



# KINGSWEAR PARISH COUNCIL

## Lengthsman Contract

**AN AGREEMENT FOR THE PROVISION OF A LENGTHSMAN SERVICE between KINGSWEAR PARISH COUNCIL ('the Council') and ..... ('the Contractor').**

THIS AGREEMENT shall be effective from the 1<sup>st</sup> October 2021 and shall terminate on the 30th September 2023, unless an extension in writing has been agreed between the parties.

DURING THIS PERIOD the Contractor will be available to work on average SIXTEEN HOURS per month as required.

### **CONDITIONS OF CONTRACT**

The Contractor shall carry out the various maintenance works as listed in the work schedule. In some instances there may be a more pressing issue which requires attention and these will be notified by the Clerk or the Chair.

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 in writing between the Clerk and the Contractor and approved by the Council, before any work is carried out.

The Contractor shall perform the contract requirements with reasonable skill and care; in a safe and efficient manner; in accordance with all applicable laws.

The Contractor will absorb costs incurred by him in relation to the use of a vehicle, tools, protective equipment, insurance and other overheads.

The Contractor to remove waste materials resulting from the work at no further cost to the Council.

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.

This document forms an agreement for services and works by an independent contractor and not a contract of employment. The Contractor has been appointed to undertake the services and works required by the Council on a self-employed basis and will not accrue employment or pension rights or obligations from the Council.

The contractor shall be deemed to be self-employed during the continuance of the agreement and shall make arrangements with the Inland Revenue to pay income tax in accordance with Schedule D, along with National Insurance contributions to the Contributions Agency as appropriate to a self-employed person. The Contractor is required to maintain and produce to the Council when requested, acceptable confirmation of his status as a self-employed person for the purposes of this agreement.

The Contractor shall not, without the consent in writing of the Council, assign or transfer the Contract, or any part, share or interest therein.

### **HEALTH AND SAFETY /PUBLIC & 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 £5 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 he has 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.

### **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.

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.

### **PAYMENT**

At the end of each month, the Contractor shall invoice the Council for the hours worked. A list of works completed and time spent on each task, should be included with the invoice.

### **TERMINATION OF CONTRACT**

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

## **WORK SCHEDULE**

<b>Location</b>	<b>Task</b>
Banjo Bus Shelter	Clean Bus Shelter
Broad Road (Toll House to Boohay)	Trim right hand verge to create pathway
Cemetery	Clean and sweep bus stop opposite the Cemetery Clear Cemetery car park and nearby beds of weeds and foliage Remove Ivy and foliage from gates, railings & wall (Entrance up to Cemetery Lodge)
Higher Contour Road	Clear paths and kerbside of any grit and foliage Cut verge in front of Westerland Terrace Strim & clear overgrowth Strip of Land Clean red telephone box Strim & clear overgrowth, triangular area of land at the junction of HCR & LCR plus the bank opposite
Hillhead	Clean defibrillator phonebox / Clean and sweep bus shelters x 2 / Clean noticeboards x 2 Cut back hedges & foliage footpath Hillhead Park to Raddicombe Drive Raddicombe Drive, Linhay Close, Raddicombe Close - Clear weeds & moss treatment
Jubilee Park	Cut back weeds and overhanging shrubs path adjacent to Jubilee Park and near to parked cars. Strim along park side of fence Brixham Rd (Pedestrian gate up to and including the play area) Keep Play Area leaf free Strim and clear area behind moorings
Village	Clean street signs / Clean trough / To spray with an organic weed killer – The Square, Fore Street & the Banjo (Bi-monthly)
Wood Lane, Upper Wood Lane, Castle Rd, Ridley Hill	Clear weeds, foliage & leaves - Public footpath & steps off Upper Wood Lane Clear drains of debris - Wood Lane Clean red telephone box - Bottom of Wood Lane Clear weeds & moss treatment - All roads

**SIGNATURES**

**Signed** ..... **Dated** .....  
(Contractor)

**Signed** ..... **Dated** .....  
(Chairman)

**Signed** ..... **Dated** .....  
(Clerk)