

CHOBHAM RECREATION GROUND MAINTENANCE CONTRACT

This contract is made between Chobham Parish Council (the Council) and ???????? (the Contractor) for the maintenance of Chobham Recreation Ground.

Period of Contract – the contract shall be in force for a period of three years, commencing on 1st June 2025 and ceasing on 31st May 2028.

Specification of work - details of the work to be completed under this contract is shown in document Recreation Ground Maintenance Schedule 2025-2028.

Hours of maintenance work -The maintenance work must be undertaken between the hours of 8.00am and 6.00pm Monday to Friday and must not take place on Saturdays, Sundays, or Bank Holiday Mondays, unless agreed with the Clerk due to exceptional circumstances. All work should be carried out with the minimum noise and disturbance to the public.

Execution of work – the contractor shall be required to carry out and complete the specified work within the general horticultural/ agricultural practices. The Council expects the Contractor at all times to undertake the highest standards of customer care when dealing with the general public. The Contractor shall use only approved weed killers and fertiliser and provide the Parish Administrator with the COSHH paperwork.

Managements of contract – the Parish Administrator is responsible for overseeing the day-to-day management of the contract.

Risk Assessments – the Contractor shall complete risk assessments schedules for the works as required by the Parish Council.

Equipment - the Contractor shall provide his own equipment and ensure that all machinery is maintained in good working order at all times. The maximum acceptable breakdown period in respect of mechanical breakdown will be 48 hours.

Standard of grass cutting – all grass must be cut cleanly and evenly, to the same height on each site without damaging the existing surface. Mowing must take place on the full area of the grass at the site, up to the paving, fencing and any other boundaries.

Frequency of grass cutting – grass cutting is to be undertaken weekly during the growing season (April – September) as per specification. Flexibility is allowed for fewer cuts when the weather is hot, on the basis that these cuts may be held over and undertaken during wetter period.

Repair of damage – should the Contractor cause any damage to Council property he must reinstate and make good any damage to the satisfaction of the Council. The Contractor shall indemnify the Council against any claim or proceedings for any injury or damage to any property or persons or animals as a result of negligence, poor workmanship or failure to notify the Council of any action likely to cause injury or damage to a third party.

Staff and Supervision – the Contractor shall ensure that at all times during the contract period, all Staff of the Contractor are properly supervised and act in accordance with the Health and Safety at Work Act of 1974 and any other acts, orders, regulations and codes of practice relating to health and safety which may apply. The Council shall request that any employee of the Contractor whose behaviour or actions is considered to be unsatisfactory, shall be removed from the contract.

Insurance – throughout the period of the contract, the Contractor shall hold Public Liability Insurance and Employers Liability Insurance (if applicable). A copy of these policies should be given the Clerk annually.

Non- completion of works – if the Contractor shall omit or fail to perform any part of the work in accordance with the specification, the Council shall require the Contractor to complete the work within 24 hours.

Breach of contract - the Council will make a written complaint to the Contractor for omission or failure to complete the specified work to a satisfactory standard. Should the Contractor receive more than two written complaints, a meeting between the Council and the Contractor shall take place to discuss appropriate remedial actions. The Council reserve the right to terminate the contract giving one months' notice if the Contractor continues to breach the contract after the meeting with the Council has taken place.

Termination of the contract – either party may terminate the Contract by giving three months' notice in writing.

Payment - the Contractor shall submit invoices to the Council on a monthly basis in arrears. The Council shall pay the Contractor's invoice within 30 days of the date of invoice.

Cost – the tender sum for the Chobham Recreation Ground maintenance contract is £????????? for the 3 year period.

Signed: Date.....

On behalf of

Signed: Date

Chairman of Council
On behalf of Chobham Parish Council