

Westbourne Parish Council
Grounds maintenance contract
Issued:

1. Parties and purpose

This contract is issued by Westbourne Parish Council (the 'client') to Longmeadows Landscaping and Building Works (the 'contractor') for the grounds maintenance of its two recreation areas and playgrounds on Monk's Hill and Mill Road in Westbourne as outlined below.

2. Contract requirements

To maintain Westbourne Parish Council's two recreation areas and playgrounds on Monk's Hill and Mill Road in Westbourne. To invoice the Parish Council on a quarterly basis.

2.1. Grounds care Mill Road recreation and playing fields

- Cut outfield twice per month (if not wet, winter months)
- Cut grass in playground twice per month (if not wet, winter months)
- Cut grass in car park area and to main road including fence boundaries once per month
- Litter pick entire grounds twice per month including playground

Total for all of the above: £507.00

- Herbicide weed control all boundaries (March, May and Sept): **£119.60 each**
- Cut all hedgerows to both sides and front of outfield (May): **£119.60**

2.2. Grounds care Monk's Hill recreation and playing fields

- Cut grass outfields twice per month (if not wet, winter months): **£226.20**
- Cut grass in playgrounds and play areas twice per month (if not wet, winter months): **£36.40**
- Cut grass around car park area and frontage to main road including fencing once per month: **£46.80**
- Litter pick entire grounds including fields and playground twice per month: **£36.40**
- Rake and level bark chippings within play area on each visit: **£36.40**
- Herbicide weed control all boundaries (March, May and Sept): £119.60 each
- Cut all hedgerows to all sides and rear of outfields (May): **£239.20**

Any required actions resulting from the inspections will be undertaken by the Parish Council at the earliest opportunity. The inspector will be kept informed of progress of any required works.

2.3. Other considerations

1. During hot weather, extra cuts may be required due to high growth. These will be decided by the Contactor or at the Parish Council's discretion.
2. All hedges/trees that could accommodate nesting birds shall not be cut back or trimmed during the months of March to September. Only those branches that are overhanging and could be a danger to the public may be removed during this period.
3. If a tree is found to be diseased, it will only have any work done to it following a tree survey by a suitably qualified person during this time span.
4. The edges of the fields are to be left so as to encourage Biodiversity, and are not to be trimmed, except if brambles or the like are encroaching on public areas where bodily harm could occur.

3. Contract timescales

The contract was issued on (TBA) for a period of (TBA). It will be reviewed at the Council's Financial and General Purposes Committee on (TBA)

4. Health and Safety

The contractor is to provide a valid liability insurance to the value of £10 million. The Parish Council has insurance with a valid liability insurance to the value of £15,000,000.

Westbourne Parish Council requires all employed contractors to be made aware of the expected requirements related to health and safety at work. A contractor accepting a contract from the Council shall be deemed to have agreed to comply with the following requirements.

1. You and your employees will conform, in all respects, to legal duties and responsibilities as laid down by the Health and Safety at Work act 1974, and relevant statutory provisions.
2. The Council will remain the right to stop any operation and or use of equipment, or the action of any of your employees, if it is considered that there is a hazard to the safety and health of employees or others. The Council will not accept any responsibility for any increased costs arising out of such action. In the event of the Council taking this action, your site representative will be notified verbally and will have confirmation in writing by the Council's representative to order such a stoppage.
3. The Council will be indemnified by you or your insurers in respect of any claims, costs or expenses arising out of any incidents involving you or your employees.
4. The Council may notify an inspector, appointed under the Authority of the Act, of any breach of the Regulations.

5. Contract value and payment

It is agreed that the contractor will invoice the Parish Council on a quarterly basis.

Westbourne Parish Council requires an invoice to be provided for payment which it will honour within 30 days of receipt.

6. Management of the contract

The contract will be managed by the Parish Clerk, so as to provide the client with a single point of contact.

The contract will be reviewed on an annual basis by the Parish Council's Finance and General Purpose Committee at its meeting in October each year.

The Clerk is contactable at clerk@westbourne-pc.gov.uk, 07775 654483, 53 Skylark Avenue, Emsworth, PO10 7GB.

Longmeadows contact details: Mr P Harmer and Mr R Hart, 56 Middle Park Way, Havant, Hampshire, PO9 4DB. 02392 643023, 07775585586 or 07921063139, paulharmer5@msn.com

7. Dispute resolution

It is agreed that client works closely with the Chair of the Recreation, Leisure and Amenities Committee and the Parish Clerk. All parties are to raise any issues as soon as possible so that they can be discussed and resolved as required.

The Council holds monthly meetings (on the second Thursday of every month) at which matters relating to the recreation areas and playgrounds can be discussed. The Council also holds a Recreation, Leisure and Amenities Committee three times per year which provides opportunity for more detailed discussion of matters.

8. Termination of contract

Westbourne Parish Council reserves the right to terminate the contract in the case of failure to deliver services as agreed to the required standard, timescales and budget as outlined in the contract. If the Parish Council agrees to terminate the contract, one calendar month notice will be given.

Signed:

Cllr Nigel Ricketts, Westbourne Parish Council

Clare Kennett, Clerk to the Parish Council

Paul Harmer, Longmeadows