## APPENDIX B

# STANDARD TERMS & CONDITIONS

The successful Contractor will be required to enter into a formal contract with the Council. By submitting a tender, bidders acknowledge and accept the following principal terms and conditions.

**1. Service Delivery**

The Contractor shall:

- Deliver all services with due care, skill and diligence and in accordance with the Grounds Maintenance Specification and Schedule.
- Comply with all applicable legislation, regulations, standards and industry codes of practice in force during the contract period.
- Ensure that suitably qualified and experienced personnel are available to provide the services at all times and provide appropriate replacement personnel where key staff are unavailable.
- Maintain all necessary licences, qualifications and certifications required to undertake the services.

**2. Service Performance and Default**

Where the Contractor fails to provide services in accordance with the contract requirements, the Council may require remedial action within a reasonable timescale. Failure to rectify performance issues may result in the Council initiating formal dispute resolution procedures and may ultimately lead to contract termination.

**3. Completion Reporting**

The Contractor shall provide written confirmation upon completion of each scheduled service visit. Such confirmation must:

- Be submitted on the day works are completed.
- Identify any scheduled tasks that were not completed.
- Explain the reason for non-completion.
- Confirm when outstanding works will be undertaken.

The Council reserves the right to prescribe the format of completion reports.

**4. Access to Council Facilities**

Where agreed, the Council may provide access to designated storage facilities, workshops or fuel storage areas to support delivery of the services.

The Contractor shall:

- Use such facilities responsibly and solely for contract purposes.
- Be responsible for ensuring any plant, machinery, equipment or materials stored on Council premises.
- Bear the cost of any additional security measures required beyond those already provided by the Council unless otherwise agreed.

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**5. Contract Price and Payment**

Payment will be made monthly in arrears following receipt of a valid invoice.

Invoices will normally be paid within 30 days of receipt.

Payment may be withheld where the required completion reports have not been submitted.

Any proposed price adjustments must be agreed in advance by the Council and, where applicable, shall be linked to the Retail Price Index (RPI).

**6. Assignment and Sub-Contracting**

The Contractor shall not assign, transfer, sub-contract or otherwise dispose of any part of the contract without the prior written consent of the Council, such consent not to be unreasonably withheld.

**7. Insurance**

Throughout the contract period the Contractor shall maintain, as a minimum:

- Public Liability Insurance: £10 million.
- Employers' Liability Insurance: £10 million.
- Professional Indemnity Insurance: £10 million.

Evidence of insurance cover must be provided upon request and kept valid for the duration of the contract.

**8. Confidentiality**

The Contractor shall:

- Keep confidential all information obtained through the contract.
- Not disclose any contract-related information to third parties without the Council's prior written consent, except where required by law or necessary for contract delivery.
- Comply with all applicable data protection requirements.

**9. Notices**

Any formal notice given under the contract shall be in writing and sent to the relevant party's registered or last known business address, or any alternative address notified in writing for that purpose.

**10. Third Party Rights**

The contract shall not confer any rights or benefits on any person or organisation who is not a party to the contract, in accordance with the Contracts (Rights of Third Parties) Act 1999.

**11. Dispute Resolution**

The parties shall seek to resolve disputes amicably through good-faith discussion in the first instance.

Where disputes cannot be resolved informally, the parties shall:

- Exchange written details of the dispute.
- Seek resolution through senior representatives of each party.

- Consider mediation in accordance with an agreed mediation procedure prior to pursuing litigation.

Nothing in this clause shall prevent either party from taking legal action where necessary to protect its legal rights.

**12. Variations**

The Council reserves the right to request reasonable variations to service frequencies or schedules where operational or seasonal requirements make such changes necessary.

Any other variation to the contract must be agreed in writing by both parties.

**13. Termination**

The contract may be terminated:

- By either party giving six months' written notice, to take effect at the end of the initial contract period or any time thereafter.
- By the Council on 30 days' written notice where the Contractor commits a material breach of contract and fails to remedy that breach or becomes insolvent or otherwise unable to fulfil its contractual obligations.

**14. Contract Review**

The Council and Contractor shall meet annually to review service performance, contractual arrangements and any proposed amendments, typically during February or March each year.

**15. Contract Extension**

Any option to extend the contract beyond the initial term shall be entirely at the Council's discretion and subject to satisfactory performance and mutual agreement between the parties.

**Note: These Standard Terms and Conditions are provided for tender information purposes. The successful bidder will be required to enter into a formal contract incorporating these provisions and any additional contractual requirements set out within the tender documentation.**