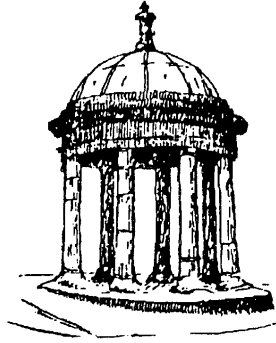


MOUNTSORREL PARISH COUNCIL



Agreement between Mountsorrel Parish Council and
Homefield College for the provision of grounds
maintenance services as part of student training and
service user experience.

2022 - 2025

THIS AGREEMENT is made the _____ day of _____ 2022

between

MOUNTSORREL PARISH COUNCIL of Parish Office, 2A Little Lane, Mountsorrel, Leicestershire. LE12 7BH ("the Council")

And

Homefield College 217 Loughborough Rd, Mountsorrel, Loughborough LE12 7AR ("Supplier")

Agreement Overview

Homefield College to provide a general hedge trimming/pruning, gardening, tidying and outside painting service to Mountsorrel Parish Council, as part of work experience and training for its students and service users.

The Services

The services are detailed in the attached Specification appended to this Agreement:

Specification – Appendix 1

BACKGROUND

- (1) The Council wishes to have the Service performed.
- (2) The Supplier is willing to perform the Service, in accordance with the provisions of the Agreement.

AGREED TERMS:

1. Definitions and Interpretations

1.1 In this Agreement, save where the context otherwise requires, the following expressions shall have the same meanings hereby assigned to them:

"Commencement Date" means the 2022

"Agreement Period" means an initial period of 3 years, beginning on the "Commencement Date" and any extension thereof, if such extension is agreed by the Council;

"Agreement Standard" means such standard as complies in each and every respect with all relevant provisions of the Agreement including the Schedules and where to the extent that

no provision or criteria are stated in the Agreement or Schedules such standard is to be to the entire satisfaction of the Supervising Officer;

"Conditions" means these conditions and any modification thereof, duly made in accordance with their provisions;

"Agreement" means this Agreement, including the Conditions and Schedules;

"Supplier" means Homefield College, staff, students and service users;

"Council" means Mountsorrel Parish Council and any successor authority and anybody to which all or part of its functions may lawfully be transferred;

"Parish" means the administrative area of the Council;

"Party" and "Parties" means the Council and the Supplier

"Plant" means all large machinery required to undertake the Service.

"Service" means the Service set out in the Specification in Schedule 1 together with any agreed modification of any of them;

"Supervising Officer" means the Parish Manger of the Council and any person who, may subsequently be appointed by the Council to carry out all or any of the functions carried out by the Parish Manager at the Commencement Date and any person duly appointed by the Council to be a deputy or assistant to the Parish Manager.

"Working Days" means Monday to Friday inclusive excluding Christmas Day, Boxing Day, Good Friday and Easter Monday.

2. Commencement Date and Duration

2.1 The Agreement shall commence on the Commencement Date for the Agreement Period subject to any extensions in accordance with Condition 2.2 or Termination in accordance with Condition 11.

2.2 The Agreement Period shall be reviewed by both parties every 12 months on the anniversary of commencement. The Council will review the Suppliers performance of the Agreement and decide in its sole discretion as to whether to extend the Agreement period for a further year. If extended, the Agreement Period shall be reviewed by the Council on the third anniversary of the Commencement Date. The Council will review the Suppliers performance of the Agreement and decide in its sole discretion as to whether to extend the Agreement period for a further period.

3. Performance of the Service

3.1 During the Agreement Period the Supplier shall perform the Service in accordance with the Agreement Standard and in a proper, skilful and workmanlike manner, to the entire satisfaction of the Supervising Officer.

3.2 The Supplier shall provide all labour, Plant, depots and transport to and from and in or about the Parish, and everything of a temporary or permanent nature required in, or for the performance of the Service.

3.3 The Supplier shall in carrying out the Service comply at all times with all relevant Acts of Parliament, statutory regulations, notices or orders and Codes of Practice and shall indemnify the Council against any loss or damage caused by non-compliance with any such provisions.

3.4 The Supplier shall during the Agreement Period hold all relevant Licenses.

3.5 The Supplier shall comply with the conditions and regulations, imposed by the Licenses and will notify the Supervising Officer immediately in the event that such License is suspended or terminated.

3.6 The Supplier will allow the Supervising Officer to inspect the Licenses immediately upon request.

3.7 The Council shall recognise that the service is provided as part of training and work experience and shall take this into account at all times in assessing performance and fulfilment of the terms

3.8 The Council will reimburse the Supplier for reasonable expenses including the use of consumable items during the carrying out of the work up to a sum detailed in the Specification.

3.9 the Council and the Supplier shall work together to achieve a mutual benefit for both parties, work undertaken for the Council through the provision of training and work experience opportunities for the students and service users.

3.10 All work will take place on Council land and only on other land and property with the permission of the owners.

3.11 the Supplier will ensure that all clippings and other arisings are cleared from all paved areas, playground equipment safety surfaces, memorial stones, paths and public footpaths, etc., by sweeping or using a blower.

4. Modifications and Omissions

4.1 Except as otherwise expressly provided, the Schedules and Conditions of the Agreement are to be taken as mutually explanatory of one another. In case of ambiguities, discrepancies or inconsistencies the same shall be explained and adjusted by the Council acting through the Supervising Officer, who shall thereupon issue to the Supplier appropriate instructions in writing and the Supplier shall carry out and be bound by such instructions. Any adjustment to the Service arising there from shall be treated as a modification pursuant to this Condition.

4.2 Any error in the Agreement or omission there from shall not vitiate the Agreement nor release the Supplier from the performance of the whole or any part of the Service or from its obligations or liabilities under the Agreement. Any such error or omission shall be corrected by the Supervising Officer, who shall thereupon issue the Supplier with appropriate instructions in writing and the Supplier shall carry out and be bound by such instructions. Any adjustment to the Service arising there from shall be treated as a modification pursuant to this Condition.

4.3 No omissions from, addition to, or variation of the Conditions shall be valid, or of any effect unless it is agreed in writing and signed by the Supervising Officer and by a duly authorised representative of the Supplier.

5. Supervising Officer

The functions, rights and powers conferred by this Agreement upon the Council shall be exercised by the Supervising Officer as defined in the Conditions. The Supplier shall in no circumstances question the existence or extent of the authority of any person notified to the Supplier (whether orally or in writing) to be the Supervising Officer.

6. Payments

6.1 Provided the Supplier shall have performed the Service in accordance with the Conditions the payment will be made in two instalments per annum of £500. One at the commencement and the second 6 months after. Totalling £1000.

6.2 Payments for expenses and consumables (eg paint, brushes, spare blades, batteries etc) used by the supplier will be made monthly as invoiced or on the production of receipts to the value of £1000. Per annum.

7. Vehicles, Plant and Machinery

7.1 The Supplier shall at all times, be fully responsible for obtaining all licenses, the payment of all licensing fees, taxes and insurances required in connection with or arising out of the possession or use of all plant employed in the performance of the Services.

7.2 The Supplier shall procure and effect fully comprehensive insurance cover in respect of all vehicles employed in the performance of the Services.

7.3 The Supplier shall put and keep all plant employed in the performance of the Service at all times in good and serviceable repair and in such condition as is commensurate with the proper performance by the Supplier of its obligations under this Agreement.

8. Drivers and Plant Operators

8.1 The Supplier shall ensure that:

- a) All drivers and operators of Plant are responsible for the operation and use of Plant and where necessary hold the appropriate licenses for that item of Plant.
- b) All drivers of Plant, drive safely and correctly at all times in accordance with statutory regulations and instructions of the Supplier; speed limits must be observed.
- c) All drivers are trained and thoroughly competent in the safe use of their plant.
- d) The routes taken by Plant for all purposes required in connection with the performance of the Service are clearly defined and first agreed with the Supervising Officer.
- e) All Plant operations are carried out in a reasonable and workmanlike manner without causing obstruction or annoyance to the public or damage to property.

9. Health and Safety

9.1 The Supplier shall in performing the Services adopt safe methods of work in order to protect the health and safety of the students, service users and employees and of all other persons including members of the public as detailed in the Suppliers Health and Safety Policy.

9.2 The Supplier shall at all times comply with the requirements of the Health and Safety at Work, etc, Act, 1974 the Management of Health and Safety at Work Regulations 1999 (and shall supply a copy of its risk assessment under these Regulations when requested by the Council), Workplace (Health and Safety and Welfare Regulations 1992) and of other Acts, Regulations, Orders, Approved Codes of Practice, Guidance or rules of law pertaining to health and safety.

9.3 The Supplier shall adhere at all times to COSHH Regulations 1999. The Supplier shall produce and implement comprehensive written instructions for the safe use, delivery, handling and storage of all chemicals, if applicable.

9.4 The Supplier will at all times during the period of the Agreement ensure that machines are properly guarded and maintained so as to present no danger to the operator, surrounding structures, vehicles or any person in the vicinity of operations. The Supplier will provide students/staff/service users with all safety equipment, (boots, reflective vests, ear defenders, masks etc.), and will ensure that staff use these at all times they are engaged in work for the Council.

10. Policies and Procedures

The Supplier will at all times comply with its policies and procedures on Health and Safety, Equal Opportunities and complaints.

11. Termination

11.1 The Supplier may terminate this Agreement by giving the Council six 6 months' Notice in accordance with Condition 22.

11.2 The Council may terminate this Agreement

- a) Immediately on what it considers in its sole discretion to be a material and serious breach of the Agreement
- b) By giving the Supplier one months' Notice in accordance with Condition 22, if the Council considers that the Supplier has breached the Agreement and that the breach has been notified in writing to the Supplier and either; it has not been remedied within the time limit given by the Council (such time limit to be reasonable) or the breach has been repeated.

12. Waiver and accumulation of remedies

The rights and remedies provided by this Agreement may be waived only in writing by the Supplier and the Supervising Officer in a manner that expressly states that such waiver is intended for, and such waiver shall only be operative with regard to, the specific circumstances referred to.

13. Force Majeure

Notwithstanding any provision of this Agreement or in any document referred to or incorporated in it neither of the Council nor the Supplier shall be liable for any failure to carry out or delay (or for the consequences of any failure or delay) in performing any of their respective obligations under this Agreement if such delay is due to acts of god, fire, war, riot, civil commotion, lightening, earthquakes, flood or similar natural calamity strikes or other industrial action or dispute (other than involving the Supplier's

Personnel) acts of government and the party so delayed shall be allowed a reasonable extension of the time for performing such obligations.

14 Guarantees, Indemnity and Insurance

14.1 The Supplier shall indemnify and keep indemnified the Council against all Losses in respect of or in any way arising out of the provision of the Services in relation to the injury to or death of any person and loss of or damage to any property including property belonging to the Council.

14.2 The Supplier shall obtain insurance cover to the sum of five million pounds (£5,000,000.00) for public indemnity and one million pounds (£1,000,000.00) for Employers Liability.

14.3 The Supplier shall supply to the Supervising Officer forthwith and upon each renewal date a copy of any relevant policy a certificate from its insurers or brokers confirming that the Supplier's insurance policies.

15 Freedom of Information Act 2000

15.1 The Supplier acknowledges that the Council is subject to the provisions of the Freedom of Information Act 2000 ('FOIA') and the Environmental Information Regulations 2004 (EIR).

15.2 The Supplier shall upon request by the Council (and within such period as the Council may specify) provide the Council with all assistance and Information under its control to enable the Council to respond to a request for Information within the time for compliance prescribed by FOIA or EIR

15.3 The Supplier acknowledges that the provisions of the FOIA or EIR may override any obligation of confidentiality as between the Council and the Supplier and that the Council may be obliged to disclose Information without consulting the Supplier or having consulted the Supplier but in opposition to the views of the Supplier.

16 Assignment and Novation

The Supplier shall not assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the council (which consent shall not be unreasonably withheld or delayed).

17 Relationship of The Parties

Nothing in this Agreement is intended to create a partnership or legal relationship of any kind that would impose liability on one party for the act or failure to act of the other

party, or to authorise either party to act as agent for the other party. Neither party shall make representations, act in the name of, on behalf of or otherwise bind the other party.

18 Severance

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remainder of the provisions. If a provision of this Agreement that is fundamental to the accomplishment of the purpose of this Agreement is held to any extent to be invalid, the Supplier and the Council shall immediately commence good faith negotiations to remedy such invalidity. Neither party shall unreasonably withhold or delay their agreement to any such matters.

19. Amendments

No amendment to the Agreement shall be binding unless they are in writing and signed by the duly authorised representatives of the Council and of the Supplier and expressed to be for the purpose of such amendment.

20. Entire Agreement

20.1 This Agreement constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the parties in relation to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.

20.2 Each of the parties acknowledges and agrees that, in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this agreement. The only remedy available to either party in respect of any such statement, representation, warranty or undertaking shall be for breach of Agreement under the terms of this Agreement.

20.3 Nothing in this Condition shall operate to exclude any liability for fraud.

21 Third Party Rights and Sole Remedy

21.1 This Agreement does not create, and shall not be construed as creating, any right under the Agreements (Rights of Third Parties) Act 1999 which is enforceable by any person who is not party to this Agreement.

21.2 The Supplier's sole remedy with regard to any breach or termination of this Agreement shall be such remedies contained within this agreement other than its right to claim for specific performance of any obligations contained herein.

22 Notices

22.1 Any Notice required to be given under or in connection to this Agreement shall be in writing, signed by or on behalf of the Party giving it and shall be served by delivering it personally, or by sending it by pre-paid first-class post, recorded delivery or registered post, or by email, to the address or email address and for the attention of the relevant Party notified for such purpose.

22.4 In proving service, it shall be sufficient to prove that the envelope containing the Notice was addressed to the relevant Party at its address previously notified for the receipt of notices (or as otherwise notified by that Party) and delivered either to that address or into the custody of the postal authorities as pre-paid first-class post, recorded delivery, registered post or airmail letter, or that the notice was transmitted by email to the email address of the relevant party at its email address previously notified for the receipt of notices (or as otherwise notified by that Party).

23 Governing law and jurisdiction

This Agreement and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-Agreementual disputes or claims) shall be governed by and construed in accordance with English Law and submitted to the exclusive jurisdiction of the English Court.

EXECUTED as a Deed by the Parties the day and year as written:

SIGNED ON BEHALF OF }
MOUNTSORREL PARISH COUNCIL }

Date

Parish Manager

Date

SIGNED ON BEHALF OF THE }
SUPPLIER: }

Date

Appendix 1

SPECIFICATION

for the maintenance/pruning of hedges, shrubs, bushes, small trees, strimming and clearing away, the painting of metalwork/railings as part of training and work experience

Any major cutting back to be done after the nesting season. Twice a year August/Sept and Feb/March.

We recognise that work on site is weather dependant

Timing of work to be notified in advance to the Parish Manager.

LOUGHBOROUGH ROAD PLAYING FIELD

1) General tidying of overhanging trees, verges, painting of pedestrian gate and posts etc. (Vehicle gate may not need painting)

HALSTEAD ROAD PLAYING FIELD

1. Hedges and brambles etc surrounding the entrance and right round the perimeter of the car park need to be cut right back, open up footpaths and clear around gates. Some cutting back of the central area.
2. The pathway from the entrance near to Churchill Road
3. The pathway leading up to the entrance from Glebe close.
4. Cleaning and painting of pedestrian gates etc (the vehicle gate may not require painting)

MEMORIAL PLAYING FIELD, LITTLE LANE

1. Hedges/bushes at the entrance and pathway from Little Lane before and after the gate needs reducing in height and cutting back
2. Both entrances from the Leisure Centre car park, cutting back to permit access
3. The other footpath entrance in top left-hand corner, cutting back bushes to widen entrance

4. Little Lane on the left facing towards Leicester Rd, between the car park and Vision Projects building
5. Little Lane car park bushes at entrance and around the edges.
6. Painting of gates and fencing etc

CASTLE HILL

1. The footpath that leads up to Castle Hill Memorial from the bottom of Watling St. Weeding of the steps and clearing, low shrubbery
2. All the scrubland surrounding the War Memorial, brambles and bushes need cutting back, (Tarmac have agreed to do the drop to far side of the Memorial which needs clearing, as this requires special equipment and is dangerous)
3. Pruning and reducing of some self-set trees on the banks and top of Castle Hill
4. Ground between Rock Apartments boundary fence and public footpath to make sure footpath is accessible, hedges are at reasonable height, remove brambles.
5. Hedges at the junction of Crown Lane/Watling St/The Navins on the bend in the road, only do area where there is a footpath, and it is not dangerous because of vehicles in the road.

THE PEACE GARDEN, SILEBY ROAD, MOUNTSORREL

1. Some overhanging trees and bushes at the bottom by the river and along the side.
2. Painting of all the railings and gates. Volunteers already look after the garden.

BARONS WAY, MOUNTSORREL

1. The trees and undergrowth in the Spinney on the left entering Barons Way to be managed, grass strimmed, rubbish removed.

THE ALLOTMENTS, HALSTEAD ROAD

1. Area around the car park,

THE LEICESTERSHIRE ROUND FOOTPATH WHERE ON PARISH LAND

1. Cutting back overgrown areas on our land to be identified

THE MEMORIAL CENTRE

1. Hedge to the left of the Centre, (facing) by the bin store needs to be kept under control and its height managed. (It is being reduced in height by a contractor)

CEMETERY

1. Cleaning and painting of gates and railings on the front of cemetery, benches inside. All other work already undertaken by Council staff.

When working in the Cemetery it is the Suppliers responsibility to be aware of any activities taking place therein. No mechanical equipment will be used whilst any burial service is taking place. This includes adjacent burial and memorial grounds, irrespective of whether the ground is within the area of the Agreement. The Supplier and staff working in the Cemetery, will stay out of sight whilst a burial service is taking place.

COUNCIL OFFICES LITTLE LANE

1. cleaning and painting of metal railings, gates (the outside doors need painting if this is considered to be within scope of the agreement).
2. general tidying, cutting back hedges and shrubs.

CASTLE PARK LEICESTER ROAD

1. Cleaning and painting of all railings, seats and other street furniture in the park.
2. General tidying and keeping clear footpath at the back up Castle Hill to the Beacon. (This park is currently the responsibility of Charnwood Borough Council and we are still awaiting permission to undertake the painting etc)

NEW HALSTEAD ROAD CRICKET PITCH AREA

This will start when we take ownership of the land in 2022/3 so nothing at this point, but will need to be included at a later date with an amendment to the contract.

1. All hedges surrounding the fields where they intrude on footpaths etc.
2. Hedges in the site that we are responsible for (need to mark up on a map)