

**DATED: 1ST DECEMBER 2022**

**LEICESTERSHIRE COUNTY COUNCIL**

**-and-**

**(1) TUR LANGTON PARISH COUNCIL**

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**SERVICE LEVEL AGREEMENT – URBAN GRASS CUTTING  
2023 - 2025**

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**THIS AGREEMENT** is made the 1st DECEMBER 2022

**BETWEEN**

(1) **LEICESTERSHIRE COUNTY COUNCIL** of County Hall, Glenfield, Leicester LE3 8RA (“the County Council”)

**-and-**

(2) **TUR LANGTON PARISH COUNCIL** of **TUR LANGTON** (“the Parish Council”)

**1. INTERPRETATION**

- 1.1 The expressions (if any) defined in this Agreement shall have the meaning so specified.
- 1.2 The headings are inserted for convenience only and shall not affect the construction of this Agreement;
- 1.3 Unless the context requires otherwise:
- (i) words importing the singular number shall include the plural and vice versa;
  - (ii) words importing any particular gender shall include all other genders; and
  - (iii) references to persons shall include bodies of persons whether corporate or incorporate.
- 1.4 Any reference in this Agreement to any statute or statutory provision shall be construed as referring to that statute or statutory provision as the same may from time to time be amended, modified, extended, re-enacted or replaced (whether before or after the date of this Agreement) and including all subordinate legislation made under it from time to time.

**2. PURPOSE**

- 2.1 The purpose of this Agreement is to set out the basis for the provision of urban grass cutting by the Parish Council to the County Council (“the Service”).
- 2.2 This Agreement supersedes any and all agreements currently between the County Council and the Parish Council relating to the Service.

### **3. THE SERVICE**

The Parish Council shall provide the Service in accordance with the terms of this Agreement (including the Schedule) and in accordance with all relevant laws applying to the provision of the Service.

### **4. DURATION AND TERMINATION**

4.1 This Agreement shall commence on the **1<sup>st</sup> April 2023** and shall continue thereafter until terminated by either party in accordance with this Agreement.

4.2 Either party may terminate this Agreement on the **31st October** in any one year by serving notice on the other party no later than one month after the **31st October** in that year

### **5. INDEMNITY AND INSURANCE**

5.1 The Parish Council shall indemnify and keep indemnified the County Council against all actions claims demands proceedings damages losses costs charges and expenses whatsoever in respect of or in any way arising out of the provision of the Service or any part of the Service including injury to or death of any person and loss of or damage to any property including any property belonging to the County Council save to the extent that the same arises from any act and/or negligence of the County Council.

5.2 The Parish Council shall maintain at its own expense public liability insurance and employers liability insurance throughout the period of this Agreement and shall ensure that any sub-contractor also maintains public liability insurance and employers liability insurance throughout the period of this Agreement. The cover per incident under each policy shall at all times be at least ten million pounds (£10,000,000) and unlimited in aggregate. Evidence of public liability insurance cover and employers liability insurance (including the cover of any sub-contractors) must be provided before the Parish Council and/or any sub-contractor commences the Service and updated evidence must be provided during the course of this Agreement following any policy renewal and/or other change. The Parish Council must ensure that its insurer (and the insurer of any sub-contractor) is aware that the provision of the Service under this Agreement includes the Parish Council and/or any sub-contractor working within the public highway.

### **6. FINANCIAL**

6.1 Subject to the satisfactory provision of the Service by the Parish Council, the County Council shall pay to the Parish Council a fee for each year that this Agreement is in force ("the Annual Fee").

6.2 The Annual Fee as at the date of this Agreement is in Annex A.

## **[2 INVOICES**

- 6.3 The County Council shall pay the Annual Fee in two equal instalments. The first instalment shall be payable on or before 31 May in each year that this Agreement is in force. The second instalment shall be payable on or before 30 November in each year that this Agreement is in force. Where any change is made to the Annual Fee pursuant to paragraph 1 of the Schedule then the change shall be deducted from (if the Annual Fee decreases) or added to (if the Annual Fee increases) the second instalment in proportion (i.e. pro rata) to the number of cuts the change in the Annual Fee applies to.

**OR**

## **[1 INVOICE**

- 6.3 The County Council shall pay the Annual Fee in one instalment payable on or before 30<sup>th</sup> November in each year that this Agreement is in force. Where any change is made to the Annual Fee pursuant to paragraph 1 of the Schedule then the change shall be incorporated into the instalment in proportion (i.e. pro rata) to the number of cuts the change in the Annual Fee applies to.

## **7. APPOINTMENT OF STAFF AND CONTRACTORS**

The Parish Council may provide the Service pursuant to terms of this Agreement by means of directly employed staff or by appointing one or more sub-contractors or by a combination of both of the above as the Parish Council considers most advantageous.

## **8. DISPUTE RESOLUTION AND ARBITRATION**

- 8.1 If a question dispute or difference (“the Dispute”) arises in relation to the provision of the Service and/or this Agreement then the Commercial and Business Manager, Highways Delivery, Leicestershire County Council and the Parish Clerk shall meet within 7 working days of the Dispute arising and use their respective best endeavours to resolve the Dispute. If they are unable to reach a mutually acceptable resolution they shall refer the Dispute to the Assistant Director of Environment and Transport of the County Council and the Parish Council Chairman (or such other suitable senior officers as they shall each in their absolute discretion determine) who shall meet within 14 working days of the referral and use their respective best endeavours to resolve the Dispute.
- 8.2 Where it is not possible to resolve a dispute under Clause 13.1 the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.

8.3 Nothing in this Clause 8 shall prevent a party from seeking from any Court of competent jurisdiction an interim order restraining the other party from doing any act and/or compelling the other party to do any act.

8.4 The provision of the Service by the Parish Council shall not be suspended, cease or be delayed by reference of a dispute to mediation or to a Court and the Parish Council shall comply fully with this Agreement at all times.

## **9. DATA PROTECTION AND INFORMATION**

9.1 Data Protection Legislation: (i) unless and until the Data Protection Act 1998 (DPA 1998) is no longer directly applicable in the UK, the DPA 1998 and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then; (ii) on and from 25th May, 2018 unless and until the General Data Protection Regulation ((EU) 2016/679) (GDPR) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK, including the Data Protection Act 2018 and then; (iii) any successor legislation to the GDPR .

9.2 The parties acknowledge that they are both subject to the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR"). The parties undertake that they will cooperate with each other in complying with their respective duties under FOIA and/or EIR as they relate to this Agreement and/or the Service.

9.3 The Parish Council shall procure that any sub-Contractor provides all information that it possesses and all support to enable the parties to comply with their obligations under FOIA and EIR.

9.4 Each party undertakes that it shall not, at any time, disclose to any person (save an employee, officer or adviser of the party) any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except with the prior consent of the other party or as required by law. No party shall use the other party's confidential information for any purpose other than to perform its obligations under this Agreement.

## **10. GENERAL**

10.1 Any notice required to be served under this Agreement shall be sent by recorded delivery post and in the event of a notice given by the Parish Council it shall be sent to the Director of Environment and Transport at County Hall, Glenfield, Leicester LE3 8RA or such other address as is notified to the Parish Council from time to time and in the event of notice to the Parish Council it shall be sent to the Parish Clerk or such other address as is notified to the County Council from time to time and in each case shall be deemed to be given and received on the second working day following mailing.

- 10.2 The parties shall undertake a review of this Agreement at most annually with particular reference to the effectiveness of the provision of the Service.
- 10.3 The terms of this Agreement may be varied at any time by agreement between the parties and provided that such variations must be documented in writing and signed by both parties.
- 10.4 This Agreement shall be subject to English Law in all respects (including formation) and shall be construed and interpreted in accordance with English Law and shall be subject to the jurisdiction of the courts of England.
- 10.5 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement unless otherwise expressly stated in this Agreement and then only to the extent permitted by such terms.
- 10.6 The Parish Council shall not have the right to assign or transfer the benefit of this Agreement or any part of this Agreement without the consent of the County Council.
- 10.7 Each of the parties will pay their own costs and expenses incurred in connection with the preparation negotiation and completion of this Agreement.
- 10.8 The Parish Council shall respond, to include the provision of copies of any document in its possession, to any request for information from the County Council in respect of the provision of the Service and/or this Agreement within any reasonable period specified by the County Council in any such request.
- 10.9 If the Parish Council, its employees or anyone acting on the Parish Council's behalf shall have offered or given or agreed to give any personal inducement or reward in respect of this or any other County Council contract (even if the Parish Council does not know what has been done), or committed an offence under the Bribery Act 2010 or given any fee or reward the receipt of which is an offence under section 117(2) of the Local Government Act 1972 or committed any fraud in connection with this or any other County Council contract whether alone or in conjunction with County Council members, contractors or employees then the County Council shall be entitled to terminate forthwith this Agreement and without prejudice to any other right of the County Council recover from the Parish Council the amount of any loss arising from such termination. Any provision limiting the Parish Council's liability shall not apply to this clause 10.9.

**16. SIGNATURES**

**Leicestershire County Council**

**TUR LANGTON Parish Council**

*S Woodward*  
.....  
**Signature**

.....  
**Signature**

S M WOODWARD.....  
**Name**

.....  
**Name**

**19<sup>th</sup> December 2022**.....  
**Date**

.....  
**Date**

## **SCHEDULE**

### **SPECIFICATION**

#### **Urban Grass Cutting**

##### General

1. The Parish Council shall undertake grass cutting of the highway verges coloured red on the plan(s) attached to this Agreement at the Annex B to this Schedule and carry out strimming of all urban jitties which fall within the extents of the plan. The entire area of grass specified on the plans and/or listed shall be cut. The County Council and the Parish Council may agree to add or remove highway verges and jitties from the area covered by this Agreement. Such a change shall take effect as a variation to this Agreement and must be recorded in writing. The County Council and the Parish Council shall as part of such a variation consider if any change to the Annual Fee is required.
2. The Parish Council must ensure that the grass cutting operation finely chops the grass and deposits the grass cuttings on the area cut at the time of cutting and not onto the carriageway, footway, other paved areas or elements of the local highway drainage system.
3. The Parish Council shall cut up to obstructions, boundaries, edges, safety fences etc. Grass margins and narrow grass strips around street furniture, trees etc. which cannot be cut by machine mower shall be trimmed by other means at the same time and to the same standard as the main area. When undertaking the cutting over an area, an overlap shall be allowed between swathes and, at the end of each run/cut, the turn shall be undertaken in such a manner as not to endanger any pedestrian or vehicular traffic using the highway. Due care must be taken not to damage shrubs, trees etc. Immediately after cutting, the grass and other vegetation should not be longer than 50mm or less than 20mm but the County Council accepts that where grass is wet this may not be possible.
4. Six cuts per grass cutting season (1 April to 31 October) are required for highway verges.
5. Three cuts per grass cutting season (1 April to 31 October) are required for jitties.



6. The Parish Council shall be responsible for scheduling the cuts during the grass cutting season. The Parish Council shall act reasonably in scheduling the cuts across the grass cutting season (1 April to 31 October). The Parish Council is permitted to schedule cuts in excess of those required by this Schedule but must do so at its own cost.
7. The Parish Council shall be responsible for ensuring that the provision of the Service is compliant with all relevant health and safety standards and shall provide copies, on request, of any health and safety policies relevant to the provision of the Service to the County Council. The Parish Council shall ensure that the provisions on Traffic Management (below) are complied with in the provision of the Service.
8. The Parish Council shall keep records of any complaints received directly by the Parish Council and/or any sub-contractor and shall provide a copy of such a record to the County Council when complaints are received. Where the County Council receives complaints direct in relation to the Service then the Parish Council shall provide all reasonable assistance to the County Council to enable the County Council to respond to such complaints. The County Council may forward to the Parish Council any complaints received direct for resolution.

#### Traffic Management

9. Traffic safety measures must be carried out in accordance with the Code of Practice for safety at Street Work and Road Works issued under the New Roads and Street works act 1991 and shall conform to Chapter 8 of the Traffic Signs Manual published by HM Stationery Office or any amendment thereof for time being in force.
10. Operatives working on site shall wear the following PPE:
  - Class 3 High Visibility Jacket (Yellow or Orange)*
  - Class 1 High Visibility Trousers*
  - Hard Hat for ALL sites*
  - Plus any task specific PPE identified in Risk Assessments*
11. All vehicles shall be fitted with a minimum of one flashing amber lamp, visible from both front and rear of the vehicle and shall have signs boards reading "HIGHWAY MAINTENANCE" to diag. 7404 fixed at the rear.



12. The Parish Council shall ensure that any vehicles and machinery engaged in connection with the provision of the Service do not obstruct the visibility of other vehicle drivers and/or pedestrians.

## **ANNEX A – ANNUAL FEE**

The Annual Fee applicable to this agreement is **£411.84**

## **ANNEX B – AREAS OF GRASS TO BE CUT**

- Map Provided