



Kingswear Parish Council

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Grounds Maintenance Contract - Schedule of Works

CEMETERY

1. To maintain the grass level throughout the Cemetery. To undertake adequate cuts during the growing season (6 times per annum). If more cuts are required, the Parish Council will advise. Ant hills to be removed and rabbit holes filled. To ensure that the areas around the headstones are cut and cleared, including the curbs and tops. To ensure the perimeter graves are maintained. To ensure graves are clean after the cutting of grass through the use of mechanical blower or manually swept by hand. Please note - No strimming during flowering season i.e. snowdrops, primroses, wildflowers.
2. To box mow around memorial slabs and bricks in cremated remains area (6 cuts per annum).
3. To cut and trim the inside of the boundary bank (3 times per annum).
4. To maintain the grass outside the Cemetery (6 times per annum).
5. To clear path of weeds leading to Chapel of Rest (4 times per annum).
6. To clear path of weeds by stream. Strim wildflower area between stream and trees (2 times per annum).
7. To ensure lower graves towards the stream are kept clear.
8. Prior to Remembrance Sunday, to clean and tidy 3 war graves.
9. To maintain the shrubs along the path to the Chapel (Once per annum).
10. To cut, trim and remove any cuttings by Cemetery Lodge (Once per annum).
11. To cut both sides of the perimeter hedge removing brambles and cuttings (Once per annum).
12. Clean and sweep bus stop opposite the Cemetery (4 times per annum).
13. To ensure entrance and car park are kept neat and tidy. Maintain shrubs, clear ivy and weed beds (2 times per annum).
14. Remove Ivy and foliage from gates, railings & wall - Entrance up to Cemetery Lodge (2 times per annum).
15. Plan work schedule to ensure the Kingswear Cemetery is in good condition all year round.

CLOSED CHURCHYARD

1. To maintain the grass level throughout the Churchyard, including around the headstones / To undertake adequate cuts during the growing season (6 times per annum) / To collect all grass cuttings and remove from site / To ensure that graves are clean after the cutting of grass, either through the use of a mechanical blower or manually swept by hand. Please note - Strim around wildflowers and primroses in the enclosed church yard until self-seeded (June).
2. Remove all woody stemmed vegetation from the Churchyard wall, taking care not to displace stonework. If any signs of movement or cracks are identified during maintenance of the wall, please notify the Clerk. To clear weeds from footpaths. (4 times per annum).
3. To cut back all trees (Once per annum).
4. To trim hedges/trees along the churchyard wall adjacent to Church Hill, incl. enclosed graveyard (2 times per annum).
5. Plan work schedule so that the Churchyard is in good condition all year round.

US GARDEN (Land between Castle Road and Beacon Lane)

1. To strim all grass from the garages down to and including the bench. To cut back edges. To maintain shrubs as necessary. Maintain wildflowers as appropriate throughout the Spring. 6 times per annum.
2. Remove all woody stemmed vegetation from the Beacon Lane wall, taking care not to displace stonework. If any signs of movement or cracks are identified during maintenance of the wall, please notify the Clerk. (4 times per annum).

For special consideration – This area requires horticultural specialism as well as maintenance.

JUBILEE PARK

1. To maintain the grass level throughout Jubilee Park, including edges around the fence, Creek and boat store (10 times per annum).
2. To strim and remove overhangs on path to the marina, as far as Kingswear Parish Council's land extends up to the boundary with Darthaven Marina (10 times per annum).
3. To strim path to Lime Kiln (4 times per annum).
4. Cut back weeds and overhanging shrubs and keep gutter clear of leaves, path adjacent to Jubilee Park and near to parked cars (4 times per annum).
5. Strim along park side of fence, Brixham Rd - Pedestrian gate up to and including the play area (4 times per annum).

CONDITIONS OF CONTRACT

- 1) At the commencement of the contract, the Contractor to produce a list of works to be undertaken each month of the year, to include all items within the schedule of works.
- 2) The Council may from time to time request the Contractor to carry out additional tasks. Each task will be notified to the Contractor and the price agreed and approved by the Council before any work is carried out.
- 3) The Contractor shall perform the contract requirements with reasonable skill and care; in a safe and efficient manner; in accordance with all applicable laws.
- 4) The Contractor will absorb costs incurred by him in relation to the use of a vehicle, tools, protective equipment, insurance and other overheads.
- 5) The Contractor to remove waste materials resulting from the work at no further cost to the Council.
- 6) This document forms an agreement for services and works by an independent Contractor and not a contract of employment.
- 7) For all Contractors working as self-employed, the Parish Council will assess the employment status for tax before commencement of the contract. If the Contractor is appointed to undertake the services and works required by the Council on a self-employed basis, they will not accrue employment or pension rights or obligations from the Council.
- 8) The Contractor shall not, without the consent in writing of the Council, assign or transfer the Contract, or any part, share or interest therein.
- 9) No work is to be executed on Sundays, or on public holidays, without the previous written approval of the Parish Council.
- 10) The Contractor shall plan their work so as to cause minimum interference with the normal use of the premises at the site.
- 11) Health & Safety / Public and Employer Liability
The Contractor shall indemnify the Council against all claims and proceedings in respect of injury to persons and property arising out of the execution of works on behalf of the Council.

The Contractor shall maintain insurance cover for public liability in the sum of £10 million and provide the Council with proof of such insurance prior to acceptance of the contract and annually thereafter.

The Contractor is to ensure that they have adequate insurance cover for employer's liability and provide the Council with proof of such insurance prior to acceptance of the contract and annually thereafter.

The Contractor shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply in the performance of the agreement.

In particular, the Contractor should be Chapter 8 trained and observe the requirements thereof.

Without limiting the general obligation set out above, the Contractor shall:

1. Safeguard the passage of pedestrians and vehicles and shall use signs and cones where necessary for their guidance and protection; not impede the passage of persons or vehicles except to the extent that is necessary to do so in performing the contract requirements and shall not at any time cause complete obstruction resulting in closure of the highway to persons or vehicles.

2. Safeguard himself and any employees, engaged for the execution of the Contract requirements and shall use signs and cones when necessary.

3. Wear and provide protective personal equipment for the contract requirements being performed.

12) Disputes

The Contractor shall inform the Clerk as soon as possible, if for any reason the scheduled contract requirements cannot be completed.

The Contractor shall inform the Clerk of any complaints about the Contractor or their services from whatever source.

Where the Council deems that the contract requirements performed by the Contractor, have not been performed to a satisfactory standard, the Council will give the Contractor an opportunity to rectify the unsatisfactory works and the Contractor shall undertake works to do so at no extra cost to the Council within a reasonable and agreed time frame.

The Contractor and the Council shall use their best efforts to negotiate in good faith and settle any dispute that may arise out of or related to this agreement.

13) Payment

At the end of each month, the Contractor shall invoice the Council for the hours worked. A list of works completed during the month should be included with the invoice.

14) Termination of Contract

The Council or the Contractor shall be entitled to terminate this agreement upon giving one month's notice.

If the Council considers the work of the Contractor to be unsatisfactory, a written warning will be issued and the Contractor shall remedy the situation within 14 days. If the Contractor fails to comply with such notice or fails to carry out work to the terms of this contract, the Council may terminate the contract with immediate effect.

I / We hereby agree to enter into a contract to satisfactorily carry out the works mentioned and described in the schedule of works and in accordance with the conditions of contract.

Signed (Contractor) **Dated**

Signed (Chair) **Dated**

Signed (Clerk) **Dated**