**Upkeep of Playing field**

This is a contract 001 for the supply of services as more fully set out in appendix A attached hereto between:

Name of Contracting Party :

Happisburgh Parish Council

(hereafter referred to as the “Contractor”)

Name of Supplier:

(hereafter referred to as the “Supplier”)

1. Commencement date of contract : May 2015
2. Duration of contract : 12 months
3. Cancellation Provisions

3.1 Either party can cancel the contract within the duration, subject to provision of at least 2 months notice, except in the event of a breach of contract as set out in clause 7 below where the Contractor is able to cancel this contract immediately, by giving notice in writing to the address of the Supplier noted above

 3.2 Either party must provide at least 2 months notice of it’s intention not to renew this contract

3.3 The Contractor must provide 3 months notice of it’s intention to tender this contract

1. Description of services included within this contract:

4.1 As more fully set out in appendix A attached to this contract

1. Where is the work to be carried out :

5.1 In the Parish of Happisburgh or as more fully described in appendix A attached to this contract

1. Supplier to be responsible for compliance with all relevant legislation

6.1 The Supplier will be responsible for compliance with all relevant legislation in order to deliver the services as set out in appendix A attached to this contract.

6.2 The Supplier will be responsible for all appropriate Risk Assessments required under Health and Safety legislation and to ensure safe delivery of the services as may be required to complete the services as set out in appendix A attached to this contract and will provide reasonable evidence of such Risk Assessments to the Contractor upon request

6.3 The Supplier is responsible to both themselves and any other party for the safe working during delivery of the services as set out in appendix A attached to this contract

6.3 Except where required by law, the Contractor is not responsible for the Health and Safety of the Supplier during the delivery of the services as set out in appendix A

1. Breach of contract

7.1 The Contractor may give notice of immediate cancellation of this contract in the event of breach of contract by the Supplier. Examples of breaches of contract including but not limited to:

7.1.1 Failure to deliver the services as set out in appendix A without good reason

7.1.2 Failure to comply with Health and Safety Legislation

7.1.3 Criminal act by the Supplier

1. Suppliers Fees, Taxes and Expenses

8.1 The Contractor hereby agrees to payment of the fees as set out in appendix A attached

8.2 Payment of such fees will be bi-monthly in arrears (unless shown differently in the schedule of fees as set out in appendix A attached) and is subject to the receipt of an invoice for each payment required showing the appropriate taxes

8.3 The Contractor shall not be responsible for the payment of any taxes to any authority that may be required to be paid by the Supplier.

8.4 The supplier shall be responsible for payment of all Income Tax and National Insurance that may be due in respect of the delivery of the services as laid out in the appendix

8.5 Any additional expenses not noted in the attached appendix A are to be agreed in advance by the Contractor in writing

1. Insurance

9.1 The Supplier shall maintain insurance as they see fit for the delivery of the services as set out in appendix A

9.2 The Supplier shall be responsible for all claims, costs and expenses for any damage caused by them or for which they are responsible during the delivery of the services as set out in appendix A

9.3 The Supplier is not included within any aspect of any insurance that the Contractor purchases, unless confirmed in writing by the Contractor

9.4 The Contractor is not required to be included in any insurance that the Supplier purchases unless requested by the Contractor

1. Legal Interpretation

10.1 All aspects of this contract and appendix A attached shall be interpreted under English Law

Signed for and on behalf of the Contractor: …………………………………………..

Print Name/Position …………………………………………..

Date …………………………………………..

Signed for and on behalf of Supplier …………………………………………..

Print Name/Position …………………………………………..

Date …………………………………………..

APPENDIX A

Area – strimming the entire area around the Happisburgh playingfield, including between the trees, near the road and around the pavilion. Also including the Wenn Evans area and the bank outside the Wenn Evans (not the car park itself)

Tree pruning once per year as necessary

March through to October – strimming the area once per month

November through to February – strimming once during the period

Payment: £ per month March through to October inclusive, £ for the winter (November through to February inclusive)

Totaling £

Paid at Parish Council meetings in January, March, May, July, September, November upon receipt of an invoice

I have completed a risk assessment of the work above, and will regularly review this assessment

1. Contractor……………………………………………………………… Signed…………………………………………
2. Date…………………………………………………………………………
3. Councillor……………………………………………………………….. Signed…………………………………………
4. Date…………………………………………………………………………