GENERAL SERVICE AGREEMENT



Grounds Maintenance Contract for Devolved Play Areas & Open Spaces

THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated this <u>THIRD</u> day of <u>NOVEMBER</u>, <u>1025</u>.

CLIENT

CONTRACTOR

Street Parish Council
Parish Rooms, 6 Leigh Rd, Street, BA16 0HA

(the "Client")

SLH Services Ltd 25 Brooks Road, Street, BA16 0PN

(the "Contractor")

BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- **B.** The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

- 1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - 1.1 Grass cutting
 - 1.2 Hedge and shrub maintenance to include street cleansing
 - 1.3 Trees Visual Inspection
 - 1.4 Leaf removal and dog waste removal
 - 1.5 Public seating
 - 1.6 Removal of moss/algae
 - 1.7 Litter pick, litter bin emptying and graffiti removal
 - 1.8 Play equipment

For the following [Named Areas]:

- · Goss Drive Play Area and Grass Area (Kickabout)
- Willow Road Grass Area (adjacent 22 Willow Rd) and Willow Road Grass Area (to rear of 62-68 Goss Drive)
- Ringolds Way Play Area and Ringolds Way Grass Area (adjacent Ringolds Way Play Area) and Ringolds Way Grass Area (adjacent 2 Pearmain Road)
- Woods Batch Play Area (play area only)
- Bove Moor Play Area and Bove Moor Road Grass Area & Recreation

- Gould Close Grass Area West of 9 Gould Close
- Gould Close 173 Strode Road Grass Area behind Gould Close and 179 Strode Road Grass Area behind Gould Close
- Mellanby Close Play Area Play and Mellanby Grass Area
- Wraxhill Park Equipped Play Area and Wraxhill Park Grass Area

All required services are set out within the tender documents uploaded to the Street Parish Council website and the Government's Find a Tender system.

Supporting information:

- Invitation to tender letter.
- Contractor Return Form which outlines the contractor's strategy to support biodiversity for each individual area.
- Appendix 1: Play Area Summary.
- Appendix 2: Maps, Appendix 3: Playground Reports.
- · Appendix 4: Standards Management Guide.
- Appendix 5: Biodiversity Duty & Policy.
- Contractor tender submission.
- 2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

- 3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until 31 October 2027, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
- 4. If either Party wishes to terminate this Agreement prior to 31 October 2027, that Party will be required to provide 90 days' written notice to the other Party. Termination may occur for convenience or for cause, such as a material breach of contract. Upon termination of this Agreement, whether for convenience or for cause, both Parties shall fulfil any outstanding obligations up to the termination date. No later than 30 days after the termination date, both Parties must also return any unused funds, where applicable, or settle any outstanding payments in relation to services already rendered.

PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

PAYMENT

- The Contractor will charge the Client for the Services at the rate of £2,135.84 per month (the "Payment").
- 8. The Contractor will invoice the Client every month.
- 9. Payment of invoices submitted by the Contractor to the Client are due within 30 days of receipt.

- 10. If this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Payment to the date of termination provided that there has been no breach of contract on the part of the Contractor.
- **11.** The Payment as stated in this Agreement does not include Value Added Tax. Any Value Added Tax required will be charged to the Client in addition to the Payment.
- 12. The Contractor will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Contractor will indemnify the Client in respect of any such payments required to be made by the Client.
- 13. The Contractor will be solely responsible for the payment of all remuneration and benefits due to the employees of the Contractor, including any National Insurance, income tax and any other form of taxation or social security costs.
- **14.** The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

CONFIDENTIALITY

- 15. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
- **16.** The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
- 17. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

OWNERSHIP OF INTELLECTUAL PROPERTY

- 18. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
- 19. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorised use of the Intellectual Property.

RETURN OF PROPERTY

20. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

21. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

RIGHT OF SUBSTITUTION

- 22. Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third-party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
- 23. In the event that the Contractor hires a sub-contractor:
 - the Contractor will pay the sub-contractor for its services, and the Payment will remain payable by the Client to the Contractor.
 - for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

AUTONOMY

24. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

25. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

26. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

- 27. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
 - Street Parish Council
 Parish Rooms, 6 Leigh Rd, Street BA16 0HA

SLH Services Ltd
 25 Brooks Road, Street, Somerset, BA16 0PN

or to such other address as either Party may from time to time notify the other.

INDEMNIFICATION

28. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

ADDITIONAL CLAUSES

29. Contract Management & Performance

The client reserves the right to terminate this Grounds Maintenance Contract if the contractor fails to deliver services agreed (as set out in the contract) in the contract.

In the event of a service not being delivered or not being delivered to the required standard contact will be made with the contractor informally. If this fails to resolve the issue Officers will follow up in writing. The client and contractor should aim to resolve any performance matters through the established reporting / contract management processes, which include submission of weekly inspection reports, informal monthly check-in meetings, and quarterly contract management reviews. If the contractor does not carry out works agreed / to the required standard or issues are not adequately addressed and rectified within a 3-month timeframe following notification, the Client may exercise the right to terminate the contract by giving notice of 90 days in writing.

The Contractor will continue to deliver the agreed services during this notice period.

30. Force Majeure

Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused by events beyond the reasonable control of the Party affected, including but not limited to acts of God, war, terrorism, strikes, pandemics, or any other similar event that is beyond the control of the Parties. If a Force Majeure event continues for more than 30 days, either Party may terminate this Agreement by providing written notice to the other Party.

31. Dispute Resolution

In the event of a dispute arising from or in connection with this Agreement, the Parties agree to first attempt to resolve the matter through good faith negotiations. If the dispute cannot be resolved within 30 days, the Parties agree to refer the matter to mediation before resorting to litigation. The mediation shall be conducted in accordance with the mediation rules of an agreed independent mediator. If mediation fails, the dispute shall be resolved by the courts of England.

32. CONDITIONAL TERMINATION CLAUSE - ASSET TRANSFER DEPENDENCY

Street Parish Council reserves the right to terminate, without penalty, the section(s) of this Agreement specifically relating to any [Named Area], in the event that the associated asset transfer from Somerset Council concerning any [Named Area] does not proceed or is otherwise withdrawn, delayed indefinitely, or materially altered. Such termination shall take effect upon written notice from Street Parish Council to the other party and shall not affect the validity or enforceability of the remaining provisions of this Agreement.

MODIFICATION OF AGREEMENT

33. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

TIME IS OF THE ESSENCE

34. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

35. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

36. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

37. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

38. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

39. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

40. This Agreement will be governed by and construed in accordance with the laws of England.

INSURANCE

- **41.** The Contractor shall, at its own expense, obtain and maintain for the duration of the contract the following insurance coverage: Public Liability Insurance with a minimum limit of indemnity of £10 million per occurrence. Employer's Liability Insurance in accordance with statutory requirements, with a minimum limit of indemnity of £10 million. The Contractor shall provide annual evidence of valid insurance policies, including certificates and schedules confirming coverage, limits, and renewal dates. In addition, the Contractor shall:
- **42.** Comply fully with the Health and Safety at Work etc. Act 1974, including all relevant regulations and Approved Codes of Practice, ensuring that all work activities are carried out in a manner that protects the health, safety, and welfare of employees, the public, and any other persons who may be affected by the work.

Where work involves playgrounds or play areas, the Contractor must adhere to BS EN 1176 and BS EN 1177 standards for playground equipment and surfacing, and follow best practices for inspection and maintenance as recommended by the Royal Society for the Prevention of Accidents (RoSPA) and the Register of Play Inspectors International (RPII). [everyday-play.co.uk], [rospa.com] Ensure that all staff involved in playground maintenance have received appropriate training in playground safety inspections, and that inspection reports are provided and records are maintained and made available upon request.

SEVERABILITY

42. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

43. WAIVER

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Breakdown of services and agreed price

MAMPOAREA Basa Dang Pengerand Cross Area jako bibang	Exampling VAC
1.1 Grass cutting	£3,073.95 (18 cuts per year)
1.2 Hedge and shrub maintenance to include street cleansing	£140
1.3 Trees Visual Inspection (15 in total)	£195
1.4 Leaf removal and dog waste removal	£108
1.5 Public seating	£26
1.6 Removal of moss/algae	£0
1.7 Litter pick, litter bin emptying and graffiti removal	£1,248 (one bin, one dog twice per week)
1.8 Play equipment visual inspections	£216
TOTAL COST PER YEAR	£5,006,95

Strategy to be delivered to support biodiversity for the above area set out by contractor in submission:

- We propose to maintain the grass predominantly at a short level with 2 weekly cuts (18)
- There are areas which would suit small wildflower beds providing nature with a good habitat.
- We would propose to create longer passageway beds to provide a route for wildlife from the Football ground hedge towards the fields and woodlands off Brooks Road.
- S.L.H. Services will provide a yearly top up of wildflower seed onto these beds and provide a sign detailing the habitat.
- This bed will still maintain a suitable space for cycling and ball games.
- There are also ample trees suitable for bird, bat or insect boxes.
- S.L.H. Services will provide and install at least one nesting box for each year of the contract.
- The land is also suitable for additional trees should anybody be looking for memorial tree locations.
- The hedgerows that are bordering parts of the park will only be maintained twice between September and March avoiding bird nesting seasons.

MAAGUUATU A Matawa Aosa Grass Assa (agi 122 ⁸⁸¹ aw Rei 3562 Matawa Ruga Grass Arsa (to rsprio 12465 Goss Erice)	S erselmőingi WAT
1.1 Grass cutting	£627.37 (18 cuts per year)
1.2 Hedge and shrub maintenance to include street cleansing	£0
1.3 Trees Visual Inspection (2 in total)	£26
1.4 Leaf removal and dog waste removal	£108
1.5 Public seating	£0
1.6 Removal of moss/algae	£0
1.7 Litter pick, litter bin emptying and graffiti removal	incl
OTAL COST PER YEAR	£761.37

We suggest that this area is not suitable for any form of wilding or habitat creation. It is
predominantly used by local children for a kick about space and due to its size does not lend
itself to anything other than a grass area.

C could ding WAT
£2,183.81 (18 cuts per year)
£70
£26
£108
£65
0
£1,040 (2 bins twice per week)
£216

- We propose to maintain the grass predominantly at a short level with 2 weekly cuts (18) due to the nature of the activity on the grass.
- There are areas which would suit small wildflower beds providing nature with a good habitat.
- We would propose to create a corner wildflower and wildlife bed incorporating the tree in the north west corner. Also, a couple of curved beds or possibly create a wildflower maize in the section towards Brooks Road.
- S.L.H. Services will provide a yearly top up of wildflower seed onto these beds and provide a sign detailing the habitat.
- This bed will still maintain a suitable space for cycling, dog exercise and ball games.
- This tree is also suitable for bird, bat or insect boxes.
- S.L.H. Services will provide and install one nesting box during contract.
- The land is also suitable for additional trees should anybody be looking for memorial tree locations.
- The hedgerows that are bordering parts of the park will only be maintained twice between September and March avoiding bird nesting seasons.

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1.1 Grass cutting	£1,044.29 (18 cuts per year)
1.2 Hedge and shrub maintenance to include street cleansing	£0
1.3 Trees Visual Inspection (2)	€26
1.4 Leaf removal and dog waste removal	£108
1.5 Public seating	£0
1.6 Removal of moss/algae	£0
1.7 Litter pick, litter bin emptying and graffiti removal	£520 (1 bin twice per week)
1.8 Play equipment visual inspections	£216
TOTAL COST PER YEAR	£1,914,29

• It is felt by the contractor that the specific area to be maintained does not lend itself to any conservation areas due to its layout and interaction with the children's apparatus, however the larger Woods batch park has ample opportunity to create wildflower beds and a large diverse conservation habitat especially considering its proximity to open countryside.

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1.1 Grass cutting	£2,242.42 (18 cuts per year)
1.2 Hedge and shrub maintenance to include street cleansing	£70
1.3 Trees Visual Inspection (9 in total)	£117
1.4 Leaf removal and dog waste removal	£108
1.5 Public seating	03
1.6 Removal of moss/algae	£0
1.7 Litter pick, litter bin emptying and graffiti removal	£1,768 (2 bins, 1 dog x twice per week)
1.8 Play equipment visual inspections	£108

- We propose to maintain the grass predominantly at a short level with 2 weekly cuts (18)
- There are areas which would suit small wildflower beds providing nature with a good habitat.
- We would propose to create a corner border and longer borders down the road line to provide a road screen, frame for the park and habitat for wildlife.
- S.L.H. Services will provide a yearly top up of wildflower seed onto these beds and provide a sign detailing the habitat.
- This bed will still maintain a suitable space for cycling and ball games.
- There are also ample trees suitable for bird, bat or insect boxes.
- S.L.H. Services will provide and install at least one nesting box for each year of the contract.
- The land is also suitable for additional trees should anybody be looking for memorial tree locations.
- The hedgerows that are bordering parts of the park will only be maintained twice between September and March avoiding bird nesting seasons.

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1.1 Grass cutting	£719.58 (13 cuts per year)
1.2 Hedge and shrub maintenance to include street cleansing	£105
1.3 Trees Visual Inspection (4)	£52
1.4 Leaf removal and dog waste removal	£108
1.5 Public seating	0
1.6 Removal of moss/algae	0
1.7 Litter pick, litter bin emptying and graffiti removal	included
TOTAL COST PER YEAR	£984.58

- We propose to maintain the grass with 3 weekly cuts (13)
- There are areas which would suit small wildflower beds providing nature with a good habitat.
- We would propose to create curved framing beds either side of the stone blocks which allow the view of the Glastonbury Tor. These would create additional insect habitats providing habitat and natural hunting grounds for wildlife living on the neighbouring fields and moors.
- S.L.H. Services will provide a yearly top up of wildflower seed onto these beds and provide a sign detailing the habitat.
- This bed will still maintain a suitable space for dog exercise and small amounts of play space.
- The Hedgerows that are bordering parts of the park will only be maintained twice between September and March avoiding bird nesting seasons.

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1.1 Grass cutting	£81.77 (13 cuts per year)
1.2 Hedge and shrub maintenance to include street cleansing	£0
1.3 Trees Visual Inspection (0)	£0
1.4 Leaf removal and dog waste removal	£0
1.5 Public seating	£0
1.6 Removal of moss/algae	£0
1.7 Litter pick, litter bin emptying and graffiti removal	£0
TOTAL COST PER YEAR	281.77

• This area does not support utilising the space for ani biodiversity due to the small space.

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1.1 Grass cutting	£1,022.31 (18 cuts per year
1.2 Hedge and shrub maintenance to include street cleansing	£280
1.3 Trees Visual Inspection (10 in total)	£130
1.4 Leaf removal and dog waste removal	£108
1.5 Public seating	£13
1.6 Removal of moss/algae	£0
1.7 Litter pick, litter bin emptying and graffiti removal	£1,248 (1 bin, 1 dog twlce a week)
1.8 Play equipment visual inspections	£108
TOTAL COST PER YEAR	£2,909.31

- We propose to maintain the grass predominantly at a short level with 2 weekly cuts (18)
- There are areas which would suit small wildflower beds providing nature with a good habitat.
- S.L.H. Services will provide a yearly top up of wildflower seed onto these beds and provide a sign detailing the habitat.
- This bed will still maintain a suitable space for play space.
- There are also ample trees suitable for bird, bat or insect boxes.
- S.L.H. Services will provide and install at least one nesting box for each year of the contract.
- The hedgerows that are bordering parts of the park will only be maintained twice between September and March avoiding bird nesting seasons.

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1.1 Grass cutting	£2,780.55 (18 cuts per year)	
1.2 Hedge and shrub maintenance to include street cleansing	£210	
1.3 Trees Visual Inspection (16 in total)	£208	
1.4 Leaf removal and dog waste removal	£108	
1.5 Public seating	£39	
1.6 Removal of moss/algae	£0	
1.7 Litter pick, litter bin emptying and graffiti removal	£2,288 (3 bins, 1 dog twice a week)	
1.8 Play equipment visual inspections	£216	
TOTAL COST PER YEAR	£5,849.55	

- We propose to maintain the grass predominantly at a short level with 2 weekly cuts (18)
- There are areas which would suit small wildflower beds providing nature with a good habitat.
- We would propose to create longer passageway beds to provide a route for wildlife from the Somerton Road fields towards the fields between Burleigh Lane and Ivythorn Road.
- We propose a log divided border along the road edge and under the trees.
- S.L..H. Services will provide a yearly top up of wildflower seed onto these beds and provide a sign detailing the habitat.
- This bed will still maintain a suitable space for cycling and ball games.
- There are also ample trees suitable for bird, bat or insect boxes.
- S.L.H. Services will provide and install at least one nesting box for each year of the contract.
- The land is also suitable for additional trees should anybody be looking for memorial tree locations.
- The hedgerows that are bordering parts of the park will only be maintained twice between September and March avoiding bird nesting seasons.

Weekly inspection reporting	Detailed weekly Inspection Report (template to be provided) of all activity that is carried out together with updates to Officers.
	Reports are to be emailed weekly to officer@street-pc.gov.uk
	The Parish Council may require photo evidence as required, especially where additional remedial action is required.
Informal monthly check in meetings	In person 1-hour approx.
Quarterly contract management review	Contract management review meetings will take place quarterly.
TOTAL CONTRACT £25,630.05 per year for two-year fixed term contract	

WITNESS ONE	Street Parish Council
Signature:	Per:
Name: SIMON CANSWELL	Officer's Name: JENM SERVICE
Address: 6 GANGERIE COS SOME DSET	-
WITNESS FWO Signature:	SLH Services Ltd Per:
Name: BRYAN KNICKERBOCKER 2 PSHWELL LANE	Name: 8. h. Hamer -
Address: GLASTONBURY BAG 886	-