



# KINGSMEAD PARISH COUNCIL

4 Valley Lane, Cuddington, Cheshire, CW8 2QD

[www.kingsmeadpc.org.uk](http://www.kingsmeadpc.org.uk)

[clerk@kingsmeadpc.org.uk](mailto:clerk@kingsmeadpc.org.uk)

## **GROUNDS MAINTENANCE TENDER**

### **ANNEX H**

### **Form of Contract**

## **FORM OF CONTRACT** **FUNDAMENTAL TERMS**

1. This document confirms that Kingsmead Parish Council (KPC) and Countrywide Grounds Maintenance (the service provider) have entered into a contractual arrangement for the delivery and implementation of a grounds maintenance contract as a consequence of Countrywide Grounds Maintenance providing the most advantageous tender in response to the ITT and supporting Annexes published by the parish council on 7<sup>th</sup> November 2025.
2. KPC has specified the works required in the ITT and supporting Annexes and Countrywide Grounds Maintenance has undertaken to discharge those works at the tender sums submitted to the Parish Council in response to the ITT.
3. The service provider has undertaken to provide and maintain all equipment, machinery and tools necessary to discharge the works specified in the ITT documentation. All equipment, machinery and tools shall be at the risk of the service provider and KPC shall have no liability for any loss of or damage to any equipment, machinery or tools. The service provider will ensure that all equipment, machinery and tools used on the delivery of the contract is removed from KPC land at the conclusion of any day's work.
4. The initial term of the contract is three years from 1<sup>st</sup> April 2026. KPC may seek to extend this term by either one year or two years. Should KPC seek to extend the term of the contract in this manner, the service provider will be advised prior to December 31<sup>st</sup> of the year preceding the year in which the contract is scheduled to end.
5. The service provider is expected to implement the contract to the standards specified in the ITT documentation, including all Annexes. The prior approval of the KPC Clerk will be needed before any potential variation from these standards. Any ad hoc or additional works required will be subject to the prior agreement (by email) of KPC and the service provider.
6. Payment will be made by KPC on a monthly basis (12 payments per year) based on one twelfth of the annual value of the tendered contract. Invoices should be submitted in arrears by the fifth working day of the month following completion of works and will be paid before the end of the month of submission of invoice. Any ad hoc works agreed with KPC may either be included on the subsequent monthly invoice or invoiced separately but should be clearly specified on the invoice.
7. The service provider is expected to provide a photographic record of works after completion and submit such records with monthly invoices. The photographic evidence should include pictures of the clock tower, war memorial garden, all play areas, a random sample of general grass cutting and a record of the completed hedge cutting. This is intended to provide a routine library of evidence to demonstrate compliance with the service standards specified in the ITT documentation. Exception reports should be provided where there has been a failure to deliver against the contract.
8. The service provider is expected to maintain a record of all complaints received (including any referred by KPC) relating to any aspect of implementing the contract including damage to property, the behaviour of employees and third-party accidents or injury. The record shall contain details of the complainant's name and address (if given), the date and details of the alleged incident and subsequent action taken including any reply. The record of complaints will be made available to KPC when requested.

9. KPC reserves the right from time to time to require changes to the service specification, whether by way of the removal of services, the addition of new services, or increasing or decreasing the services or specifying the locations where services are to be provided. Any such variation shall be communicated in writing by the KPC Clerk to the service provider's notified representative.
10. In the event of a variation the tendered price may also be varied. Such variation in price shall be calculated by KPC 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 and as referenced to the originally submitted tender prices. The Service Provider will be expected to provide such information as may be reasonably required to enable such varied price to be calculated.
11. 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 because of the service provider's operations shall be made good to the satisfaction of the KPC Clerk at the service provider's expense.
12. The service provider and their staff shall be polite, approachable and helpful whilst working for KPC. The service provider's staff shall answer queries about grounds maintenance operations in an informative and helpful way. If the service provider's staff are unable to help a member of the public with a particular enquiry, they must be referred to the KPC Clerk.
13. Whilst working on behalf of KPC the service provider's staff are representing the Council and must always act in a polite and responsible manner. All staff of the service provider engaged in the delivery of this contract shall always observe the following code of conduct:
  - Wear identifiable or branded clothing which identifies the service provider
  - 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 using radios or other sound amplification equipment, e.g. personal radios or sound equipment mounted on the vehicles.
14. KPC reserves the right to terminate the contract with immediate effect where: -
  - The service provider undergoes a change of control which impacts adversely and materially on the performance of the contract; or
  - The service provider is an individual or a firm and a petition is presented for the service provider's bankruptcy or the service provider makes any arrangement with or for the benefit of creditors, or
  - If the service provider, being an individual, shall die or be adjudged incapable of managing their affairs, or
  - The service provider is a company, if the company passes a resolution for winding up or dissolution or an application is made for an administration order in relation to it or possession is taken of any of its property, or
  - Any similar event occurs under the law of any other jurisdiction.
15. KPC also reserves the right to terminate the contract with immediate effect if the service provider commits a default on any of the contracted works if: -

- (a) The service provider has not remedied a notified default to the satisfaction of KPC within 25 working days, or such other period as may be specified by KPC 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 KPC, capable of remedy; or
- (c) The default is a significant and material breach of the ITT documentation.

16. The service provider will be entitled to terminate the contract if KPC is in material breach of its obligations to pay undisputed charges by giving KPC 60 Working Days' notice specifying the breach and requiring its remedy.

17. The service provider shall take appropriate steps to ensure that neither the service provider nor any employee, servant or agent is placed in a position where in the reasonable opinion of KPC 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 KPC under the provisions of this contract. The service provider will disclose to KPC full particulars of any such conflict of interest as soon as they become apparent.

Signed



12/02/26

DATE

Mark Heath, Managing Director

ON BEHALF OF SERVICE PROVIDER

PRINT NAME

Signed



9/02/26

DATE

W. Maddock

ON BEHALF OF KPC

PRINT NAME