RETURN THIS COPY SIGNED PLEASE

Leicestershire Gardens

Domestic & Commercial Gardens

Office: 22 Haddonian Road, Market Harborough, Leicestershire LE16 9GO
Yard: Unit 3, Evergreen Field Farm, Pincet Lane, North Kilworth, Lutterworth, Leicestershire LE17 6NE
Tel: 01858 881364 Mob: 07734 350545
Email: leicestershiregardens@yahoo.co.uk

THIS CONTRACT AGREEMENT IS MADE THE DAY OF JANUARY 2018:

TUR LANGTON PARISH COUNCIL

and

LEICESTERSHIRE GARDENS

PURPOSE:

The purpose of the Contract is to set out the basis for the provision of grass cutting by Leicestershire Gardens on behalf of the Parish Council.

THE SERVICE:

Leicestershire Gardens shall provide the service in accordance with the terms of the contract agreement and in accordance with all relevant laws applying to the provision of this service.

Leicestershire Gardens shall provide an initial grass cut at the start of March, date to be mutually agreed before commencement. Any variation to the frequency or any additional cuts may be requested by the Parish Council and requires mutual agreement.

Leicestershire Gardens will load and remove all unsightly grass from all areas under the contract.

DURATION AND TERMINATION:

The contract will commence on the 1st March unless stated on the quotation and shall continue thereafter until terminated by either party.

Either party may terminate the contract agreement by giving the other party less than one months notice in writing.

Following service of notice, Leicestershire Gardens shall detail the number of grass cuts undertaken and the PC shall reimburse Leicestershire Gardens within 30 days.

Leicestershire Gardens

Domestic & Commercial Gardens

Office: 22 Haddonian Road, Market Harborough, Leicestershire LE16 9GO
Yard: Unit 3, Evergreen Field Farm, Pincet Lane, North Kilworth, Lutterworth, Leicestershire LE17 6NE
Tel: 01858 881364 Mob: 07734 350545
Email: leicestershiregardens@yahoo.co.uk

INDEMNITY AND INSURANCE:

Leicestershire Gardens shall indemnify the Parish Council against all claims and expenses arising out of the provision of the service. Leicestershire Gardens shall maintain, at it's own expense, Public Liability insurance throughout the period of this agreement, with a cover per incident of at least 5 million pounds (£5,000,000). A copy of the current Public Liability cover shall be provided to the Parish Council for their records.

HEALTH AND SAFETY SIGNS:

Leicestershire Gardens will be responsible for ensuring that the provision of the service is compliant with all current and relevant Health and Safety policies and standards.

Leicestershire Gardens shall ensure that operators wear high visability clothing whilst engaging in the provision of the service and that Traffic Warning signs are displayed in accordance with Chapter 8 of the Traffic Signs Manual.

FINANCE AND INVOICING:

Leicestershire Gardens shall invoice the Parish Council at the end of each month with how many cuts they have undertaken. The Parish Council, subject to confirmation of a satisfactory service, shall pay the invoice within 30 days of receipt.

The prices will remain the same for the entire length of the contract. Should any additional mowing/work need adding to the contract, the price will be mutally agreed before commencement.

DISPUTE AND ARBITRATION:

In the event of a dispute in relation to the provision of the grass cutting service, both parties shall agree to meet within 7 working days to attempt to resolve this dispute.

DATA PROTECTION AND INFORMATION:

Both parties shall comply with the provision of the Data Protection Act 1998 and undertake not to disclose any confidential information concerning the business or other matters to another person without the prior consent of the other party.

COMPLAINTS:

Any complaint, other than those of minor nature, shall be recorded in writing by the Parish Council and passed to Leicestershire Gardens for comment and action as appropriate.

Leicestershire Gardens

Domestic & Commercial Gardens

Office: 22 Haddonian Road, Market Harborough, Leicestershire LE16 9GO
Yard: Unit 3, Evergreen Field Farm, Pincet Lane, North Kilworth, Lutterworth, Leicestershire LE17 6NE
Tel: 01858 881364 Mob: 07734 350545
Email: leicestershiregardens@yahoo.co.uk

CONTRACT REVIEW:

Both parties shall agree to review the contract annually. The terms of this contract may however be varied at any time by agreement between the parties, provided that any variations are documented in writing and signed by both parties.

PLEASE RING THE LENGTH OF CONTRACT – (1) OR 3 OR 5

Signed:
TUR LANGTON PARISH COUNCIL

Signature:

Name:

Date:

Signed:
LEICESTERSHIRE GARDENS

Signature: TPCooper

Name: ~~TP~~ T.P COOPER

Date: 21/1/18