

Bruton Town Council
Grounds Maintenance Contract
April 2026 – March 2029

1. Parties to the Agreement

This Agreement is made between:

- (1) Bruton Town Council, of The Community Office, 26 High Street, Bruton, Somerset ("the Council")
- and
- (2) SLR Outdoor Maintenance, of 5 Park Way, Bruton Somerset, BA10 0BU, ("the Contractor").

Together referred to as *the Parties*.

2. Commencement and Duration

2.1 This Contract shall commence on 1 April 2026 and shall continue in full force until 31 March 2029, unless terminated earlier in accordance with Clause 13.

2.2 The Contract may be extended for up to 12 months by mutual written agreement between the Council and the Contractor.

3. Scope of Services

3.1 The Contractor shall provide grounds maintenance services across designated areas of Bruton, as described in Schedule 1 – Specification and Schedule of Works.

3.2 The Contractor shall ensure all works are carried out:

To the required standards and frequencies stated in Schedule 1;

In a safe, competent, and professional manner; and

Using methods that align with the Council's environmental and health & safety policies.

3.3 The Contractor shall supply all necessary labour, materials, equipment, and transport required to perform the Services.

4. Performance and Reporting

4.1 The Contractor shall:

Submit monthly reports detailing works completed and any issues identified;
Undertake visual inspections of all areas and report any damage or maintenance issues to the Town Clerk without delay; and
Carry out a thorough tidy-up of all areas prior to the annual Remembrance Parade, in addition to routine works.

4.2 The Council reserves the right to introduce specific reporting tools or digital systems for performance monitoring, provided reasonable notice is given.

5. Additional and Emergency Works

5.1 The Council may request one-off additional works outside the regular schedule.

5.2 Such works shall be charged at the agreed fixed hourly rate, as detailed in Schedule 2 – Pricing Schedule.

5.3 Emergency works may be instructed verbally by the Town Clerk and confirmed in writing within five (5) working days.

6. Standards and Environmental Requirements

6.1 The Contractor shall comply with all relevant legislation, British Standards, and Codes of Practice applicable to grounds maintenance services.

6.2 The Contractor shall operate in accordance with the Council's policies, including but not limited to:

Prohibition of Glyphosate and similar herbicides;

Use of peat-free compost only; and

Commitment to reducing carbon emissions and promoting biodiversity.

7. Health and Safety

7.1 The Contractor shall at all times comply with the Health and Safety at Work etc. Act 1974, and any other relevant regulations.

7.2 The Contractor shall provide risk assessments and method statements (RAMS) for all works prior to commencement.

7.3 The Contractor shall ensure all employees and subcontractors are properly trained, equipped, and supervised.

8. Insurance and Indemnity

8.1 The Contractor shall hold and maintain throughout the term of this Contract: Public Liability Insurance of not less than £5,000,000; Employer's Liability Insurance of not less than £10,000,000; and Professional Indemnity Insurance (where relevant) of not less than £1,000,000.

8.2 The Contractor shall indemnify and keep indemnified the Council against all actions, claims, and losses arising from the Contractor's performance of the Contract.

9. Invoicing and Payment

9.1 The Contractor shall submit monthly invoices no later than ten (10) days before the scheduled Full Council meeting to enable timely processing.

9.2 The Council shall make payment within 30 days of receipt of a valid invoice.

9.3 No payment shall imply acceptance of defective or incomplete work.

10. Monitoring and Review

- 10.1 The Town Clerk (or nominated officer) shall act as Contract Manager.
- 10.2 Performance will be reviewed at least quarterly, with records retained for audit.
- 10.3 Persistent underperformance may result in remedial notices or termination.
-

11. Confidentiality and Data Protection

- 11.1 The Contractor shall treat all Council information as confidential and shall not disclose it without written consent.
- 11.2 The Contractor shall comply with the UK GDPR and Data Protection Act 2018 regarding any personal data processed on behalf of the Council.
-

12. Assignment and Subcontracting

- 12.1 The Contractor shall not assign, transfer, or subcontract any part of this Contract without the Council's prior written consent.
- 12.2 The Contractor shall remain fully responsible for the acts and omissions of any approved subcontractor.
-

13. Termination

- 13.1 The Council may terminate this Contract:
For material breach, if not remedied within 14 days of notice;
For persistent poor performance; or
By giving three (3) months' written notice for convenience.
- 13.2 The Contractor may terminate by giving three (3) months' written notice, subject to Council approval and completion of any ongoing works.
-

14. Dispute Resolution

14.1 Any disputes shall first be addressed through negotiation between the Contractor and the Town Clerk.

14.2 If unresolved, the matter shall be referred to the Town Council's Town Committee for determination.

14.3 This Contract is governed by the laws of England and Wales, and disputes shall be subject to the exclusive jurisdiction of the English courts.

15. Entire Agreement

This document, together with all Schedules and Appendices, constitutes the entire agreement between the Council and the Contractor and supersedes all prior discussions or representations.

16. Signatures

Signed for and on behalf of Bruton Town Council:

Signature:  _____

Name: Lisa Ulf-Hansen

Position: Town Clerk and Responsible Financial Officer, Bruton Town Council.

Date: 12/2/26

Signed for and on behalf of :

Signature:  _____

Name: Martin Goodland.

Position: Managing Director.

Date: 12.2.26

Schedules

Schedule 1: Specification and Schedule of Works, including maps. As supplied in the tender

Schedule 2: Pricing Schedule. As supplied in the tender, and as submitted by the Contractor in the tender application.