**THE VIEWS SKATE PARK - CONTRACT AGREEMENT**

This agreement is dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PARTIES**

(1) FLEET TOWN COUNCIL, The Harlington, 236 Fleet Road, Fleet, Hampshire GU51 4BY ("Council").

(2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Contractor").

**AGREED TERMS**

1. **INTERPRETATION AND DEFINITIONS**
	1. Definitions
		* 1. Contract Sum: Total payable by the Council to the Contractor as per accepted tender (max. £250,000).
			2. Commencement Date: Start date for services.
			3. Contractor: As named above.
			4. Council: Fleet Town Council.
			5. Authorised Officer: Executive Officer or delegated representative.
			6. Supervising Officer: Facilities & Open Spaces Manager or delegated representative.
			7. Contract Manager: Appointed person managing the Contract for the Contractor.
			8. Services: Design, supply, and installation of skate park, as described in the tender.
			9. Site: The Views Skate Park, Harlington Way, Fleet, Hampshire GU51 4DH.
* (What3Words: <https://w3w.co/today.track.splashes>
	+ - 1. Contract Period: From commencement to completion.
			2. PWLB means the Public Works Loan Board.
	1. Contract Period
		1. This Contract shall commence on the Commencement Date and continue until completion of all Services.
1. **CONTRACT CONDITIONS**
	1. FUNDING CONTINGENCY
		1. This contract is dependent on Fleet Town Council securing funding from the Public Works Loan Board (PWLB). If funding is not secured, this contract becomes null and void with no liability to either party.
		2. No works may commence, nor contract be considered active, until written confirmation of funding is provided.
		3. **Without the loan, there is no contract, and no compensation** will be paid for part works, loss of profit, or related claims. FTC shall contact the Successful Tenderer to instruct them to begin works if and when a loan is successful.
	2. COUNCIL'S RIGHT TO CANCEL
		1. Fleet Town Council reserves the absolute and unrestricted right to cancel this project at any time prior to Commencement of works.
		2. The price set by the Contractor shall be valid for a minimum of 6 months.
2. **COMPLETION AND WARRANTIES**
	1. Completion Requirements
		1. Upon completion, the Contractor shall provide:
			1. Final inspection and certification
			2. Maintenance and inspection manual
			3. As-built drawings
			4. Warranty documentation
	2. Defects Period
		1. The Contractor shall provide a minimum 12-month defects liability period from the date of completion.
3. **TERMINATION**
	1. This contract may be terminated by:
	2. Council exercising cancellation rights under Clause 2.2
	3. Contractor breach of contract or insolvency
	4. Mutual agreement of both parties
4. **GENERAL**
	* 1. This contract is governed by English law and subject to the jurisdiction of English courts.
		2. Supervising Officer: Facilities & Open Spaces Manager, Fleet Town Council, 01252 625246
5. **IMPORTANT NOTICE**: This contract is entirely contingent upon funding approval from the Public Works Loan Board and may be cancelled by Fleet Town Council at any time as specified in Clause 2.

**The Views Skate Park, Design and Installation Brief**

1. **Project Location**
* **What3Words:** <https://w3w.co/today.track.splashes>
* **Postcode: GU514DH**
* **Harlington Way, Fleet, Hampshire**
* **Current Surface:** Tarmac
1. **Project Budget**
* £250,000 +VAT (inclusive of all works, and associated costs)
1. **Overview**

Fleet Town Council invites tenders for the full design, supply, and installation of a replacement skate park at the location identified above. The existing facility is to be fully decommissioned and removed as part of the works.

This new facility must be suitable for **scooters, skateboards, inline skates, and BMX bikes**, and be designed to appeal to a broad age and skill range. The skate park must also meet high standards of safety, durability, and community engagement.

A concept design developed collaboratively by local young people is provided and should serve as **indicative inspiration only**. **See Appendix 1**.

1. **Scope of Works**

Tenders must cover the following:

* 1. Removal and responsible disposal of existing skate park equipment
	2. Full design, supply, and installation of new skate park equipment
	3. All required groundworks and foundation preparation
	4. Provision and installation of safety signage
	5. Final post-installation inspection and certification
	6. Site reinstatement for any areas outside the skate park footprint
	7. Optional maintenance contract or post-build technical support
1. **Design Requirements**
	1. **Multi-discipline suitability:** For scooters, skateboards, skates, and BMX bikes
	2. **Height:** Features must be no less than the maximum height of the current design
	3. **Materials:** Panelled modular design preferred, but alternative material proposals also accepted
	4. **Replacement parts:** Must be readily available for future maintenance
	5. **Noise mitigation:** Must include measures/materials to reduce noise impact
	6. **Footprint:** Approx. 37.8m (length) by 12m (width), with potential to increase width by up to subject to budget
	7. **Safety compliance:** Must comply with BS EN 14974 and other UK safety standards
	8. **Inclusive design:** Consideration of accessibility and inclusive features for a wider range of users
2. **Design Submission Requirements**
	1. Up to Three (3) design proposals
	2. Visual representations (renders or 3D models)
	3. Scaled layout drawings
	4. Description of key features and intended user experience
	5. Itemised cost breakdown (equipment, groundwork, installation, signage, etc.)
	6. Maintenance requirements, aftercare and warranty periods
	7. Timeline for delivery including key milestones (removal, groundwork, installation, etc.)
3. **Accessibility & Inclusivity**
	1. While traditional definitions of accessibility (e.g. for users with limited mobility or visual impairments) may not fully apply to a skate park environment, the Council expects:
		1. Inclusivity of age and skill level (e.g. younger/less experienced users through dedicated beginner zones)
		2. Community usability: Designs that welcome a diverse group of local users
		3. Safety features and seating/spectator areas that make the park inviting to all
4. **Insurance & Compliance**
	1. Contractors must hold:
5. Public Liability Insurance: minimum £10 million
6. Employer’s Liability Insurance: minimum £5 million
	1. Required documentation:
* Proof of insurance cover
* Site-specific Health and Safety Plan and Risk Assessment & Method Statement (RAMS)
* Confirmation that all equipment is CE marked and compliant with current standards
1. **Additional Considerations**
	1. Site Visit: Tenderers are strongly encouraged to visit the site before submission
	2. Community Engagement: Final shortlisted designs will be shared with the public to gather feedback
	3. Contractor Responsibilities: Must include fencing of the work area, welfare facilities for workers, and site cleanliness
	4. Defects and Liability: Minimum 12-month defects period required; include warranty details
	5. Handover Documentation: To include maintenance and inspection manual, as-built drawings, and warranty info
	6. Environmental Impact: Contractors encouraged to minimise environmental impact and use sustainable practices
2. **Submission Requirements**
	1. Company profile and relevant experience
	2. Up to three (3) fully costed design proposals
	3. Works programme with resources schedule
	4. Compliance and insurance documentation
	5. Contactable references
3. **Submission Deadline**

12noon – 15th September 2025

1. **Contact and Queries**

Facilities & Open Spaces Manager

Fleet Town Council
The Harlington
236 Fleet Road
Fleet Hants
GU51 4BY
01252 625246

**Appendix 1.**

**Indicative Design**

**Created by a Group of Young People**

This design was developed by a group of young people to illustrate the type of features and layout they would like to see included in a potential new facility. It reflects their ideas, priorities, and aspirations, providing valuable insight into how the space could be used and enjoyed by the local youth community.

The drawing is orientated with the bottom of the image facing The Views Field and the top towards the adjacent road, helping to contextualise the placement of key elements within the wider landscape.

The indicative design includes a variety of features aimed at catering to a broad range of users—from beginners trying out wheeled sports for the first time to more experienced users looking for challenging elements. It aims to create an inclusive and engaging environment that encourages active play, skill development, and social interaction.

While this is not a final or technical design, it serves as a creative starting point to inform future professional design work and community consultation.