



Kingswear Parish Council

Parish Clerk: Sue Balsdon, 9 St Matthews Rd, Torquay, TQ2 6JA Tel: 07863 227031

Email: kingswearclerk2017@outlook.com

Lengthsman Contract - Schedule of Works

HIGHER CONTOUR ROAD

1. Clear paths and kerbside of any grit and foliage (4 times per annum).
2. Cut verge in front of Westerland Terrace (4 times per annum).
3. Strim and clear overgrowth, triangular area of land at the junction of HCR & LCR, plus the bank opposite (4 times per annum).
4. Strim and clear overgrowth – Strip of land to the left of HCR (4 times per annum).
5. Clean Red telephone box (4 times per annum).

WOOD LANE, UPPER WOOD LANE, CASTLE ROAD, BEACON ROAD, RIDLEY HILL

1. Clear weeds, foliage and leaves – Public footpath and steps off Upper Wood Lane (4 times per annum).
2. Clear drains of debris – Wood Lane / Upper Wood Lane (4 times per annum).
3. Clean Red telephone Box – Bottom of Wood Lane. (4 times per annum).
4. Keep weed free (Hand weed once per annum) / Spray weeds & moss treatment bi-monthly March to October).

THE SQUARE, FORE STREET, THE BANJO

1. Clean Banjo bus shelter (4 times per annum).
2. Clean road signs (Once per annum).
3. Clean trough (Once per annum).
4. Hand weed once per annum / Spray weeds & moss treatment bi-monthly March to October).
5. Clear around drains.
6. Clean archway noticeboard (4 times per annum)

HILLHEAD

1. Clean defibrillator phone / Clean and sweep bus shelters x 2 / Clean noticeboards x 2 (4 times per annum).
2. Cut back hedges and foliage – Footpath Hillhead Park to Raddicombe Drive (2 times per annum).
3. Raddicombe Drive, Linhay Close, Raddicombe Close – Keep weed free (Hand weed once per annum) / Spray weeds & moss treatment bi-monthly March to October).
4. Clean Road Signs / Welcome to Kingswear Sign (Once 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, which will take priority over those listed within the contract schedule.

- 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) 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.
- 7) The Contractor shall not, without the consent in writing of the Council, assign or transfer the Contract, or any part, share or interest therein.
- 8) No work is to be executed on Sundays, or on public holidays, without the previous written approval of the Parish Council.
- 9) The Contractor shall plan their work so as to cause minimum interference with the normal use of the premises at the site.
- 10) 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 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.

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**