

# **BRADFORD PEVERELL PARISH COUNCIL**

## **AGREEMENT**

### **Grass, hedge and tree cutting and trimming Agreement between Bradford Peverell Parish Council and \* (referred to in this agreement as the contractor)**

#### **a) Timescale of the Agreement**

This Agreement covers the period 1<sup>st</sup> January 2017 to 31<sup>st</sup> December 2017 after which the Agreement terminates.

#### **b) Areas covered by the Agreement**

The areas where the grass, hedges and trees will be cut and trimmed by the contractor are as follows:-

- (1) Jubilee Field
- (2) Millennium Field

#### **c) Specifications of the Agreement**

1. The Jubilee Field and Millennium Field grass should each be cut a minimum of 18 times with a maximum of 20 times during the period of this Agreement.

2. The Jubilee Field and Millennium Field border hedges and trees should each be trimmed a minimum of 2 times during the period of this Agreement.

3. The Jubilee Field and Millennium Field should at all times be kept in a tidy condition. It is recognised that the rate of grass growth can vary with the weather conditions and the contractor will be responsible for varying the frequency of grass cutting to ensure length is no longer than an average of 10 centimetres (four inches).

4. The contractor shall, prior to each and every cut, inspect the cutting area and remove any obstructions to the grass cuttings areas. The contractor shall clear hazards such as but not exclusively, stones, items of hardware and animal excrement in all areas. The contractor shall remove any soil arising where moles are active, prior to any grass cutting and remove the soil to the area at the back of the children's play area in the Jubilee Field and in the corner of the Millennium Field under the trees.

5. The contractor shall ensure the size and weight of machinery is suitable to the grass cutting operation. When the conditions of the ground are such that surface damage will occur if cutting is carried out, then the contractor will cease the cutting operation until the surface will not sustain damage.

6. After a period of fast growing conditions, the contractor shall make an additional cut to areas of exceptional growth in order to restore the length of grass to the required standard. .

7. The contractor shall regulate cutting heights where drought conditions persist.

8. The contractor shall not attempt to cut any area where unforeseen weather

conditions prevail, i.e. snow and heavy frost.

9. The contractor shall only operate grass, hedge and tree cutting and trimming equipment that is of a suitable type. The contractor shall operate all grass cutting mowers with the tyre type and tread pattern matching operational ground conditions.

10. The contractor shall be responsible for all reinstatement and costs to any areas damaged by grass, hedge or tree cutting or trimming operations.

11. If an additional grass cut (more than 20) of the Jubilee Field or Millennium Field be considered necessary, such as for a village fete, exceptional growing conditions or other event, the execution of any additional work will be subject to the mutual agreement of both parties and an additional payment.

#### **d. Price and payment**

The fixed price of £\* will be paid by Bradford Peverell Parish Council to the contractor for satisfactorily fulfilling the terms of this Agreement. Payment will be made by Bradford Peverell Parish Council around the \*.

#### **e. Equipment**

All fuel and equipment, including safety equipment, necessary to meet the requirements of this Agreement are to be provided entirely by the Contractor. No responsibility will be accepted by Bradford Peverell Parish Council for provision, replacement, maintenance, repair or any other running costs associated with the contractor's equipment.

#### **f. Public Liability Insurance**

The Contractor is required to indemnify Bradford Peverell Parish Council against any legal liability for any loss or claim arising from accident, injury or damage to the Contractor, any person the Contractor may employ and any other person, which may be attributable to the execution of the Agreement. The contractor must hold current public liability insurance to the value of £5,000,000 and ensure the policy is renewed when it expires. The public liability policy document should be seen and copy retained for reference by a Councillor of the Bradford Peverell Parish Council.

#### **g. Health and Safety**

The contractor is responsible for meeting Health & Safety at Work legislation requirements, the health and safety of himself, any employees and the public whilst carrying out the work specified in this Agreement.

Before grass cutting machinery is used, members of the public should be asked to leave the grass cutting area. In the Jubilee Field, adults and children supervised by adults can only stay in the children's play area.

#### **h. Amendment of Agreement**

This Agreement may be amended by Bradford Peverell Parish Council or the contractor by mutual consent to take account of any evolving national legislation or legal requirement.

#### **i. Termination of Agreement**

The Agreement may be terminated by either side through giving the other one month

written notice.

**j. Additional work in the Jubilee Field and Millennium Field**

Bradford Peverell Parish Council may wish additional work to be undertaken in the Jubilee Field and Millennium Field and reserves the right to put this additional work out to contract to achieve best quality and price.

We the undersigned accept this Agreement

**Bradford Peverell Parish Council,**

Signature  
Parish Councillor Paul Cooper

Date

**Contractor**

Signature

Date