

## CONTRACT FOR PARISH GENERAL SERVICES MAY 2023- SEPTEMBER 2023

1) This contract shall come into force on 1st April 2023 and shall remain in force for a period of five months, subject to all conditions being fulfilled.

2) The contractor shall hold Public Liability Insurance in respect of all of activities and employer's liability insurance where appropriate.

3) All works undertaken by the contractor shall be carried out in line with the latest Health and Safety Guidance. This shall include the use by the contractor of appropriate PPE and clothing for all tasks (including safety glasses, ear defenders, gloves etc where necessary) and adherence to all relevant regulations and guidelines (including for working at height, Care of Substances Hazardous to Health etc). The contractor shall carry out Risk Assessments on all areas of work prior to undertaking tasks and shall provide confirmation of this to the Council on request. The contractor shall then work in a safe manner, minimising risks to self and the public, with reference to those Risk Assessments. The contractor shall undertake any training on specific tasks which the Council deems necessary and shall hold relevant qualifications for specialist tasks as necessary (e.g., chemical spraying) and provide confirmation of this to the Council on request.

4) It is the responsibility of the contractor to ensure their own personal safety, and that of the public, whilst engaged in work for the Council at any location.

5) Duties of the contractor shall comprise the following:

Removal of weeds and leaves in the Parish of Moretonhampstead

Other minor works as necessary and advised by Council.

These shall be charged at the hourly rate of £ \_\_\_\_\_ (please insert your hourly rate)

(All of the above to be on instruction from the Council)

6) The contractor shall take instructions from Parish Clerk, normally by numbered Job Sheet. Emergency works may be instructed verbally but will be confirmed by Job Sheet in due course.

7) Works to be carried out as promptly as is reasonable, normally within 2 weeks of instruction, and within any timescale indicted in the instruction. Any delay to be notified to the Clerk.

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

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

10) Contractors should avoid the use of harmful herbicides and follow environmental good practice for weed clearance wherever possible (link to PAN guidance). Where this is not possible the contractor should discuss and agree with the Parish Clerk

<https://democracy.teignbridge.gov.uk/documents/s10383/OS%202020Sept22%20Non%20toxic%20weed%20Glyphosate%20Use.pdf>

11) Invoices to be submitted monthly, by the Thursday before next Full Council meeting (first Tuesday of the month). Job Numbers to be quoted in respect of all amounts invoiced.

12) Contractor to agree any leave to be taken with the Council (normally via the Clerk) and to also notify the Clerk immediately if unavailable due to sickness.

13) The contractor may request to subcontract individual works or employ additional assistance when required but will remain liable to the Council for the work involved and will also be liable for any payment or contractual issues with the sub-contractor or employee involved and will also be responsible for ensuring that all employment and health & safety requirements are met and that the person is covered by insurance.

14) This Contract may be terminated by one month's notice on either side, or by the Council at any time should any of the conditions contained therein not be carried out to the satisfaction of the Council, provided that written notice of this has been given, and the Contractor given due opportunity to make good the omission.

Signed..... Dated .....

(Contractor)

Signed..... Date.....

(Parish Council)