2		
2.8	Tractor Mounted Hedge Cutting					
	Hedge Cut Tractor Mounted	187.6	Lm	1		
2.11	Play Area Inspection					
	Weekly Site Inspection	1	site	52		
	Lubricate Equipment	7	items	2		
	Sweep Play Area	131	Sm	52		
	Empty & Maintain Litter Bin	4	Item	52		
	Annual Lump Sum Maintenance Cost	1	site	1		
	Annual Insurance Inspection	1	site	1		
	Monthly Equipment Inspection	7	Items	12		
2.4	Pick Litter	24633.01	Sm	52		
2.16	Maintain Benches	4	Items	1		
WPC 011	<i>Holly Hayes Road (part)</i> <i>THIS SITE INCLUDES A PLAY AREA</i>					
2.6	Grass Areas					
	Mow General Grass Areas Gang Mow	10364	Sm	17		
2.4	Rake Up Leaves	104	Sm	2		
2.5	Weed spraying					
	Apply Residual Herbicide Fenceline	163	Lm	1		
2.11	Play Area Inspection					
	Weekly Site Inspection	1	site	52		
	Lubricate Equipment	6	items	2		
	Sweep Play Area	650	Sm	52		
	Empty & Maintain Litter Bin	2	Items	52		
	Annual Lump Sum Maintenance Cost	1	site	1		
	Annual Insurance Inspection	1	site	1		
	Monthly Equipment Inspection	6	Items	12		
2.4	Pick Litter	17450	Sm	52		
2.16	Maintain Benches	1	Items	1		

WPC 012	<i>Hilary Crescent (inc play area and footpath)</i>					
2.6	Grass Areas					
	Mow General Grass Areas Ride On	5813	Sm	14		
2.4	Rake Up Leaves	581	Sm	2		
2.5	Weed spraying					
	Apply Residual Herbicide Fenceline	140	Lm	1		
2.11	Play Area Inspection					
	Weekly Site Inspection	1	site	52		
	Lubricate Equipment	2	items	2		
	Sweep Play Area	28	Sm	52		
	Empty Litter Bin	2	item	24		
	Annual Lump Sum Maintenance Cost	1	site	1		
	Annual Insurance Inspection	1	site	1		
	Monthly Equipment Inspection	1	Items	12		
2.4	Pick Litter	18068	Sm	52		
2.16	Maintain Benches	1	Items	1		
WPC 013	<i>Loughborough Road/Cademan Street</i>					
2.6	Grass Areas					
	Mow General Grass Areas	256.79	Sm	14		
2.16	Maintain Bench	1	item	1		
2.5	Weed spraying					
	Apply Residual Herbicide Fenceline	20.2	Lm	1		
2.7	Shrub Bed Maintenance					
	Fork Over Shrubbery	26.13	Sm	1		
	Prune Shrubs	26.13	Sm	1		
	Apply Granular Herbicide	26.13	Sm	1		
	Spot Treat W/- Residual Herb.	26.13	Sm	2		
2.4	Pick Litter	282.92	Sm	52		
2.4	Rake Up Leaves	52.13	Sm	2		
2.8	Hedge Maintenance					
	Hedge Cut Using Hand Shears	3.32	Lm	2		

WPC 015	North Street					
2.6	Grass Areas					
	Mow General Grass Areas	518.75	Sm	14		
2.4	Pick Litter	518.75	Sm	52		
2.4	Rake Up Leaves	52	Sm	2		
2.5	Weed spraying					
	Apply Residual Herbicide Fenceline	21	Lm	1		
WPC 017	Swannymote Rd Woodland					
2.6	Grass Area					
	Mow General Grass Area	60	Sm	14		
2.4	Pick Litter	60	Sm	52		
2.4	Rake Up Leaves	60	Sm	2		
WPC 018	Thornborough Road grassed area (opp college)					
2.6	Grass Areas					
	Mow General Grass Areas	2062	Sm	14		
2.4	Pick Litter	2062	Sm	52		
2.4	Rake Up Leaves	206	Sm	2		
2.5	Weed spraying					
	Apply Residual Herbicide Fenceline	9.89	Lm	1		
	Apply Granular Herbicide	40	Sm	1		
2.16	Maintain Benches	1	Items	1		
WPC 019	Grace Dieu Road, Carr Hill Rock.					
2.6	Grass Areas					
	Mow General Grass Area	8939	Sm	12		
2.4	Empty & Maintain Litter Bin	1	Items	52		
WPC 020	Howe Road					
2.6	Grass Areas					

	Mow General Grass Areas	563.77	Sm	14		
2.5	Weed spraying					
	Apply Residual Herbicide Fenceline	9	Lm	1		
2.7	Shrub Bed Maintenance					
	Fork Over Shrubbery	87.13	Sm	1		
	Prune Shrubs	87.13	Sm	1		
	Apply Granular Herbicide	87.13	Sm	1		
	Spot Treat W/- Residual Herb.	87.13	Sm	2		
2.4	Pick Litter	650.9	Sm	52		
2.4	Rake Up Leaves	144.13	Sm	2		
WPC 021	<i>Elsdon Close</i>					
2.6	Grass Areas					
	Mow General Grass Areas	1221.18	Sm	14		
2.5	Weed spraying					
	Apply Residual Herbicide Fenceline	43.5	Lm	1		
2.7	Shrub Bed Maintenance					
	Fork Over Shrubbery	77.6	Sm	1		
	Prune Shrubs	77.6	Sm	1		
	Apply Granular Herbicide	77.6	Sm	1		
	Spot Treat W/- Residual Herb.	77.6	Sm	2		
2.4	Pick Litter	1298.78	Sm	52		
2.4	Rake Up Leaves	199.6	Sm	2		
WPC 023	<i>The Elms Public Open Spaces</i>					
2.6	Grass Cutting					
	Mow General Grass Areas	143.98	Sm	12		
2.4	Pick Litter	143.98	Sm	52		
2.4	Rake Up Leaves	15	Sm	2		
2.5	Weed spraying					
	Apply Residual Herbicide Fenceline	28.1	Lm	1		
2.11	Play Area Inspection					

	Weekly Site Inspection	1	Occ	52		
	Sweep Play Area	40	Sm	52		
	Empty Litter Bin	1	Item	52		
	Annual Lump Sum Maintenance Cost	1	site	1		
	Annual Insurance Inspection	1	site	1		
	Monthly Equipment Inspection	1	Item	12		
2.16	Maintain Bench	1	item	1		
WPC 024	Whitwick Park					
2.6	Grass Cutting Areas					
	Box Mow Areas	2000	Sm	28		
2.6	Grass Cutting Areas					
	Mow General Grass Areas Gang Mow	15112	Sm	17		
2.4	Rake Up Leaves	3511	Sm	2		
2.4	Sweeping Park Ranger Service	962	Lm	n/a	n/a	0.00
	Weed spraying					
2.5	Apply Residual Herbicide Fenceline	354	Lm	1		
2.7	Shrub Bed Maintenance					
	Prune Shrubs	2081.9	Sm	1		
	Apply Granular Herbicide	2081.9	Sm	1		
	Spot Treat W/- Residual Herb.	2081.9	Sm	2		
	Top Up Mulch, Wood Bark	2081.9	Sm	1		
2.7	Rose beds					
	Bud Search Prune Roses	36.4	Sm	1		
	Headback Roses By A Third	36.4	Sm	1		
	Deadhead/Desucker Roses	36.4	Sm	6		
	Apply Fungicide	36.4	Sm	2		
	Apply Insecticide	36.4	Item	1		
	Hand Fork Beds	36.4	Sm	1		
	Apply Farm Yard Manure	36.4	Sm	1		
	Apply Granular Fertiliser	36.4	Sm	2		
	Apply Granular Herbicide	36.4	Sm	1		
	Spot Treat W-Residual Herbicide	36.4	Sm	2		
2.8	Hedge Maintenance Park Ranger Service	355	Lm	n/a	n/a	0.00
2.9	Seasonal Bedding					
	Remove Spring Bedding	146.97	Sm	1		
	Remove Summer Bedding	146.97	Sm	1		

	Plant Spring Bedding	146.97	Sm	1		
	Plant Summer Bedding	146.97	Sm	1		
	Deadhead Summer Bedding	146.97	Sm	4		
	Single Dig	146.97	Sm	1		
	Trample & Rake Beds	146.97	Sm	2		
	Spread Farm Yard Manure	146.97	Sm	2		
	Apply Granular Fertiliser	146.97	Sm	2		
	Herbicide	146.7	Sm	2		
2.17	Bowling Green Maintenance					
	Mow Bowling Green	Green	1	100		
	Mow Banks & Top	Green	1	27		
	Mow Off Bent Grasses	Green	1	2		
	Roll Bowling Green	Green	1	2		
	Drag Brush	Green	1	100		
	Renovate Bowling Green	Green	1	1		
	Overseed Bowling Green	Green	1	1		
	Clear Out Gulleys	Green	1	1		
	Top Up Gully	Green	1	1		
	Paint Gully Boards	Green	1	1		
	Paint Rink Markers	Green	1	1		
	Posn Gully Pegs Etc	Green	1	1		
	Remove/Collect Gully Pegs Etc	Green	1	2		
	Light Scarify Areas	Green	1	2		
	Heavy Scarification	Green	1	2		
	Apply Selective Herb.	Green	1	1		
	Solid Tine Slitting	Green	1	1		
	Hollow Tine	Green	1	1		
	Apply Wormkiller / Fungicide	Green	1	2		
	Apply Mosskiller	Green	1	1		
	Half Moon Edge	Green	1	1		
	Apply Fertiliser	Green	1	1		
	Irrigate Grass Areas	Green	1	8		
	Trott Grass Edges	Green	1	27		
	Remove Leaves	Green	1	2		
2.11	Play Area Inspection Park Ranger Service	Site	site	n/a	n/a	0.00
2.11	Skate Park Inspection Park Ranger Service	Site	site	n/a	n/a	0.00
2.11	Workout 14 + Zone Inspection Park Ranger Service	Site	Site	n/a	n/a	0.00

2.11	Workout Childrens Area Inspection Park Ranger Service	Site	Site	n/a	n/a	0.00
2.15	Pavilion/Toilet Cleansing Park Ranger Service	2 sites	site	n/a	n/a	0.00
2.14	Tennis Courts Park Ranger Service	2 courts	court	n/a	n/a	0.00
2.4	Maintain Litter Bin Park Ranger Service	9 no.	1	n/a	n/a	0.00
2.4	Litter Picking Park Ranger Service	23360	Sm	n/a	n/a	0.00
2.16	Maintain Bench	17 no.	1	n/a	n/a	0.00
2.19	Opening and Closing of Gates Park Ranger Service	11 no.	site	n/a	n/a	0.00
WPC 025	Parsonwood Hill Rec					
	Grass Areas					
2.6	Mow General Grass Areas Gang Mow	7866.67	Sm	17		
2.5	Weed spraying					
	Apply Residual Herbicide Fenceline	80.89	Lm	1		
2.7	Shrub Bed Maintenance					
	Fork Over Shrubbery	62.07	Sm	1		
	Prune Shrubs	62.07	Sm	1		
	Apply Granular Herbicide	62.07	Sm	1		
	Spot Treat W/- Residual Herb.	62.07	Sm	2		
2.4	Pick Litter	7928.7	Sm	52		
2.4	Rake Up Leaves	793	Sm	2		
WPC 028	North Street (historical)					
2.6	Grass Areas					
	Mow General Grass Areas	311.94	Sm	14		
2.4	Pick Litter	311.94	Sm	52		
2.4	Rake Up Leaves	32	Sm	2		
2.5	Weed spraying					

	Apply Residual Herbicide Fenceline	15	Lm	1		
WPC 030	Thornborough Road Allotments					
2.8	Hedge Maintenance					
	Hedge Cut Using Hand Shears	265	Lm	2		
2.8	Tractor Mounted Hedge Cutting					
	Hedge Cut Tractor Mounted	80.67	Lm	1		
WPC 022	Railway Station Building					
2.5	Apply Herbicide	Site	1	1		
WPC 032	Community Parish Office					
2.5	Apply Herbicide	Site	1	1		
	VARIOUS LOCATIONS					
2.10	Floral Displays/Concrete Planters (3 planters are situated on the corner of Silver Street and 2 are situated outside Zig Zagz hairdressers on Silver Street).					
	Clear, Prepare and Plant Planters	5	1	2		
	Maintain Floral Displays	5	1	32		
2.10	Floral Display Boxes (Situated on Talbot Lane, Oaks Road, Leicester Road, Hall Lane, Thornborough Road and Spring Lane).					
	Clear, Prepare and Plant Boxes	7	1	2		
	Maintain Floral Displays	7	1	32		
2.16	Maintain Benches					
	Bench on Hall Lane, Whitwick (near to the Whitwick sign)	1	Item	1		
	Andy's Bench situated on Loughborough Road (opposite Swannymote Road).	1	Item	1		
	Grit Bins					
2.13	Replenish and maintain	13	Items	6		
2.16	Park Ranger Service	1	Annual	n/a	n/a	
	Annual Sum					

5.3 Day work Rates

Hourly rate for the provision of arboricultural services. Inclusive of all labour, machinery, materials, supervision, etc.

Activity	Normal hours rate	Outside normal hours rate		
		Monday to Friday	Saturday	Sunday and Bank Holiday
Arboricultural work				
General Grounds Maintenance excluding grass cutting				

5.4 VAT

The price inserted on the form of tender must be based on rates that exclude Value Added Tax.

6.0 Contract Variation Form

Please detail below all matters (Technical, Commercial or Contractual) where you are unable to comply with the requirements laid down in the Invitation to Tender documentation. Sequentially number each point in the first column for ease of reference. If required, take copies of this blank form for additional points of non-compliance.

TENDERER:

PAGE _____ OF _____

Section of Tender Document	Area of Non-Compliance	Extent of Non-Compliance / Alternative Proposal

Signed	
Print Name	
Dated	
Job Title	
Company Name	

7.0 Tender Form

I/we the undersigned hereby offer to supply in accordance with the Customer's Tender documentation (Terms and Conditions of Contract, Instructions to Tenderers, Specification, Commercial Questionnaire and Variation from Contract Terms Form) the services specified to the satisfaction of your duly authorised representatives.

Signed	
Print Name	
Dated	
Job Title	
Company Name	
Address	
Telephone No.	
Fax No.	

8.0 Certificate that the Tender is Bona Fide

In recognition of the principle that the essence of selective tendering is that Whitwick Parish Council shall receive bona fide competitive tenders from all those tendering **WE CERTIFY THAT:**

- 1 The Tender submitted herewith is a bona fide tender, intended to be competitive.
- 2 We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person.
- 3 We have not done and we undertake that we will not do at any time before the hour specified for the return of the Tender any of the following acts:
 - (a) Communicate to any other person other than the persons calling for these tenders the amounts or approximate amount of the proposed Tender (except where disclosure, in confidence, of the approximate amount of the Tender is essential to obtain insurance premium quotations required for the preparation of the Tender);
 - (b) Enter into any agreement with any person that he shall refrain from tendering or as to the amount of any tender to be submitted; and
 - (c) Offer or pay or agree to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or having caused to be done in relation to any other tender or proposed tender any act or thing of the sort described above.

In this certificate:

- 1 "persons" includes any person or body or association or partnership corporate or unincorporated.
- 2 "any agreement or arrangement" includes any transaction of the sort described above, formal, or informal and whether legally binding or not.

Signed _____ (as in Form of Tender)

Name _____

Date _____

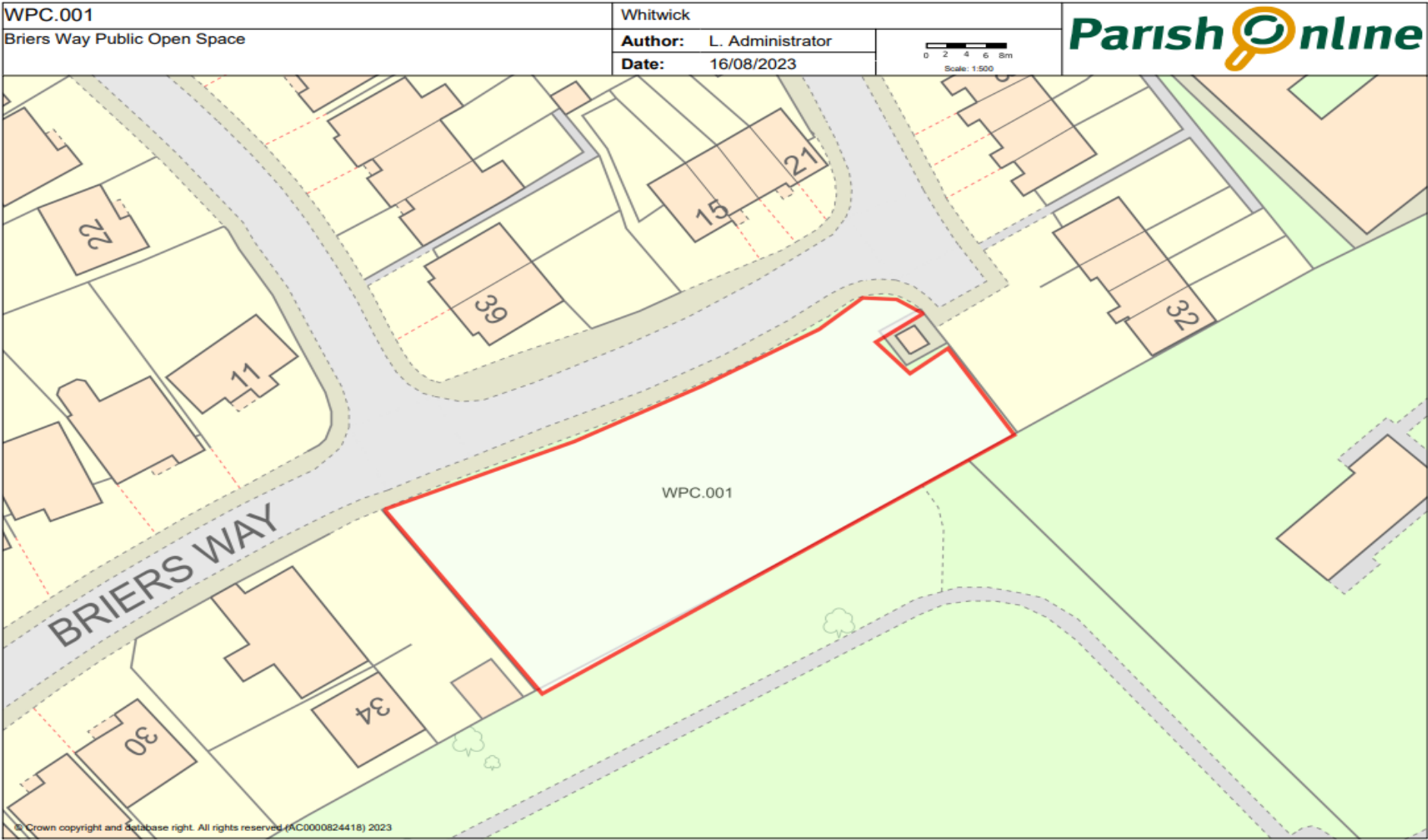
Company _____

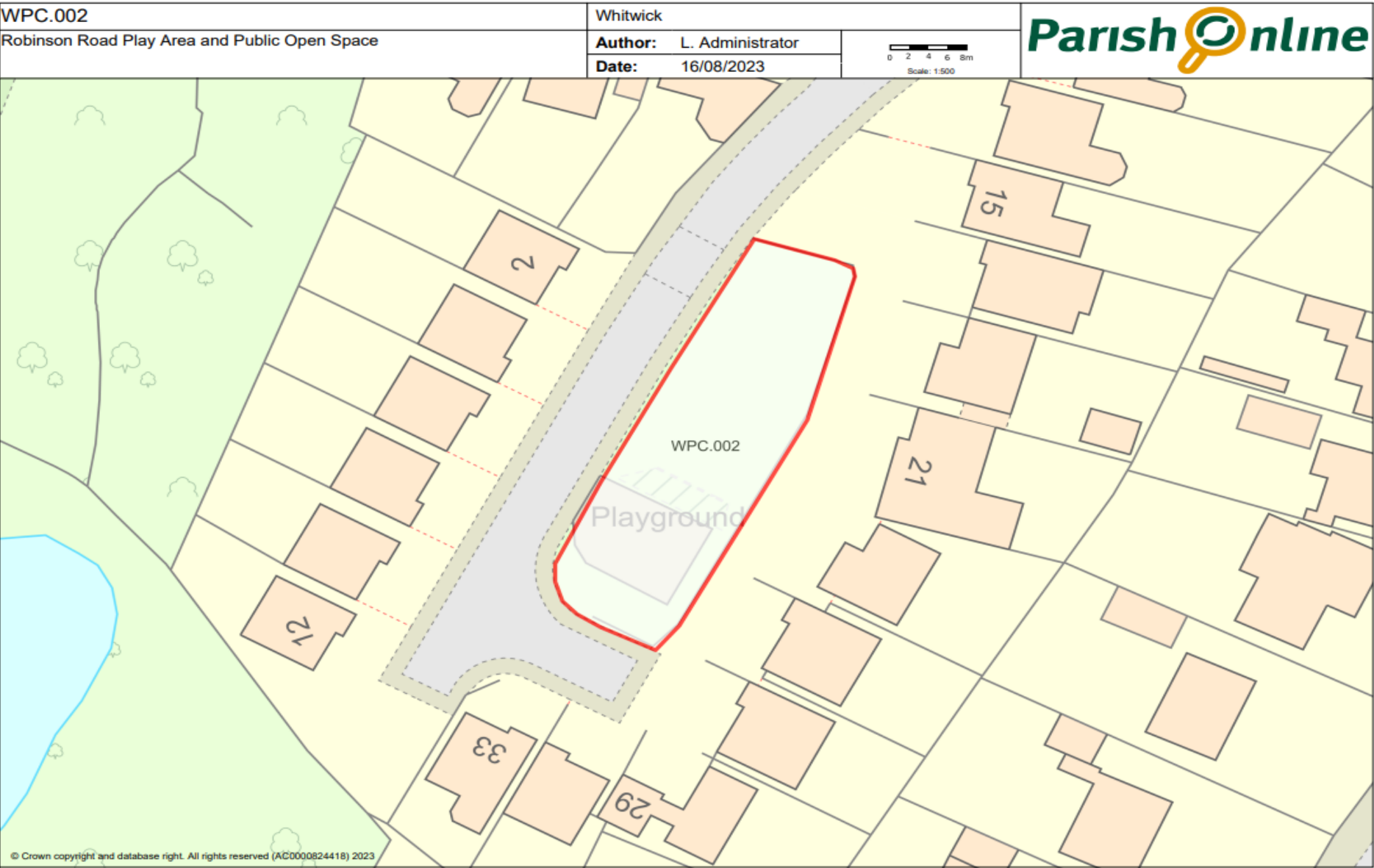
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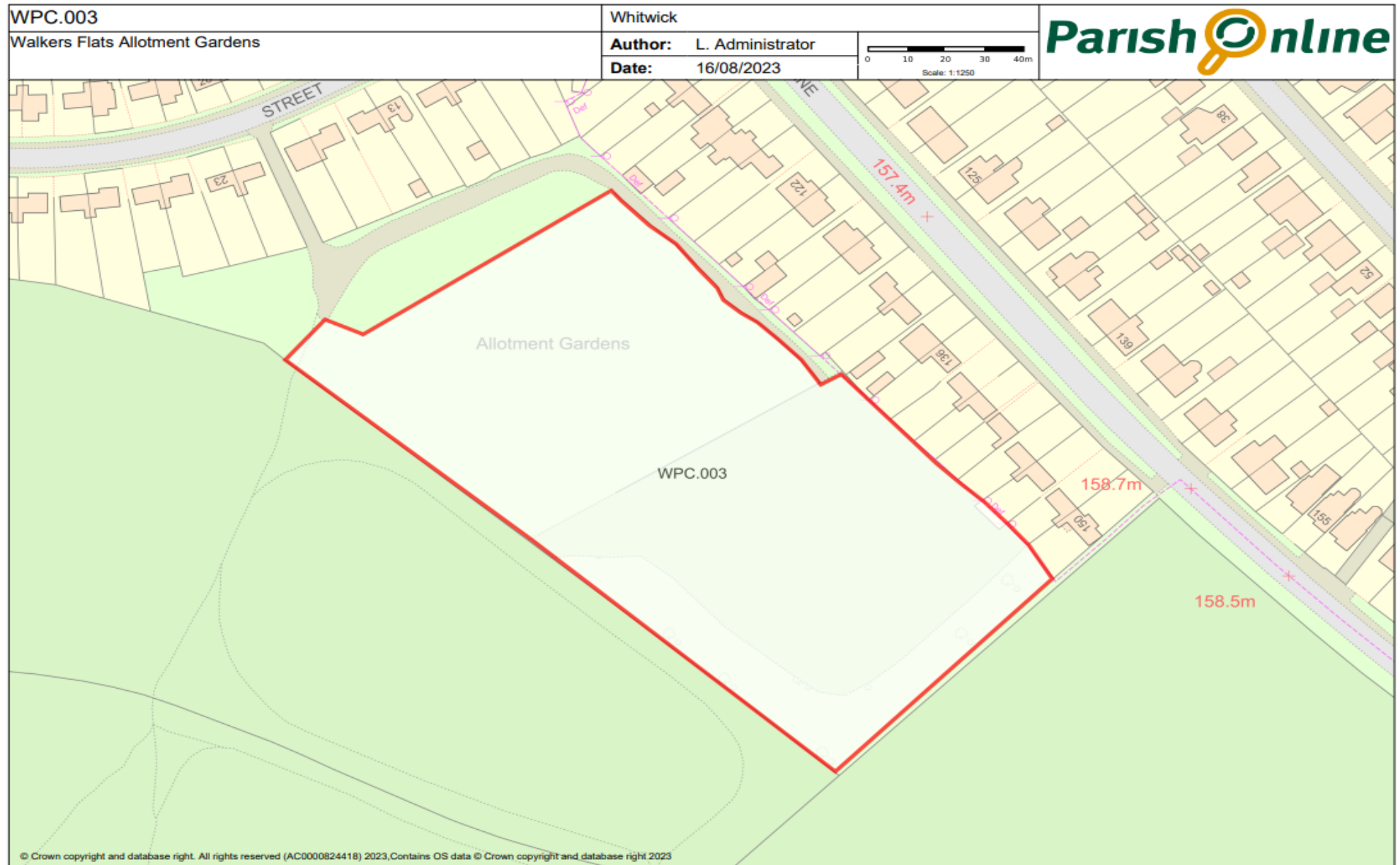
List of Accompanying Documents

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Appendix A Site Details







WPC.004

Land to the East of Hall Lane (off City of Dan) Public Open Space

Whitwick

Author: L. Administrator

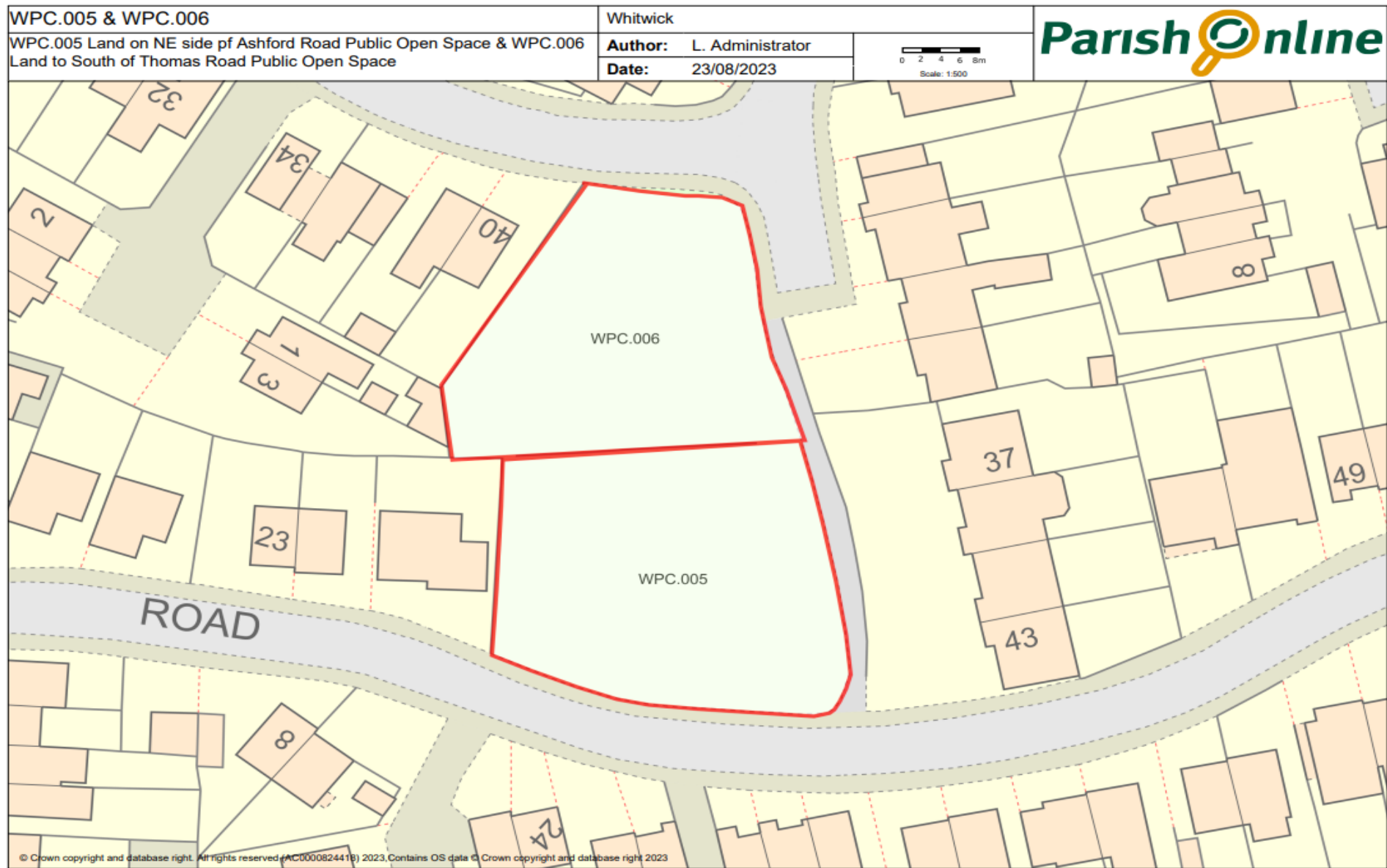
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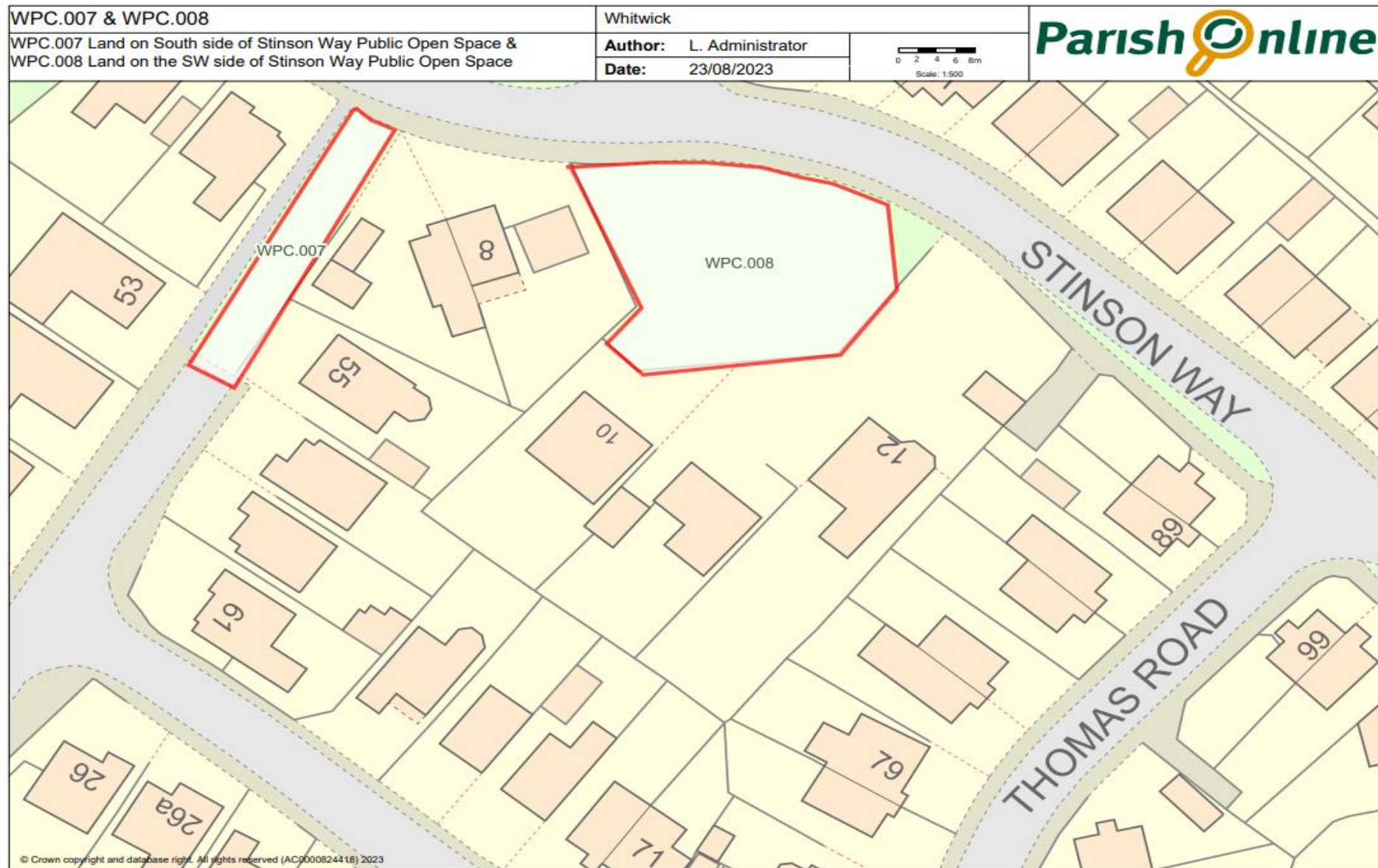


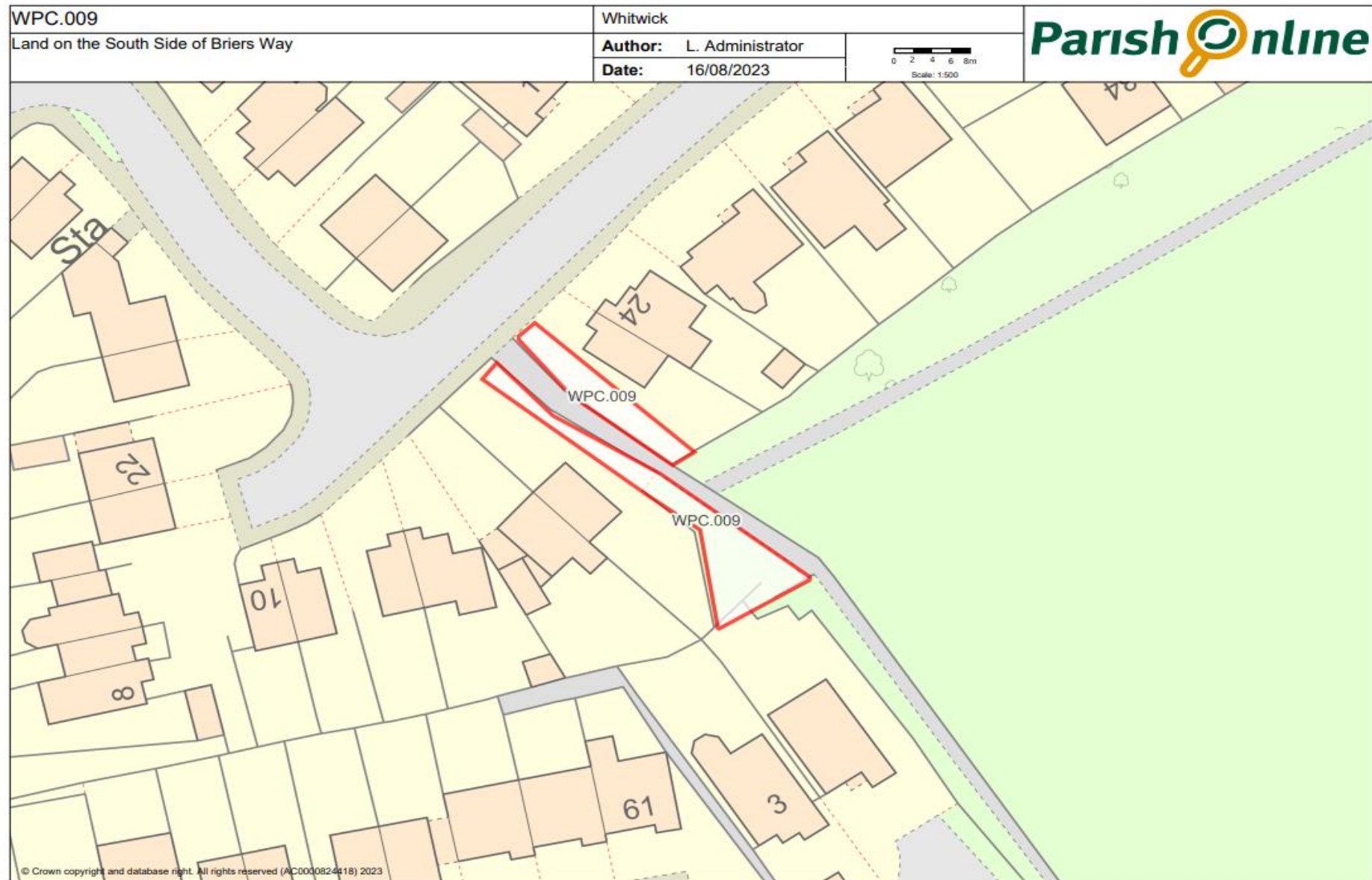
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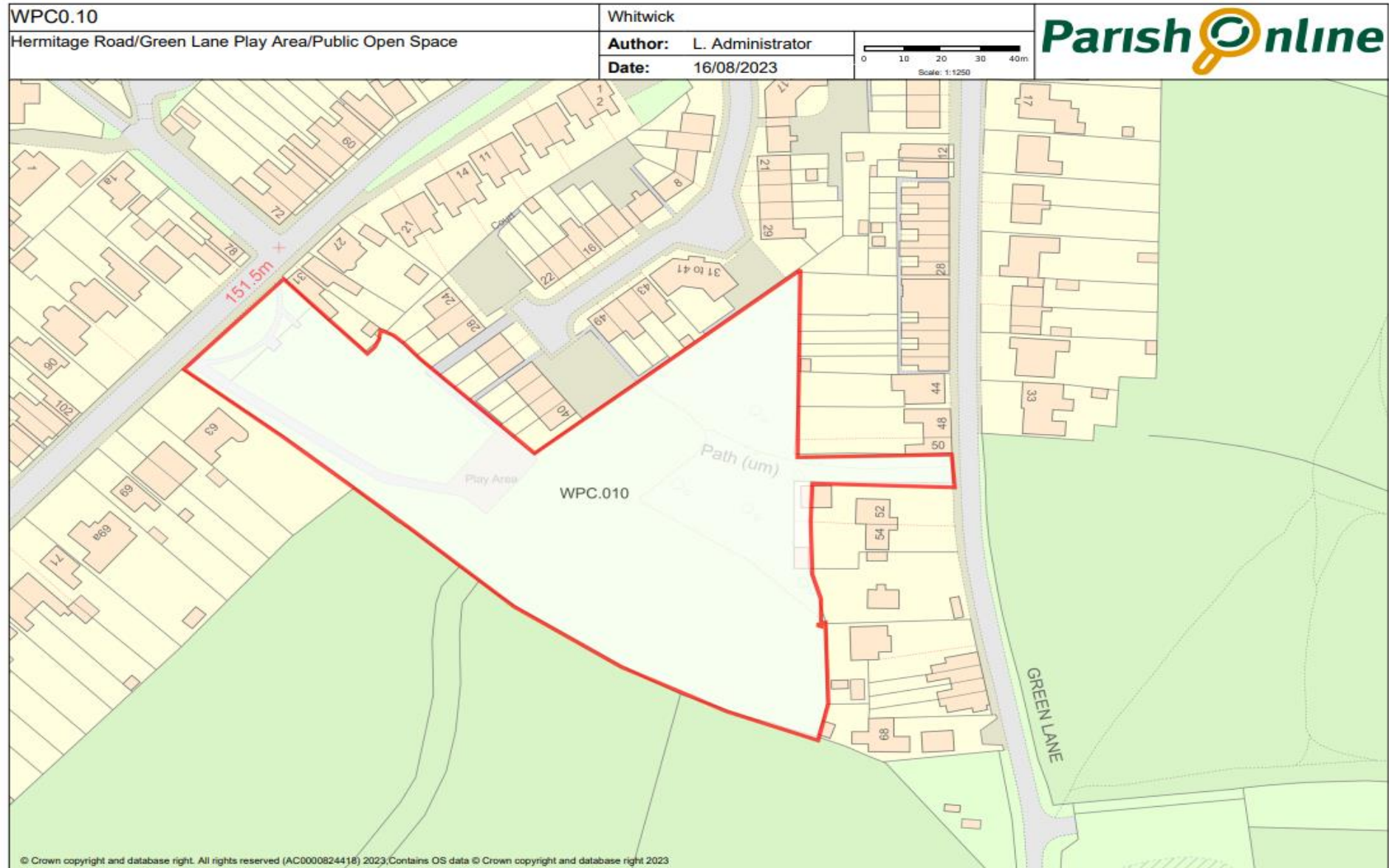


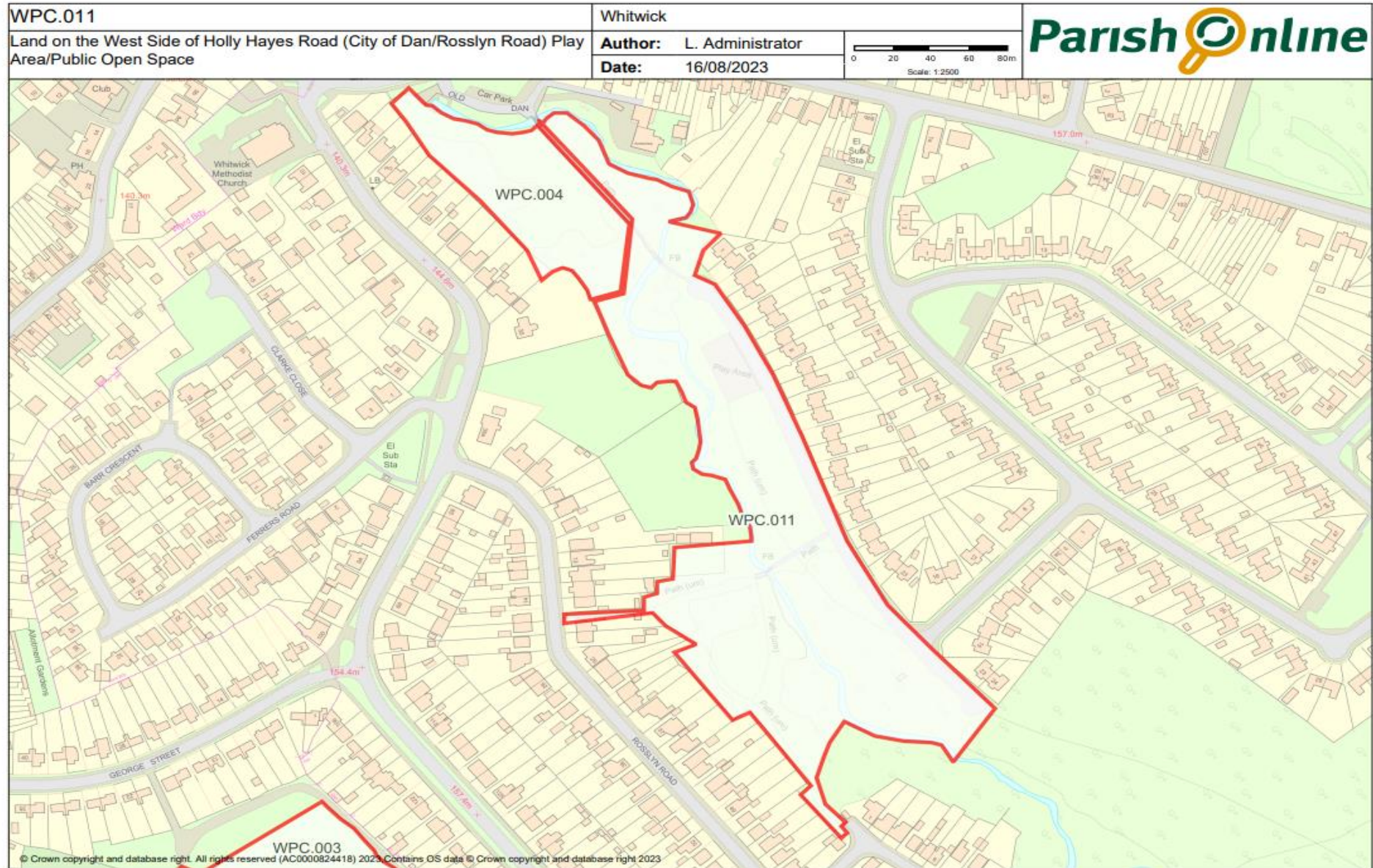
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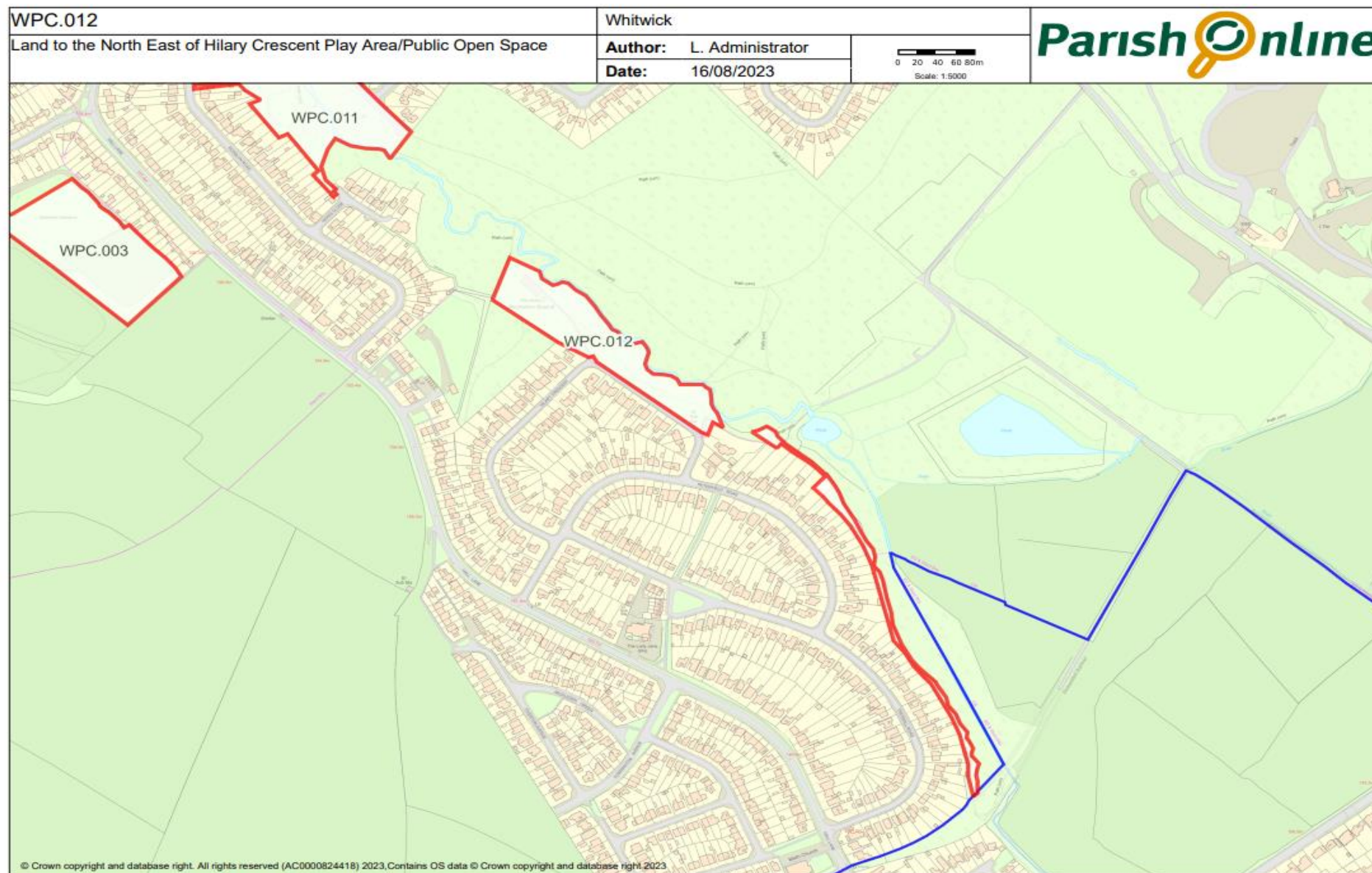


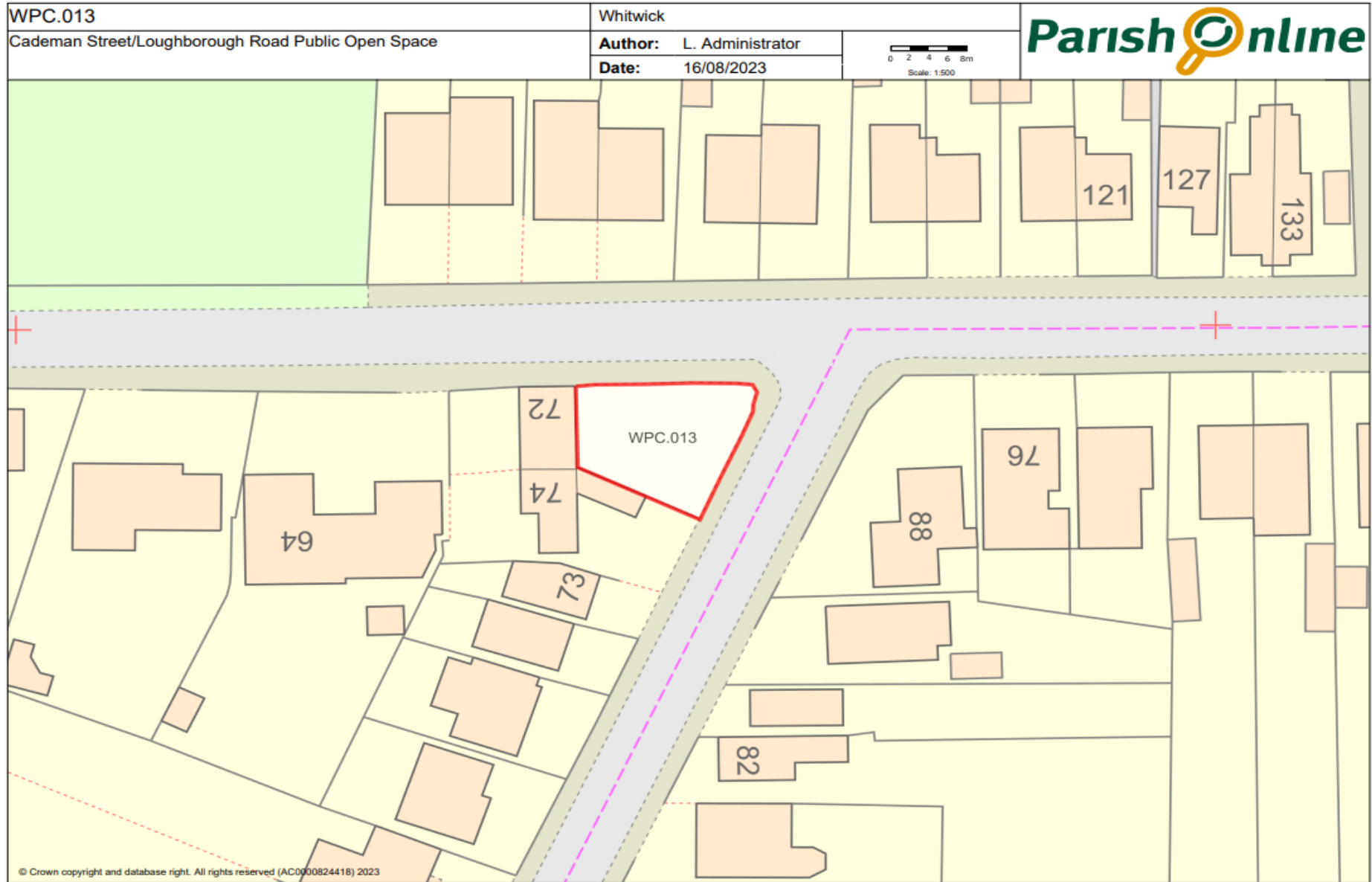


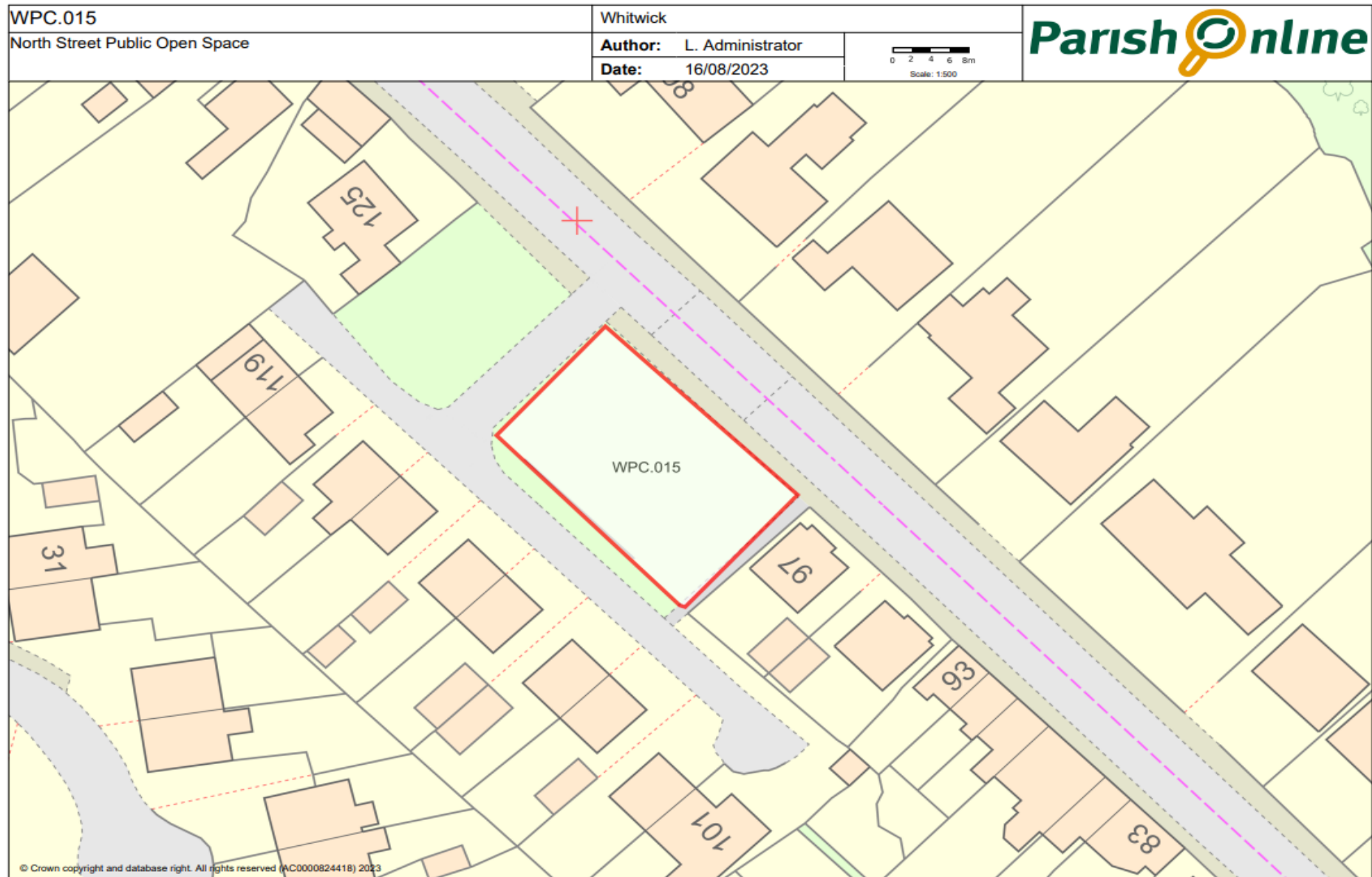


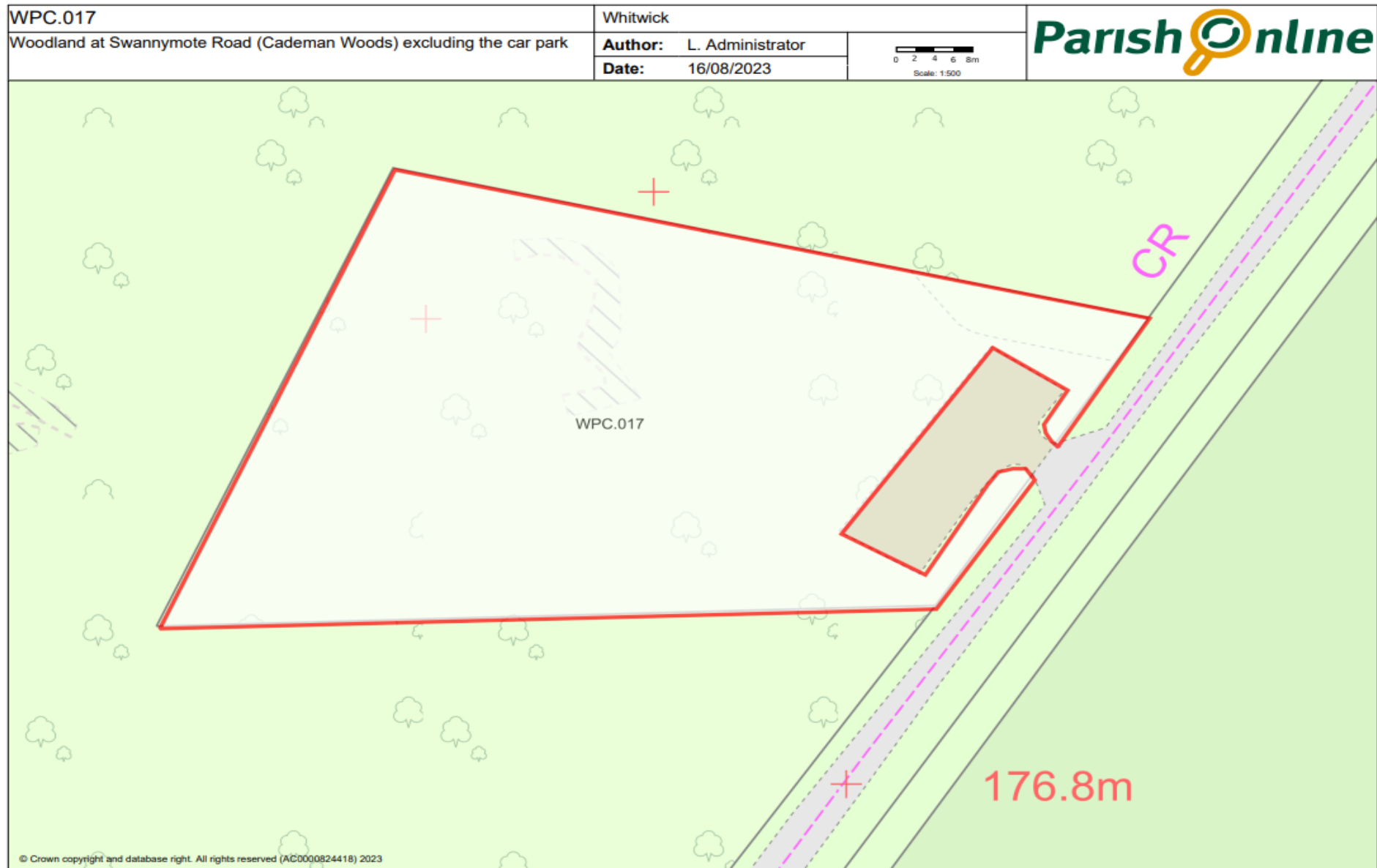


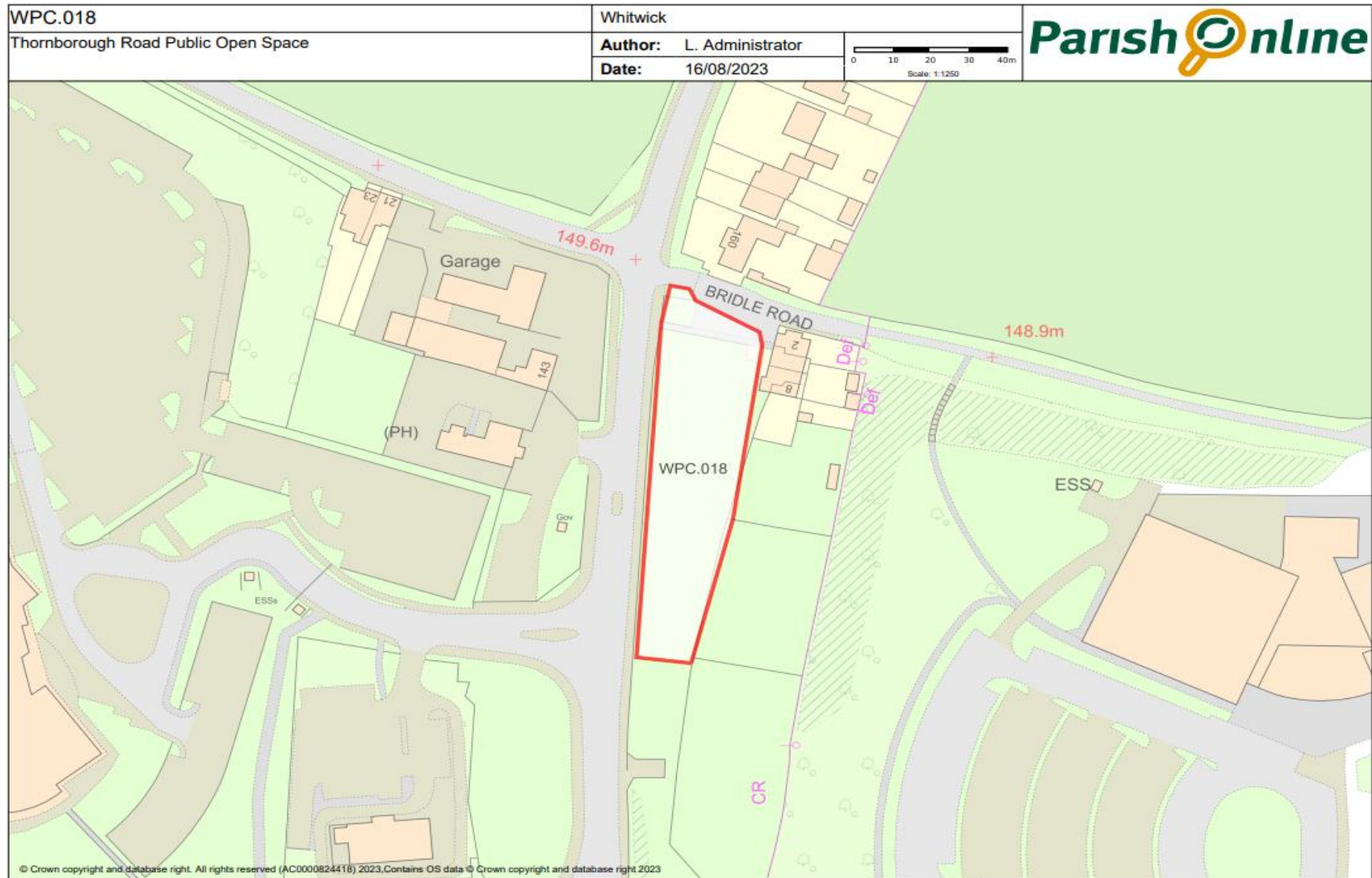












WPC.019

Land on the NE side of Grace Dieu Road (Car Hill Rock)

Whitwick

Author: L. Administrator

Date: 16/08/2023



Parish  **Online**



WPC.020

Land West of 2 Valley Road (Howe Road)

Whitwick

Author: L. Administrator

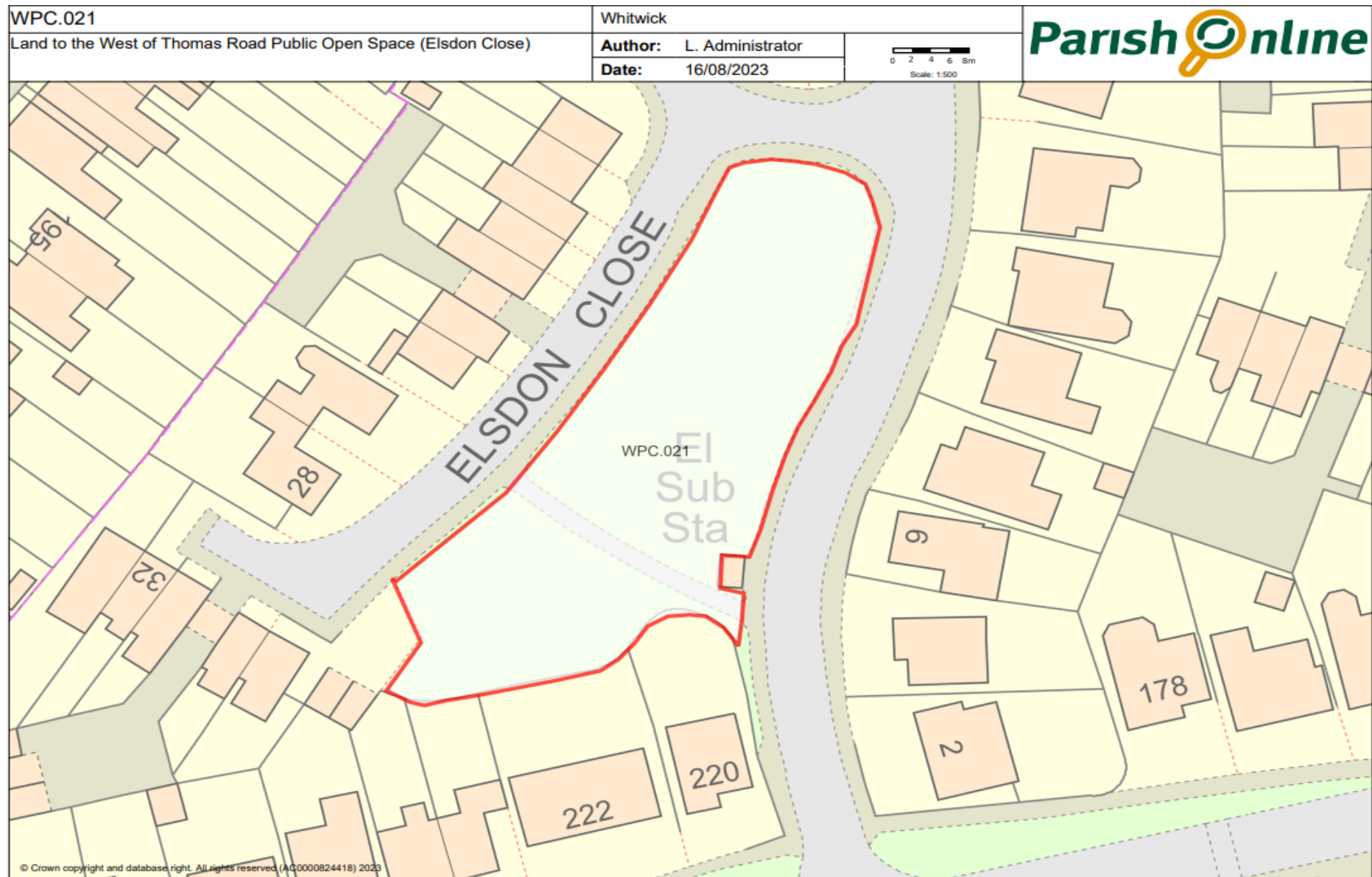
Date: 16/08/2023

0 2 4 6 8m
Scale: 1:500

ParishOnline



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WPC.022

Former Railway Station

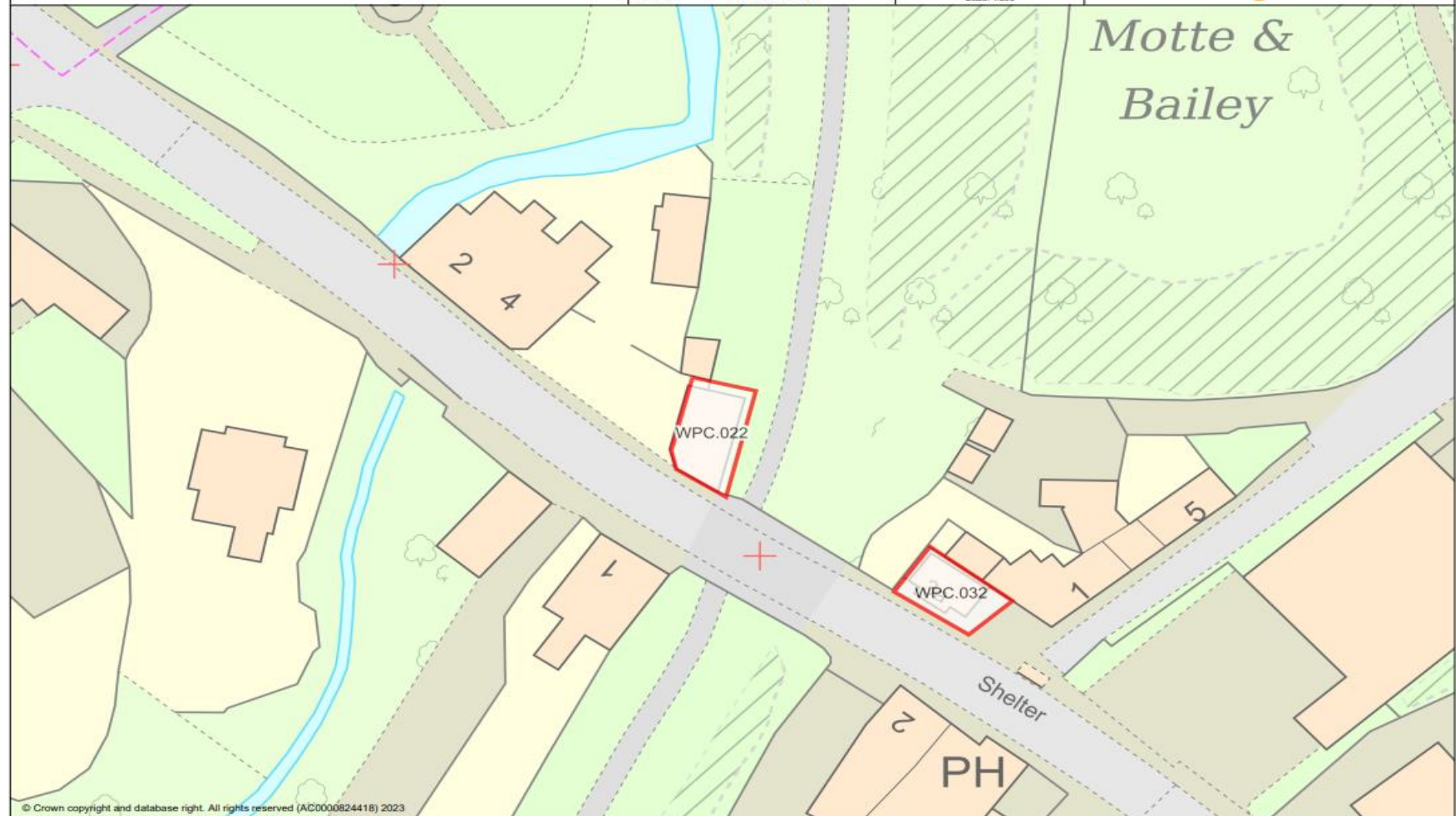
Whitwick

Author: L. Administrator

Date: 16/08/2023

0 2 4 6 km
Scale: 1:500

ParishOnline



WPC.023

Zoom out (Ctrl+Minus key)

The Elms Public Open Space

Author: L. Administrator

Date: 16/08/2023

0 2 4 6 8m
Scale: 1:500

ParishOnline



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WPC.024

Whitwick Park

Whitwick

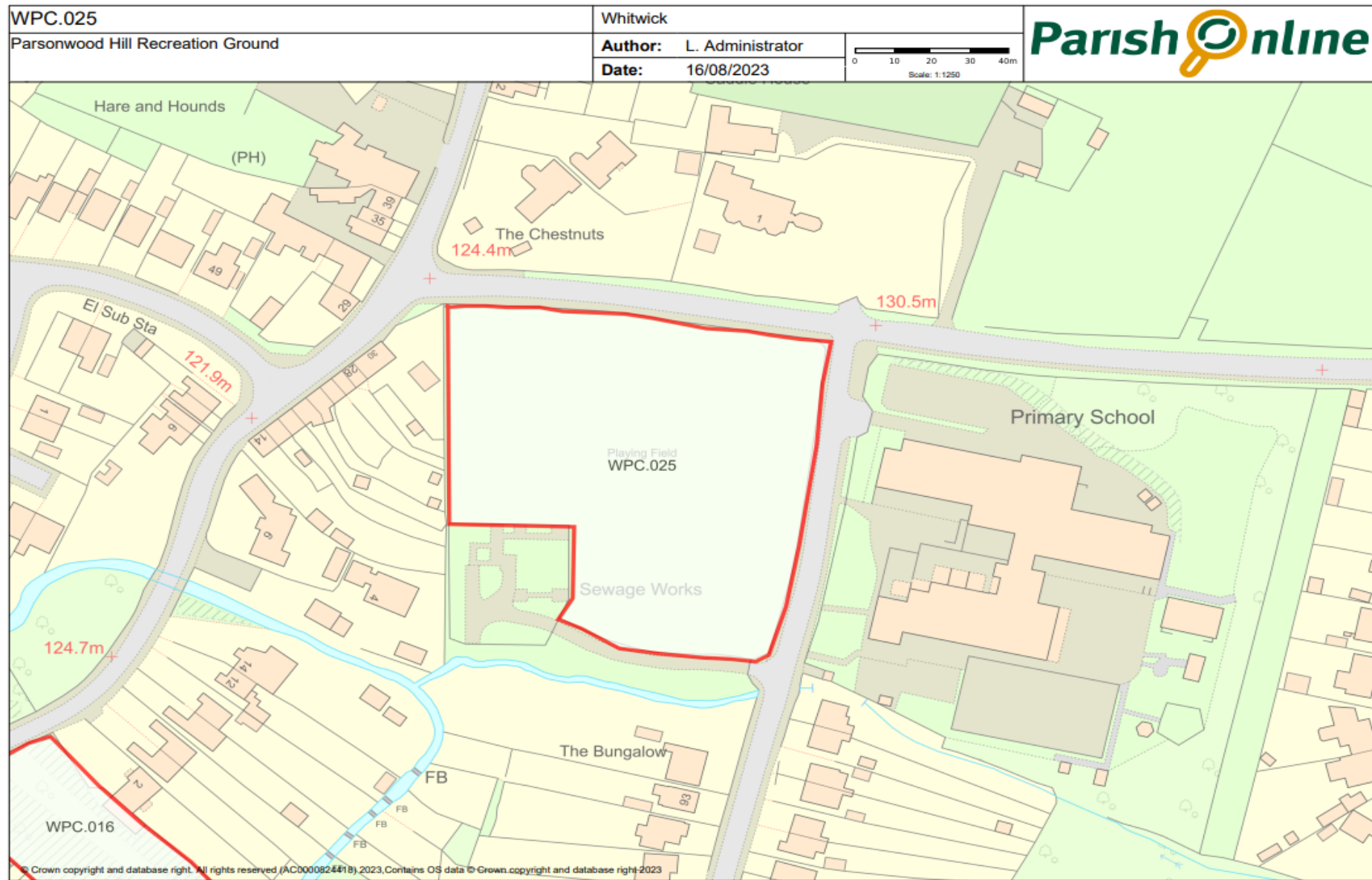
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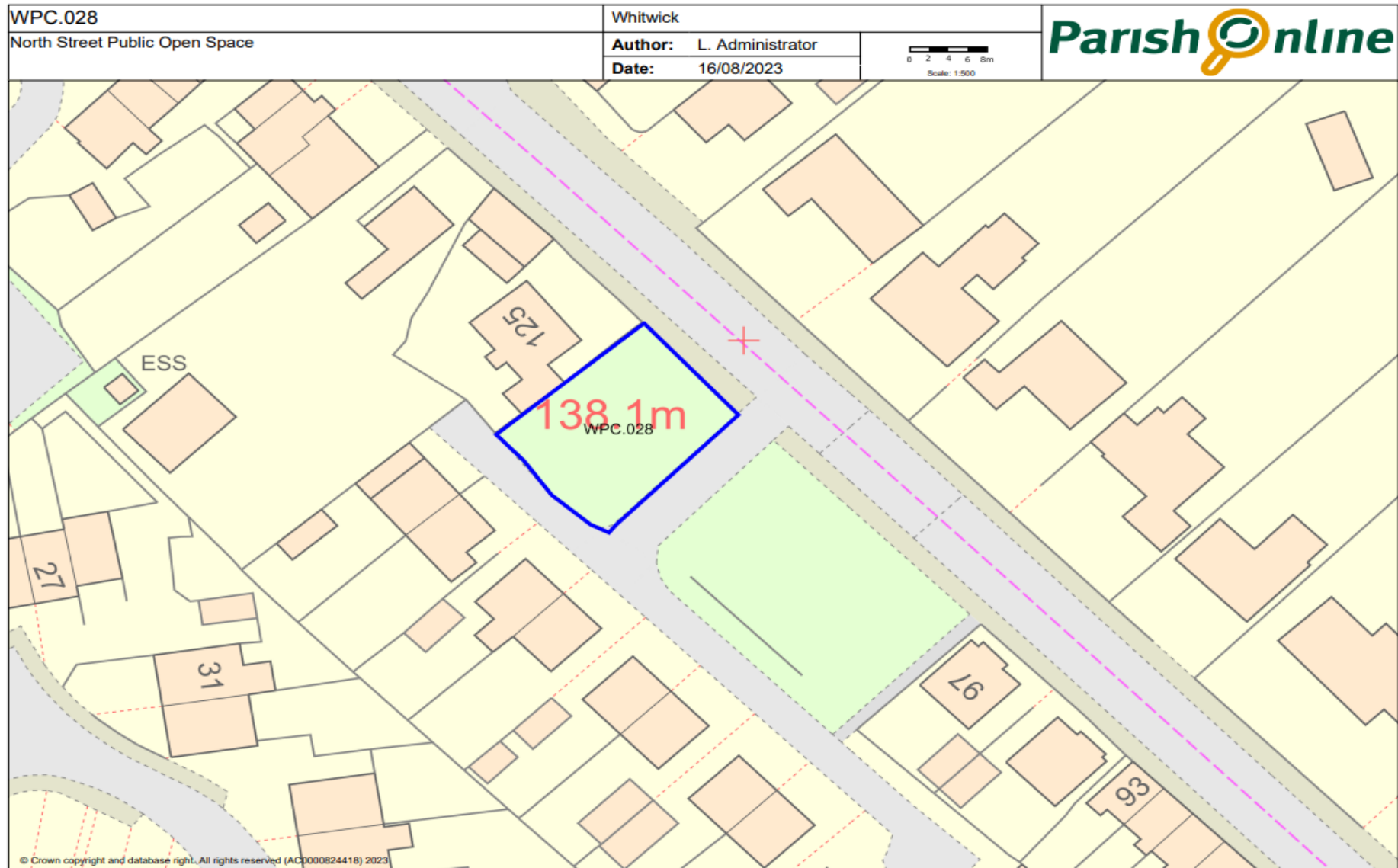
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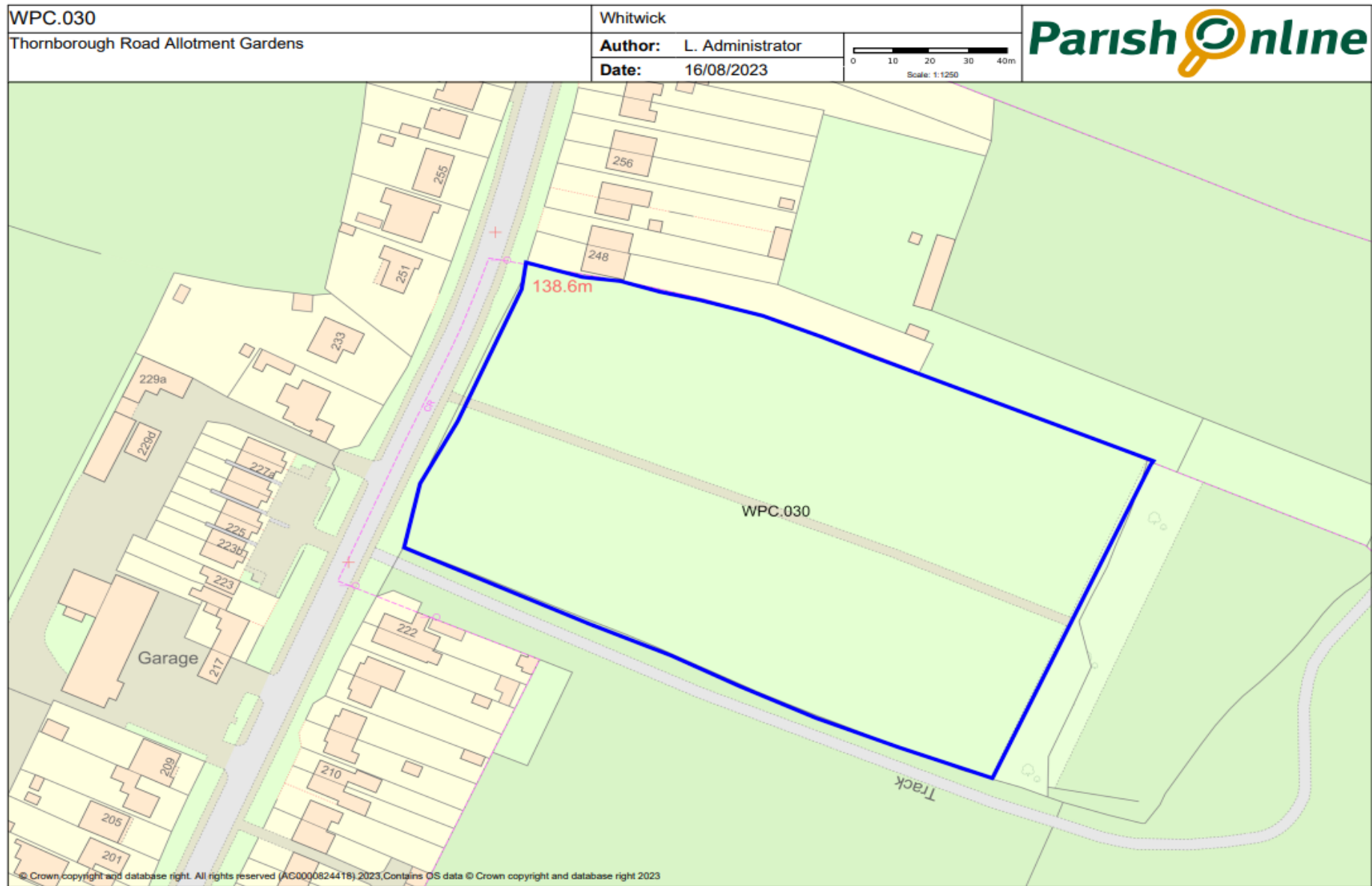
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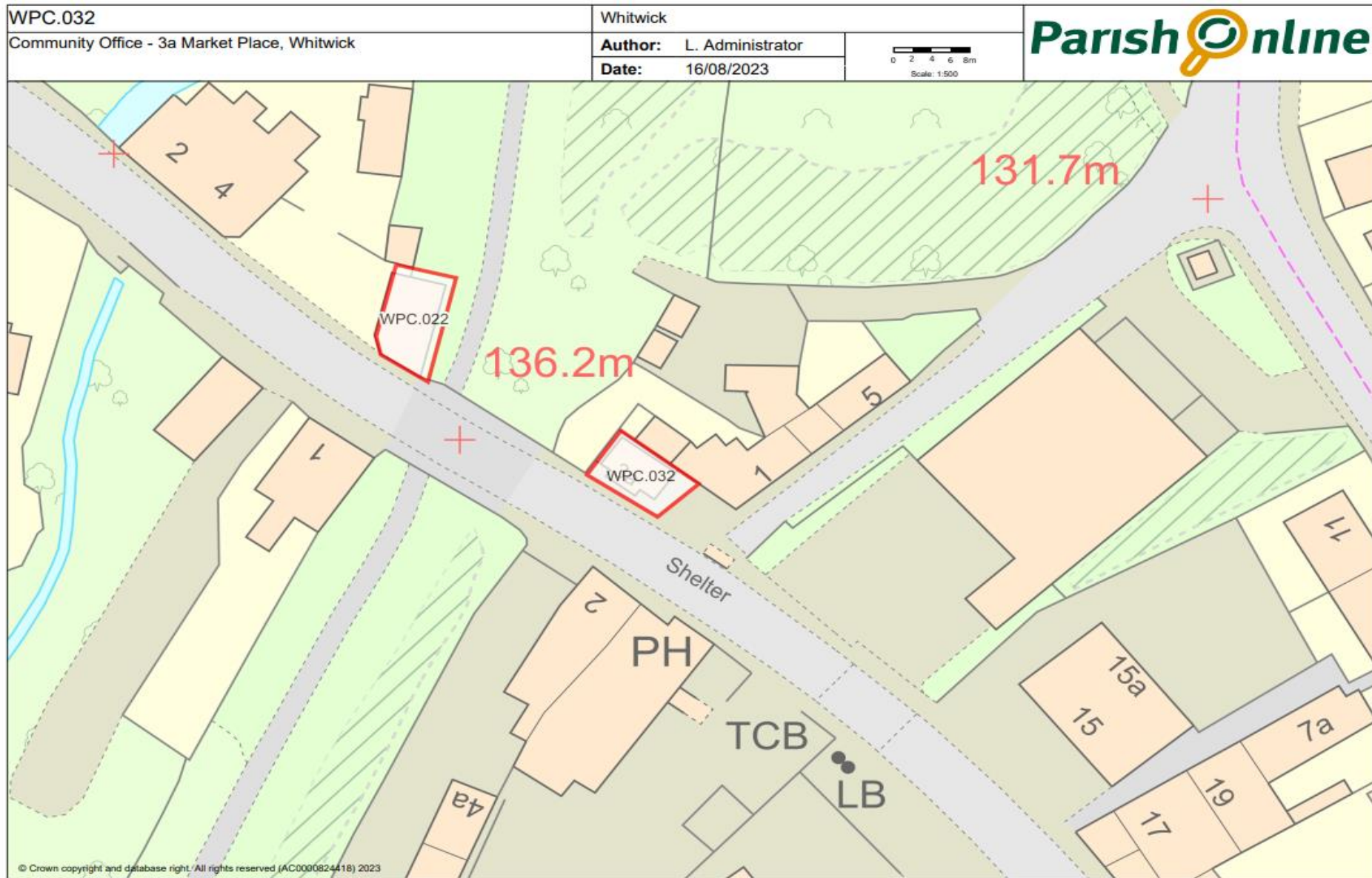
Parish  online











Appendix B - Whitwick Parish Council		ASSET REGISTER - AT 31 MARCH 2023	
<u>Description</u>		<u>Land Title No. or ID</u>	<u>Date of Acquisition from NWLDC</u>
<u>LAND IN THE PARISH COUNCIL'S OWNERSHIP:</u>			
WPC.001	Briers Way Public Open Space	LT456346	S.106 Transfer, 12 March 2014
WPC.002	Robinson Road Play Area and Public Open Space	LT458557	S.106 transfer, 28 March 2014
WPC.003	Walkers Flats Allotment Gardens	LT459819	Section 99 transfer, 19 May 2014.
WPC.004	Land to the east of Hall Lane (off City of Dan) Public Open Space	LT222936	Section 99 transfer, 19 May 2014.
WPC.005	Land on the north side of Ashford Rd Public Open Space	LT268143	Section 99 transfer, 19 May 2014.
WPC.006	Land to the south of Thomas Rd Public Open Space (1 plot)	LT293998	Section 99 transfer to WPC, 19 May 2014.
WPC.007	and land on south side of Stinson Way Public Open Space (1 plots)		
WPC.008	Land on the south west side of Stinson Way Public Open Space (1 plot)	LT254023	Section 99 transfer to WPC, 19 May 2014.
WPC.009	& land on the south side of Briers Way (2 areas)		
WPC.010	Hermitage Rd/Green Lane Play area/Public Open Space	LT459821	Section 99 transfer, 19 May 2014.
WPC.011	Land on west side of Holly Hayes Rd (aka City of Dan/Rosslyn Rd) Play Area/Public Open Space	LT396269	Section 99 transfer, 19 May 2014.
WPC.012	Land to the north east of Hilary Crescent Play Area/Public Open Space	LT396023	Section 99 transfer, 19 May 2014.
WPC.013	Land, Cademan Street /Loughborough Road Public Open Space	LT395087	Section 99 transfer, 19 May 2014.
WPC.015	North Street Public Open Space	LT169456	Section 99 transfer, 19 May 2014.
WPC.017	Woodland at Swannymote Road (Cademan Woods), excluding the car park	LT459813	Section 99 transfer, 19 May 2014.
	NB Car Park owned by NWLDC		
WPC.018	Thornborough Road Public Open Space	LT459810	Section 99 transfer, 19 May 2014.
WPC.019	Land on the north east side of Grace Dieu Road (Car Hill Rock)	LT395153	Section 99 transfer, 19 May 2014.

	NB Annual Licence historically issued - ceased on 31 March 2019.		
WPC.020	Land west of 2 Valley Road (Howe Road)	LT450968	Section 99 transfer, 19 May 2014.
WPC.021	Land to the west of Thomas Road Public Open Space (aka Elsdon Rd) Public Open Space	LT254015	Section 99 transfer, 19 May 2014.
WPC.023	The Elms Public Open Space	LT466112	S.106 transfer, 08/01/2015
OTHER MAINTAINED LAND:			
WPC.028	North Street Public Open Space	N/A	Land 'historically maintained' by NWLDC
WPC.030	Thornborough Rd Allotments	N/A	Subject to an annual lease, commencing 25/03/2015

BUILDINGS, PROPERTY AND STREET FURNITURE IN THE PARISH COUNCIL'S OWNERSHIP			
WPC.002	Robinson Road Play Area and Public Open Space		
	Swings - 2 cradle seats + 20 sq. m safety surface		
	Multi-unit with slides + 21 sq. m safety surface		27/03/2014
	Spring mobile rooster + 9 sq m safety surface		27/03/2014
	Turnstile + 5 sq m safety surface		27/03/2014
	Timber seat		27/03/2014
	Metal gate + pedestrian gate		27/03/2014
MISC.009	Steel Fencing 40m Bow Top replaced		18/04/2018
	Litter bin		27/03/2014
WPC.010	Hermitage Rd/Green Lane Play area/Public Open Space		
	Climbing frame - rota web + 30 sq m safety surface		
	Swings - 4 cradle seats + 40 sq m safety surface		
	Spring mobile - lion + 10 sq m safety surface		
	Multi-unit + 24 sq m safety surface		
	Rocker + 10 sq m safety surface		
	See saw - multi pondo + 17 sq m safety surface		
	Talk tubes		
	Bench with back rest		
	Bench with back rest		
MISC.008	Bench Streetmaster Design	NWLDC	15/07/2018
	10' galvanised farm gate inc posts(adjusted 2022)	DKH Const.	10/02/2022

	motor cycle barrier		
	metal removable bollard		
	2 plastic dog bins (red)		
	2 galvanised pedestrian guard rails		
	sign on metal post		
MISC.048	Thunder Inclusive 2m diam Roundabout + Install	Play & Leisure	01/12/2022
MISC.049	Inclusive Swingseat & Fixings	Play & Leisure	01/12/2023
MISC.050	Safety Surfacing 30m ²	Play & Leisure	01/12/2023
MISC.028	Kissing Gate/Railings,	DKH Const.	10/02/2022
	NB Footpath extended Jan.2022		
WPC.011	Land on west side of Holly Hayes Rd (aka City of Dan/Rossllyn Rd)Play Area/Public Open Space		
MISC.045	Thunder Inclusive 2m diam Roundabout + Install	Play & Leisure	01/12/2022
MISC.046	Inclusive Swingseat & Fixings	Play & Leisure	01/12/2023
MISC.047	Safety Surfacing 30m ²	Play & Leisure	01/12/2023
	Swings - 2 cradle seats + 20 sq m safety surface		
	Spring mobile - motorbike + 8 sq m safety surface		
	Multi-unit + 30 sq m safety surface		
	Swings - 4 flat seats + 40 sq m safety surface		
	Turnstile + 5 sq m safety surface		
WPC.012	Land to the north east of Hilary Crescent Play Area/Public Open Space *30year Structural Failure guarantee Certificate 4318/2021		
	Swings - 4 flat seats + 40 sq m safety surface	Play & Leisure	Refurb only
	Goal post		
MISC.031	Mountain Fairfield Junior Multiplay	Play & Leisure	29/07/2021
MISC.032	Octopus Seesaw		
MISC.033	Ladybird Springer		
MISC.034	Dish Roundabout		
MISC.035	Chainwalk		
MISC.036	Burmah Bridge		
MISC.037	Incline Balance Beam		
MISC.038	Make It Rain Sensory Play		
MISC.039	Stepping Pods 200mm x3 & 400mm x2		
MISC.040	Cambridge Picnic Table with wheelchair access		
MISC.041	Wetpour Safety Surfacing		
MISC.042	48m ² Footpath & Anti vehicle gate	DKH Const.	17/04/2022
	Information sign		

	Dog bin		
WPC.023	The Elms Public Open Space		
	Bench		08/01/2015
	Child's squirrel seat		08/01/2015
	Litter bin		08/01/2015
WPC.003	Walkers Flats Allotment Gardens		
MISC.010	Steel gate 5m and post	NWLDC	01/12/2018
	110m timber knee rail	Partial Theft 2021	
WPC.004	Hall Lane		
	Flagpole and 3 flags		06/11/2020
	sign on 2 posts		
WPC.013	Loughborough Road/Cademan Street		
	Gregory seat		
WPC.018	Thornborough Road		
	178m timber knee rail		
WPC.019	Car Hill Rock		
	12' farm field gate with timber posts		
	double galvanised field gate with posts		
	3' high drystone (retaining) wall at front - 84 m		
	3' high drystone (boundary) wall at 2 sides x 80m		
MISC.022	Wooden picket boundary fencing 190metres	SJ Smith Services	15/02/2021
MISC.030	Litter Bins Green	JR Landsc.	07/05/2021
WPC.020	Valley Road/Howe Road		
	timber knee rail - 87m		
WPC.021	Elsdon Close		
	timber fence rail - 42m		

CHARITY LAND AND PROPERTY

WPC.024	Whitwick Park, North Street LE67 5HB		Section 99 transfer, 19 May 2014.
	Held in Trust on behalf of the King George V charity (TPO on site)		

WPC.024/1	Park Hall, in Whitwick Park (former Youth Club)	Built in 2008	Lease surrendered 01 April 2015
WPC.024/2	Pavilion, Whitwick Park		
WPC.024/3	Toilets & Rangers' Office, Whitwick Park		
WPC.024/4	Garage and Outbuildings		
WPC.025	Parsonwood Hill recreation ground	LT459825	Section 99 transfer, 19 May 2014.
	Held in Trust on behalf of the King George V charity (part site only)		
WPC.024	Whitwick Park Play Equipment		
	Multi-Unit + 40 sq m safety surface		
	Moulded Spring Mobile - elephant (replaced camel) + 8 sq m safety surface		
	Moulded Spring Mobile - bike (replaced donkey) + 8 sq m safety surface		
	Turnstile (sep.entry for surfacing)	R	
	Roundabout - Supanova (sep.entry for surfacing)		
MISC.011	Repl. Safety Surfacing (Supanova 36m ² , Turnstile 5m ²)	08/10/2018 Streetscape	1
	Climbing frame - pyramid + 29 sq m safety surface		
MISC.019	Orbit Inclusive Access Roundabout and Surfacing (donation towards purchase)	25/03/2020 Playdale	1
	Rocking horse + 20 sq m safety surface		
	Swings (2 bay) + 40 sq m safety surface		
	21 sq m safety surface (former site for slide-removed 2015)		
	Agility multi-unit + 40 sq m safety surface		
	Swings - 3 flat + 20 sq m safety surface		
	Multi-Unit with slide + 21 sq m safety surface		
	2 Square goal posts (no nets)		
	Youth shelter		
	Skate Park		
	High Quarter Pipe		
	Low Quarter Pipe		
	Grind Rails		
	High Jump Box		
	Driveway		
	Workout 14+ Zone		
	Cycle bike	01/06/2015	
	Skier	01/06/2015	
	Chest press / pull down combi unit	01/06/2015	
	Sit up bench	01/06/2015	
	Hand bike stem	01/06/2015	

	Freestanding sign	01/06/2015	
	Ecotumble surfacing	01/06/2015	
	Workout Children's Area		
	Bigfoot crossing	01/06/2015	
	Clatter bridge	01/06/2015	
	Log run	01/06/2015	
	Circular net climber	01/06/2015	
	Octagon net deck and 8 legs	01/06/2015	
	5 Rubber stepping posts	01/06/2015	
	Ecotumble surfacing	01/06/2015	
	Misc	NWLDC ID	
1	Bench with backrest	20	
1	Bench with backrest	14	
1	Bench with backrest	18	
1	Bench with backrest	17	
1	Bench with backrest	13	
1	Bench with backrest	26	
1	Bench with backrest	22	
1	Bench with backrest (metal)	9	
1	Bench with backrest	11	
1	Bench with backrest (timber)	16	
1	Bench with backrest (within tennis court)	24	
1	Bench with backrest (within tennis court)	23	
1	Information sign	3	
1	Litter bin - precast	1	
1	Litter bin	2	
1	Litter bin	12	
1	Litter bin (by RHS gate, bottom of playing field)	5	
1	Litter bin	21	
1	Litter bin	19	
1	Litter bin (by play equipment)	8	
1	Litter bin (within tennis courts)	25	
1	Litter bin (by bowling green)	15	
1	Litter bin (in fenced play area)	10	
MISC.029	Litter Bins x 2	JR Landsc.	11/10/2021
1	Bin (square metal) (LHS gate, bottom of playing field)	7	
1	Dog waste bin	6	
1	Dog waste bin (entrance to playing field)	4	
1	metal pedestrian entrance gate		
2	metal double entrance gates		
	2 No tennis courts, inc 2 no nets and posts and chainlink surround		
2	drop down bollards (steel)		
2	fixed bollards (cast)		

6	signs		
MISC.007	Street Lighting Column (used existing electric cabling)	31/10/2017 (LCC)	4
2	notice boards		
18m	2.4m high wooden pergola - 18m		
1	double gate to LHS of drive - metal weldmesh		
1	double gate at top of drive - metal weldmesh		
1	metal pedestrian gate near toilets - weldmesh		
1	pedestrian steel gate with posts, outside wardens office		
49m	timber knee rail to bottom car park - 49m		
1	double gates metal weldmesh to Park View entrance		
392m	6 ft metal bowtop railings around site perimeter - 392m		
MISC.014	Disabled Access Kissing Gates(replacement of previous so already insured)	30/10/2020 Secure-a-Field	2
1	metal entrance sign		
35m	3 ft galvanised bowtop dog fence - 35m		
1	3' pedestrian entrance gate		
120m	2.4 green weldmesh fence - 120m		
40m	Concrete retaining wall to Bowls Green		
80m	Drystone retaining wall (side and front to Bowls Green)		
MISC.013	Extension to Bowls Green Fencing 2.4m high (Whitwick Park- KGV)	01/02/2019 NWLDC	1
MISC.012	Repl. Irrigation System (Bowls Green, Whitwick Park -KGV)	01/12/2018 NWLDC	1
MISC.023	External Notice Board Park Hall building	06/08/2020 Earth Anchors	1
MISC.024	Removable Bollards	06/10/2020 JR Landscaping	3
MISC.027	Streetmaster Hereford Benches (x3) & Installation (replacing existing- already insured)	06/10/2020 JR Landscaping	3
MISC.043	Steel Bench Miner to Soldier Memorial Garden	23/05/22 David Ogilvie	1
MISC.044	Safety Gate and Railings by Park Hall Steps	02/05/2022 Cresswell Engineering	1
	NB Footpath extended Dec.2021 and Feb.2022		
WPC.025	Parsonwood Hill Public Open Space		
	12' galvanised farm gate + 2 posts		
MISC.015	Bow Top Boundary fencing 1.5m high (Parsonwood Hill) part funded S106 & 2 kissing gates.	185m	20/11/2020
	3' wide steel hand gate on 2 concrete posts		

