

COLLINGHAM *Parish Council*

THE CONTRACT

Date: <<Insert date>>

The Council: Collingham Parish Council, 71 High Street, Collingham, Nottinghamshire. NG23 7LB

The Contractor: <<Insert contractors name>>

BACKGROUND

1. The Council has invited tenders for <<insert name of project>>
2. The Contractor has submitted a tender which has been accepted by the Council for the service.

THE CONTRACT

1. The following documents are incorporated into this contract:
 - (i) The Tender accepted by the Council (including all the documents referred to in the Tender).
 - (ii) The Contract Conditions.
 - (iii) The Specification
2. The documents in 1 (i) to (iii) are termed "the Contract Documents".
3. In consideration of the amounts to be paid for the <<insert name of project>> the Council in accordance with the Contract Documents the Contractor agrees with the Council to provide the <<insert name of project>> to the Council's satisfaction in accordance with Contract documents.

4. CONTRACT CONDITIONS

- 4.1 The Contract shall commence on <<insert date>> and terminate on <<insert date>> ("the Contract Term").

5. SERVICE PROVISION

- 5.1 The Contractor shall provide <<insert name of project>> to the contract standards referred to in the Tender Specification and to the Council's satisfaction.

6. PAYMENT

- 6.1 The Council agrees to pay the Contractor for <<insert name of project>> at the price ("the Contract Charges") referred to in the Tender Specification.
- 6.2 The Contractor shall submit invoices to the Council in a form acceptable to the Council at monthly intervals or at other agreed payment intervals. The invoice will show the total value of contract charges due for the previous one month period and for construction works shall include any amounts owing to any sub-contractors. The Council will pay undisputed invoices after its monthly meeting immediately following the receipt of the invoice.
Invoices to be submitted by the fifteenth of each month in January to July and September to November. There is no Council meeting scheduled for August. Invoices for the December meeting of the Council to be submitted by November 30.
- 6.3 All payments for construction works to subcontractor shall be paid to them by the main contractor, within 30 days as required under the Public Contracts Regulations 2015. Evidence of such payments shall be provided to the Council when made.

7. EMPLOYEES

- 7.1 The Contractor must employ sufficient numbers of appropriately trained and experienced staff to ensure that <<insert name of project>> is provided to the Contract Standard at all times including periods of absence through staff holiday, illness or otherwise. Should the Contractor himself not be able to undertake the work he must make provision for the work to be done by an appropriately trained and experienced replacement during periods of absence through holiday, illness or otherwise, subject to clause 8.1.
- 7.2 If the Council has grounds for concern about the actions, behaviour or record of any person involved in the provision of the service, the Council will make representations to the Contractor who will use its best endeavours to comply with any recommendation made by the Council regarding the provision of the service by that person.

8. ASSIGNMENT AND SUB-CONTRACTING

- 8.1 The Contractor shall not assign or sub-contract the Contract or any part of it without the Council's prior written consent.
- 8.2 Should any part of the work be agreed to be subcontracted the Contract with whom the Parish Council has entered into this contract with shall become the Principal Contractor under the current CDM regulations for the remainder of the contract period.

9. INDEMNITY AND INSURANCE

- 9.1 The Contractor agrees to indemnify the Council against all actions, claims and costs relating to injury (including death) or loss of or damage to property which arises out of the Contractor's failure to provide the service to the Contract Standard except where attributable to the Council's own negligence or that of its servants or agents.
- 9.2 The Contractor shall maintain adequate insurance (public) to cover the potential liability in 6.1 which shall be for the **minimum** sum of £5 million in respect of any one occurrence.
- 9.3 The Contractor shall also take out and maintain in force Employers Liability Insurance at a minimum amount for each and every claim, act or occurrence or series of claims, acts or occurrences which may be made.
- 9.4 The Contractor shall if requested by the Council produce certificates of insurance certifying that the insurance referred to in these conditions are in force and the Contractor shall not cancel or alter such insurance without first giving to the Council one month's prior notice in writing.

10. STATUTORY REQUIREMENTS

- 10.1 The Contractor shall comply with all relevant legislation relating to the provision of the contract specified in the attached documents.

11. EQUIPMENT

- 11.1 The Contractor shall ensure that all equipment relating to the provision of the Service is kept in safe working order and that all people using it are fully trained in its operation.

12. DISPUTE RESOLUTION

- 12.1 If a dispute or difference arises between the Council and the Contractor relating to this Agreement both parties shall use all reasonable endeavours to resolve the dispute and to this end shall meet as soon as possible with a view to discussing and resolving the matter. A notice in writing of the existence of such a question, dispute or difference specifying its nature and the point at issue will be issued to both parties. This clause will not operate to prejudice the rights of either party against the other whether through litigation or otherwise.

13. BREACH OF CONTRACT

13.1 If the Contractor:

- (a) has offered any gift or consideration of any kind as an inducement or disincentive for doing anything in respect of this contract or any other contract with the Council; or
- (b) has committed an offence under the Prevention of Corruption Acts 1889 to 1916; or
- (c) becomes bankrupt; or
- (d) has a receiving order made against it; or
- (e) presents its petition in bankruptcy; or
- (f) is subject to a winding up order; or
- (g) has a receiver appointed; or
- (h) fails to notify the Council of any work outside the Contract, carried out for CPC employees, councillors, or family members, fails to notify the Council if they employ any CPC employee family member, or councillor family member; or
- (i) is in persistent and/or material breach of contract (by failure to achieve the Contract Standards or otherwise); then

the Council will terminate the Contract immediately and recover all losses resulting from such termination.

14. GENERAL

14.1 The Council may require a variation at any time upon such terms as may be agreed with the Contractor and, where appropriate, the variation will include provision for adjustment of the Contract Charges. Such variation only to be valid when formally approved at a Full Council meeting of Collingham Parish Council. Such variation may apply to additional or reduced work or different categories of work.

14.2 All variations shall be recorded in writing and attached to this Agreement.

14.3 This Agreement is governed by English Law.

14.4 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement.

14.5 The Contractor shall not be liable for any default in the provision of <<insert name of project>> caused by any relevant factor beyond the Contractor's control (eg Act of God, strikes, Act of Government, Force Majeure, etc).

14.6 Any notice to be served on the Contractor or the Council shall be sent by recorded delivery to their respective addresses referred to in the Contract.

14.7 This Contract represents the complete agreement between the Council and the Contractor and supersedes all other undertakings, statements and agreements relating to <<insert name of project>>

SIGNED by

..... (Parish Clerk to the Council)

..... (authorised signatory for the Contractor)