

1. Bruton Town Council
Grounds Maintenance Contract and Schedule
Contract Term: 1st April 2026 – 31st March 2029

2. Contents

1. Introduction.
 2. Procurement procedure.
 3. General Terms and Conditions.
 4. Contract Schedule of works.
 5. Evaluation Criteria.
 6. (Separate Excel spreadsheet); Grounds Maintenance pricing schedule.
 7. Application form template.
 8. Signed Declaration of Non Collusion.
 9. Example Bruton Town Council Grounds Maintenance Contract 1st April 2026 – 31st March 2029
-
-
-
-
-
-
-
-

3. Introduction

Invitation to Tender

1. Bruton Town Council invites suitably qualified and experienced contractors to tender for the **Bruton Grounds Maintenance Contract**.
2. The contract covers **11 designated areas across the town**, including open spaces, verges, and other public areas. A full schedule of works and detailed specification will be made available to all interested parties. The purpose of this contract is to ensure that all designated sites across Bruton are maintained to a consistently high standard, in a timely and professional manner, and in accordance with the requirements detailed in this specification.
3. We are seeking a reliable contractor with proven experience in grounds maintenance who can deliver a high standard of work and demonstrate good value for money.
4. Interested contractors are invited to request the tender documents and schedule of areas and will be offered the opportunity to meet with the Chair of Bruton Town Council and officers.
5. Please contact:
 townclerk@brutontowncouncil.gov.uk.
 01749 813014.
 Bruton Town Council, Community Office, 26 High Street, Bruton, BA10 0AA.
6. **Deadline for tender enquiries is 9th December 2025.**
7. **Tender submissions must be received by 16th December 2025.**
8. Bruton Town Council reserves the right not to accept the lowest or any tender.
9. The Contract Schedule is divided into **11 designated areas** across the town. Invoices and quotations must be itemised in accordance with these defined areas.

Contract Value Estimate: £95,040 including VAT.

4. Procurement procedure

Bruton Town Council – Grounds Maintenance Contract Procurement Flowchart (2026–2029).

Stage 1: Preparation.

- Draft contract specification, schedule of works, and pricing template.
 - Confirm evaluation criteria and weightings.
 - Prepare Invitation to Tender (ITT), draft terms & conditions, and required forms.
-

Stage 2: Advertisement.

- Advertise contract on Find a Tender (FTS) and utilise other local area advertising opportunities.
 - Include contract description, estimated value, duration, submission instructions and documents, and deadlines.
-

Stage 3: Tender Submission.

- Contractors submit tenders via specified secure method, including the pricing schedule and application form templates.
 - Submission deadline strictly enforced.
 - Contractors will be invited to meet with the Chair of Bruton Town Council.
 - Contractors may submit clarifications/questions before the ITT deadline.
-

Stage 4: Tender Opening & Initial Checks.

- Confirm all submissions are complete.
 - Check for compliance with insurance, Health & Safety, and documentation requirements.
-

Stage 5: Evaluation.

- Evaluation panel scores tenders against weighted criteria:
 - Price – 40%.
 - Quality & Approach – 30%.
 - Health & Safety – 10%.
 - Environmental Practices – 10%.
 - References & Experience – 10%.
 - Clarifications requested from bidders if needed.
-

Stage 6: Recommendation.

- Panel compiles scores and recommends preferred contractor.
 - Full Council reviews and approves the award.
 - Council reserves the right not to accept the lowest or any tender.
-

Stage 7: Contract Award.

- Successful contractor notified in writing.
 - Contract signed after submission of:
 - Public Liability insurance certificate.
 - Evidence of Health & Safety compliance.
 - Any additional required documentation.
 - Unsuccessful bidders notified and offered feedback.
-

Stage 8: Contract Commencement & Monitoring

- Contract begins: 1st April 2026.
 - Contractor submits monthly reports.
 - Council monitors performance through inspections, reports, and periodic review meetings.
 - One-off additional works requested at pre-agreed hourly rates.
-

5. General Terms and Conditions

- **Acceptance of Tender.**
Bruton Town Council reserves the right not to accept the lowest or any tender.
- **Contract Term.**
The contract shall commence on **1st April 2026** and conclude on **31 March 2029**.
- **Insurance.**
Contractors must hold and provide evidence of appropriate **Public Liability Insurance** to a minimum value of **£5,000,000**.
- **Health and Safety Compliance.**
Contractors must confirm and evidence compliance with all relevant **Health and Safety Regulations**, both as employers and in relation to all works undertaken under this contract.
- **Environmental Responsibility.**
Contractors must provide details of measures in place to **reduce their carbon footprint** and adopt sustainable working practices.
- **Coordination with Volunteers and Town Ranger.**
Contractors may be required to coordinate work in some areas with volunteer groups and, if appointed, a Town Ranger.
- **Reporting Requirements.**
Contractors shall submit **monthly reports** detailing works completed. The Council reserves the right to require the Contractor to use **specific reporting tools, templates, or digital systems** for performance monitoring and record-keeping, provided that reasonable notice is given and any such requirements are proportionate.
- **Additional Works.**
In addition to the Schedule of Works, the Council reserves the right to instruct **one-off additional works** as required.
The Contractor shall provide a **fixed hourly rate**, inclusive of labour, equipment, and overheads, for such works. No additional works shall be undertaken without prior written instruction from the Council.
- **Environmental and Policy Compliance.**
All works must be carried out in full compliance with **Bruton Town Council policies**, including the **prohibition of glyphosate use** and the **requirement to use peat-free compost only**.
- **Inspection and Reporting.**
The Contractor must carry out regular visual inspections of all contracted

areas and promptly report to the Town Clerk any issues requiring repair, treatment, or further attention.

- **Invoicing and Payment.**

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

- **Event Preparation.**

The Contractor shall carry out a **comprehensive tidy-up of all areas prior to the annual Remembrance Parade**, in addition to the regular schedule of works.

- **Categories of Work.**

The following categories of work apply under this contract:

- **Close mown** – Standard mowing approach for grassed areas and verges adjacent to pathways.
- **Lightly mown** – Reduced frequency mowing for less formal areas.
- **Hay cut** – To be agreed with the Council regarding timing, method, and removal or reuse of cuttings.
- **Scrub** – Maintenance of specified scrub areas as designated, subject to review and change.

6. Contract Schedule

The following schedules specify the works, details, and frequency required for each designated area.

Maps corresponding to each area are provided as part of this tender package.

Area 1 – Jubilee Park / Godminster Lane / Dovecote Car Park

(Map 1)

Item of Work	Details	Frequency
Enclosed Play Area	Close-cut grass and strim; cut vegetation on bank to 1m from wall.	Fortnightly.
	Clean equipment and remove graffiti.	Quarterly.
	Litter pick.	Weekly.
	Sensible pruning of trees to maintain minimum 5 ft clearance.	Annually.
MUGA	Sweep surface and clear debris.	Fortnightly.
	Power wash surface and treat for moss/algae using approved methods.	Quarterly.
	Clean signage and remove graffiti.	Fortnightly checks /as required.
	Litter pick.	Weekly.
	Report any surface damage.	As required.
	Weed control around borders and pathways.	Monthly checks/as required.
Tyre Swing (next to MUGA)	Maintain safe surface, cut grass/strim.	Fortnightly.
	Litter pick and clean equipment.	Fortnightly/Quarterly.
Football Pitches and Surrounds	Cut grass/strim.	Monthly (Nov–Mar).
	Cut all pitches.	Bi-monthly (Apr–Oct). Monthly (Nov – March).

Item of Work	Details	Frequency
All Perimeters	Maintain brambles along fencing.	Bi-annually (outside nesting season).
	Weed control and inspection around Youth Shelter and fencing.	Monthly checks/as required.
	Clear brambles/bushes 3m back from boundaries.	Monthly checks/as required.
Railway Bank	Area to be reviewed following BruBowl Skate Park development.	To be confirmed.
Fencing (Dovecot Field Boundary)	Maintain/replace boundary fencing.	Monthly checks/as required,
Perimeter Walls	Keep ivy/brambles managed, preventing overhang and structural damage.	Monthly review-
Trees (Park & Surroundings)	Maintain pruning, minimum 5 ft ground clearance, report any concerns.	Annually.
Other Surrounding Areas		
Triangle bank (Park Rd/Godminster Lane)	Close cut/trim and weed control.	Monthly.
	Litter pick.	Weekly.
Verges opposite Cox's Close	Close cut/trim and weed control.	Fortnightly.
	Litter pick.	Weekly.
Dovecot Car Park and Surrounding Verges	Lightly mown grass and weed control.	Fortnightly.
	Litter pick.	Weekly.
Volunteer-Coordinated Areas	To be specified and managed jointly with volunteers.	As required.

Area 2 – Patwell Pump, Crown Green, Silver Street

(Map 2)

Item of Work	Details	Frequency
Patwell Pump/Crown Green	Patwell Pump: Close cut/strim grass at top, light cut/strim near riverside. Crown Green: Close cut/strim grass, leaving daffodils to die back naturally before cutting edges.	Fortnightly.
	Litter pick and clear fallen debris.	Fortnightly.
Silver Street Planting Containers (7 total)	Maintain seasonal bedding plants using peat-free compost only. Water as required.	At start of each season.

Area 3 – Riverside Walk, Folley, Lower Backway/Stepping Stones

(Map 3)

Item of Work	Details	Frequency
All Grass Areas	Close cut and strim grass beginning in April, avoiding early flowers and daffodils. Maintain 1m from pathway, leaving remainder to encourage pollinator growth.	Fortnightly.
All Areas	Litter pick / clear debris.	Fortnightly.
Planted Areas (Memorial border)	Maintain in presentable condition.	Regular seasonal checks/as required.
Walls	Keep ivy/bramble free; prevent encroachment onto walkway.	Fortnightly review.
Packhorse Bridge (Stepping Stones)	Maintain raised bed (volunteer-led); light cut/strim of surrounding grass.	As required.
Riverbank opposite Folley	Maintain vegetation free down to riverside.	As required.

Area 4 – Station Road Car Park

(Map 4)

Item of Work	Details	Frequency
Grassed Bank	Close cut/strim grass.	Monthly.
Whole Area	Litter pick. Clear leaf debris from trees.	Fortnightly. Monthly.
Hedges/Fencing/ Walls	Trim/maintain hedges, clear overhanging brambles/branches, ensuring clear view of signage.	Bi- annually.
Trees	Prune to maintain minimum 5 ft clearance from ground.	Annually.
Designated Wild Plant Areas	Agree with volunteers on seasonal cut-back of designated areas.	Seasonal.

Area 5 – Burrowfield Close & Eastfield Old Play Area

(Map 5)

Item of Work	Details	Frequency
Square Patch of Grass	Cut/strim grass, avoiding daffodils in bloom. Litter pick.	Fortnightly. Fortnightly.
Eastfield Old Play Area	Cut/strim and weeding.	Bi- annually.

Area 6 – Cuckoo Hill Cemetery

(Map 6)

Item of Work	Details	Frequency
Graves	Leave 2m buffer around paths/fences/graves uncut until June/July. Collect cuttings on first cut. Grass maintained Dec–Jun unless required sooner.	Fortnightly.
Litter Pick	Clear litter across cemetery.	Fortnightly. Monthly.
Pathways	Maintain weed/moss clearance.	review/as required.

Item of Work	Details	Frequency
Shrubs (Upper Path)	Cut back as required.	Bi-annually.
Hedges	Cut back from path; maintain height and clearance from highway.	Bi-annually.
Trees	Maintain minimum 5 ft clearance from ground.	Bi-annually.
Wildflower Areas	Coordinate with volunteers for designated areas. Seasonal cut-back and collection.	Seasonal.

Area 7 – Cuckoo Hill Allotments

(Map 7)

Item of Work	Details	Frequency
Pathways and Borders	Cut/strim grass.	Fortnightly.
	Weed control (per General Conditions).	Fortnightly.
Hedgerows	Cut to maintain "A" shape, base thick, screening maintained.	Seasonal review / as required.

Area 8 – St Mary's Churchyard

(Map 8)

Item of Work	Details	Frequency
Grass and Boundaries	Close cut/strim all areas; remove grass cuttings.	Fortnightly.
Weed Control	Boundaries and path edges.	As required.
Designated Wildflower Areas	Coordinate with volunteers/council officers. Seasonal cut-back and collection.	Seasonal.
Gravestones	Monitor condition; report concerns using Civic.ly App.	Monthly review/as required.
Waste Area	Clear green bin and remove waste.	Monthly review/as required.

Item of Work	Details	Frequency
Boundary Wall to Vicarage	Remove saplings and treat stumps.	Monthly review/as required.
Wall Borders & Front Bank	Remove vegetation to protect wall.	Seasonal review/as required

Area 9 – Durslade Walled Garden

(Map 9)

Item of Work	Details	Frequency
Pathways	Close cut/strim around plots and orchard.	Fortnightly.
	Close cut/strim around boundary walls and raised beds.	Fortnightly.
Orchard	Light cut/strim in late Sept; maintain 3 times/year from September.	As required.
	Fruit tree management (volunteer-led).	Bi-annually
Composting Areas	Maintain tidy.	Fortnightly review.
Road Crossing & Kissing Gate Area	Close cut/strim 2m either side of road.	As required.

Area 10 – Mill Dam

(Map 10)

Item of Work	Details	Frequency
Path from High St to River Ford	Close cut/strim grass; maintain clear path.	Monthly.

Area 11 – West End / Leggs Bridge

(Map 11)

Item of Work	Details	Frequency
Planters (3 large + 1 lamppost)	Supply and plant seasonal plants using peat-free compost.	Bi-annually.
	Maintain weed control.	Bi-annually.

Item of Work	Details	Frequency
	Litter pick around planters.	Bi-annually.

All Areas

All work shall comply with the **General Terms and Conditions** described in Section 2. Contractors shall report any issues promptly and carry out additional works as instructed by the Council at the agreed hourly rate.

7. Evaluation Criteria

Grounds Maintenance Contract 1st April 2026 – 31st March 2029.

1. Evaluation Overview

All tenders will be assessed in accordance with the principles of **best value**, **transparency**, and **non-discrimination**, as required under the **The Procurement Act 2023**.

Tenders will be evaluated using a **Quality/Price ratio of 60:40**, unless otherwise agreed by Council.

2. Evaluation Stages

Stage	Description	Outcome
Stage 1: Compliance Checks	Verify that all required documents and declarations have been submitted (insurance, H&S, completed forms, pricing schedule, etc.).	Pass/Fail.
Stage 2: Quality Evaluation	Assess qualitative responses against published criteria and weightings.	Scored (60%).
Stage 3: Price Evaluation	Assess value for money using total contract price and hourly rates.	Scored (40%).
Stage 4: Combined Scoring	Combine Quality and Price scores to identify the highest overall value tender.	Ranking/Award Recommendation.

3. Stage 1 – Compliance Checks (Pass/Fail)

Tenders will be rejected if they fail to provide or demonstrate the following:

- Completed application form and pricing schedule.
- Proof of Public Liability Insurance (min. £5,000,000).
- Health & Safety documentation and compliance evidence.
- Confirmation of no use of glyphosate and commitment to peat-free compost.
- Signed declaration of non-collusion.

Only tenders meeting all compliance requirements will proceed to evaluation.

4. Stage 2 – Quality Evaluation (60%).

Each criterion will be scored from **0 to 5** (see scoring guide below). Weightings reflect the relative importance of each aspect to contract delivery.

Criterion	Weighting	Evaluation Guidance
1. Technical Capability & Experience	15%	Evidence of previous grounds maintenance contracts of a similar scale. References, qualifications, and demonstrable expertise.
2. Quality of Service Delivery / Methodology	20%	Clear, practical method statement covering scheduling, supervision, quality assurance, and contingency planning (e.g., weather or staff shortages).
3. Environmental & Sustainability Practices	10%	Use of peat-free compost, avoidance of harmful chemicals (glyphosate), waste minimisation, low-emission equipment, and carbon reduction actions.
4. Health & Safety Management	10%	Risk assessment approach, staff training, safe systems of work, and evidence of compliance with statutory duties.
5. Communication & Reporting	5%	Proposed approach for reporting work, coordinating with volunteers, and responding to Council requests or issues promptly.

Scoring Guide (for Quality Criteria).

Score	Description
5 – Excellent	Response is comprehensive, innovative, and demonstrates an exceptional understanding of requirements. Exceeds expectations.
4 – Good	Response fully meets requirements with clear supporting evidence. Some minor enhancements possible.
3 – Satisfactory	Adequate response that meets the minimum standard. Limited supporting detail or evidence.
2 – Weak	Response only partially meets requirements. Insufficient detail or unclear evidence.
1 – Poor	Response fails to address key aspects of the requirement. Major concerns over ability to deliver.

Score	Description
0 – Unacceptable	No response or wholly inadequate.

5. Stage 3 – Price Evaluation (40%).

Price will be evaluated on a proportional basis using the following formula:

Lowest Tender Price ÷ Tenderer's Price × 40 = Price Score.

This ensures the lowest compliant tender receives the full 40 marks, and others are scored proportionally.

Pricing will include:

- Total cost for all scheduled works (1st April 2026–31st March 2029).
- Fixed hourly rate for one-off additional works.

6. Stage 4 – Combined Scoring and Award.

Final scores will be calculated as follows:

Final Score = Quality Score (out of 60) + Price Score (out of 40).

The contractor with the highest overall score will be recommended for award.

In the event of a tie, the tender with the higher **Quality Score** will be preferred.

7. Post-Evaluation & Award.

- Evaluation results will be recorded and retained for audit purposes.
- The evaluation panel's recommendation will be presented to Full Council for approval.
- All tenderers will be notified of the outcome, with feedback offered upon request.

8. Example Summary Table.

Tenderer	Quality (60%)	Price (40%)	Total (100%)	Ranking
Contractor A	48	35	83	1
Contractor B	44	38	82	2
Contractor C	40	32	72	3

8. Bruton Town Council Grounds Maintenance Contract 1st April 2026 – 31st March 2029 Pricing Schedule (Excel spreadsheet)

**9. Bruton Town Council
Grounds Maintenance Contract and Schedule.
Application form template.**

Instructions to Applicants:

- Please complete all sections in full.
- Return the completed form and completed pricing schedule by the submission deadline indicated in the Invitation to Tender (ITT).
- Attach supporting documents where requested.

1. Applicant Details.

Field	Response
Company/Contractor Name.	
Trading Name (if different).	
Registered Address.	
Company Registration Number (if applicable).	
VAT Registration Number (if applicable).	
Contact Name & Position.	
Telephone Number.	
Email Address.	
Website (if applicable).	

2. Company Information.

1. Years in business: _____
2. Type of Organisation: ☐ Sole Trader ☐ Partnership ☐ Limited Company ☐ Other: _____
3. Number of employees: _____
4. Areas of expertise relevant to grounds maintenance (brief summary):

3. Insurance.

- Public Liability Insurance (£5,000,000 minimum): ☐ Yes ☐ No
- Employer's Liability Insurance (if applicable): ☐ Yes ☐ No
- Please attach copies of certificates.

4. Health & Safety.

1. Do you have a Health & Safety policy in place? ☐ Yes ☐ No

2. Are all staff trained in relevant Health & Safety procedures? ☐ Yes ☐ No
 3. Please attach evidence of Health & Safety compliance (risk assessments, method statements, etc.)
-

5. Environmental Practices.

1. Describe how your company works to reduce its carbon footprint and environmental impact:
 2. Confirm compliance with Bruton Town Council policies (e.g., use of peat-free compost, glyphosate prohibition): ☐ Yes ☐ No
-

6. Experience & References.

1. List up to 3 previous contracts for grounds maintenance (include client, contract dates, value, and contact details for references):

Client Contract Dates Contract Value Contact Name & Tel/Email

7. Proposed Approach.

1. Outline your approach to:
 - Maintaining grass, hedges, trees, and other vegetation.
 - Waste management and litter collection.
 - Working with volunteer groups and council officers.
-

8. Pricing Schedule=

- Please complete the pricing schedule (Excel spreadsheet) attached to the ITT:
 - Fixed price per annum for scheduled works in each specified area.
 - Hourly rate for additional one-off works
-

9. Declarations=

I/we certify that:

- The information provided is accurate and complete.
- We have not engaged in any collusive practices or conflicts of interest in relation to this tender.
- We understand that Bruton Town Council is not obliged to accept the lowest or any tender.

Name & Position Signature Date

10. Checklist

Please ensure the following documents are attached:

- ☐ Public Liability Insurance certificate
- ☐ Health & Safety documentation
- ☐ Company registration documents (if applicable)
- ☐ References from previous clients
- ☐ Completed pricing schedule

All documents to be returned via the ITT or using the following methods:

Post – clearly marked ‘GROUNDS MAINTENANCE CONTRACT TENDER’.

Email: townclerk@brutontowncouncil.gov.uk.

Postal address: 26 High Street, Bruton, Somerset BA10 0AA.

10. Bruton Town Council – Declaration of Non-Collusion

Contract: Grounds Maintenance Contract (1st April 2026 – 31st March 2029)

I/We, the undersigned, do hereby declare that:

1. This tender is made in good faith and is not the result of any agreement, arrangement, or understanding with any other person or organisation with the intention of restricting competition.
2. I/We have not communicated to any person or organisation (other than the Council) the amount or approximate amount of this tender, except where such disclosure is required by law.
3. I/We have not entered into any agreement or arrangement with any other tenderer:
 - To fix or adjust the price of the tender;
 - To agree on who should or should not tender; or
 - To influence the tender outcome in any way.
4. I/We have not engaged in any conduct or practice which would have the effect of distorting competition or restricting fair and open competition in connection with this contract.
5. I/We understand that if this declaration is found to be false, the Council may disqualify our tender and/or terminate any contract awarded to us.

Signed for and on behalf of the Tenderer:

Name (Print):

Position:

Company Name:

Signature:

Date:

**11. Example Bruton Town Council
Grounds Maintenance Contract
1st April 2026 – 31st 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) [Contractor Name], of [Contractor Address], (“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: _____

Position: _____

Date: _____

Signed for and on behalf of [Contractor Name]:

Signature: _____

Name: _____

Position: _____

Date: _____

17. Schedules

Schedule 1: Specification and Schedule of Works, including maps.

Schedule 2: Pricing Schedule

END OF PROCUREMENT DOCUMENT.