

## CREDITON GROUNDS MAINTENANCE CONTRACT

### FORMAL TENDER PACK

- Tender Instructions and Conditions
- Tender Specification
- Contractor Application Form
- Pricing Pro-Forma
- Site plans
- Evaluation Criteria
- Draft Contract

If any of the above documents are missing from the Tender Pack please contact:

Emma Anderson  
Crediton Town Council  
Manor Office  
6 North Street  
Crediton  
EX17 2BR

Telephone: 01363 773717  
E-mail: [e.anderson@crediton.gov.uk](mailto:e.anderson@crediton.gov.uk)

**Before submitting your tender application, please complete the checklist below**

Tender Application Checklist	Yes	No
Is the tender application submitted in English and legible in ink or type?		
Is there a fully completed Tender Application Form?		
Is the Tender signed and dated?		
Is the Tender contained in an envelope clearly marked 'Crediton Town Council Tender Documents'?		

## CREDITON GROUNDS MAINTENANCE CONTRACT

### Tender Instructions and Conditions

#### General

1. These Tender Instructions and Conditions apply to a 3-year grounds maintenance contract for Crediton, to ensure that all participants are treated equally and fairly. Failure to comply with these Tender Instructions and Conditions may invalidate your tender application.
2. Please direct any queries regarding the Crediton grounds maintenance contract to:

Emma Anderson  
Deputy Clerk  
Crediton Town Council  
Manor Office  
6 North Street  
Crediton  
EX17 2BR

Telephone: 01363 773717  
E-mail: [e.anderson@crediton.gov.uk](mailto:e.anderson@crediton.gov.uk)

3. Crediton Town Council (the "Council") recommends that participants take legal advice, prior to tendering, regarding any regulation or legislation that may affect them should they be successful.
4. The Council reserves the right to retain all and any of the information supplied to it by participants during this tender process.

#### Important Notices

5. Participants are required to submit a complete tender application as detailed in paragraph 18 below. This information will be used for evaluation purposes only.
6. It is the participant's responsibility to ensure the Council is not misled. The information provided in the tender application will be relied upon and taken to be complete, true and accurate. If it subsequently determined that any information supplied was inaccurate, incomplete or untrue and was relied upon for evaluation purposes the Council reserve the right to invalidate the participant's tender application.
7. The Council reserves the right to meet with or ask questions to any participant or relevant organisation mentioned in the participant's tender application.

8. All documents contained in the tender pack and the information contained within them has been prepared by the Council in good faith but does not purport to be comprehensive or to have been independently verified. Participants should not rely on the information and should carry out their own due diligence checks and verify the accuracy of the information.
9. The terms of the tender pack and any further documents that may be issued in relation to the grounds maintenance contract are subject to contract and entirely without prejudice to the Council's legal position.
10. Canvassing of any Crediton Town Councillors, directly or indirectly, in relation to this tender shall invalidate your tender application and disqualify you from the tender process.
11. Any participant that engages in any collusion in relation to this tender process, including but not limited to fixing or adjusting the amount of their tender application by agreement or arrangement with any other participant, will be disqualified from the tender process.
12. Participants shall not undertake (or permit to be undertaken) at any time any publicity activity with any section of the media in relation to this tender process other than with the prior written agreement of the Council.
13. The issue of the tender pack in no way commits the Council to award any contract pursuant to this tender process. The Council is not bound to accept the lowest or any tender and reserves the right to accept any tender either in whole or in part or parts. Nothing in the tender pack shall oblige the Council to award any contract and the Council reserves the right to vary or amend the tender pack and the tender process in general. The Council reserves the right, subject to relevant legislation, at any time to reject any tender application.
14. Following the completion of the participant's tender applications, the Council reserves the right to require further information or clarification from the participant.
15. Any participants related to any member of the Council or a member of its staff, are required to disclose the relationship in writing in their tender application. Failure to disclose this shall invalidate your tender application, and if appointed, may result in termination of the Contract without notice.
16. A member of the Council shall not solicit for any person any appointment under the Council or recommend any person for such appointment or for promotion; but, nevertheless, a member may give a written testimonial of a participant's ability, experience or character for submission to the Council with a tender application.
17. The laws of England will apply to this tender process and any subsequent contract.

## **Tender Instructions**

18. All tender applications are required to be submitted in compliance with the following instructions:
  - a) submitted in writing, in English and legible in ink or type;
  - b) prepared in accordance with the tender specification (provided in the tender pack);
  - c) submitted with a fully completed contractor application form (provided in the tender pack);
  - d) set out all costs, rates and prices in pounds sterling and set out as an exact sum of money (a pricing pro-forma has been provided in the tender pack);
  - e) signed and dated by the Contractor; and
  - f) submitted to the Council in an envelope clearly marked 'Crediton Town Council Tender Documents'.

## **Closing date and time for receipt of tenders**

19. The closing date and time for receipt of tender applications is **12.00 noon on Tuesday 27 January 2026**.
20. Tender applications received after this time may not be considered and may be returned unopened. Extensions to the closing date and time may be granted but only at the sole discretion of the Council and only where the Council considers that such extensions are absolutely necessary.

## **Evaluation of Tenders**

21. All tender applications submitted will be opened, after the stated closing date and time detailed in paragraph 19, by the Deputy Clerk and at least one Member of the Council.
22. Tender applications will be evaluated by Full Council, against a pre-approved Evaluation Criteria, a copy of which is enclosed in the tender pack.
23. The Council's decision is final; there will be no appeal process.
24. The Council requires the contract to be signed within three weeks of acceptance by the successful participant.



# CREDITON TOWN COUNCIL

## CREDITON GROUNDS MAINTENANCE SPECIFICATION

### PEOPLES PARK

To provide grounds maintenance at Peoples Park, Crediton in accordance with Crediton Town Council specifications as detailed below during the period 1<sup>st</sup> April 2026 and 31<sup>st</sup> March 2029. This does not include maintenance of the Scout Memorial Garden or Wildlife Area (see Appendix A for clarification).

#### **Grass Cutting - General**

Grass cutting is to be carried out every 12 working days (approx.) between April and October as per the attached grass cutting plan (Appendix A). An additional cut may be required in November and February, with a maximum of 14 cuts per year. Between April and October the hatched areas shown on Appendix A are to be left uncut. At the end of the growing season (approx. October), the entire site is to be cut including the areas of long grass. The leaving of the hatched areas will restart in Spring the following year. A site visit will be arranged prior to the first cut to mark out the cutting area.

Grass cutting is to be undertaken with a cylinder or rotary mower; minimum 30mm grass height; including cutting around obstructions and trimming to same; leaving arisings but ensuring all public pathways are swept and kept clear of grass cuttings. In periods of drought the grass area is to be maintained at a minimum of 40mm.

The use of herbicide is not permitted to any paths or any edging. The weather and events will have an impact on the potential to change frequencies to either more cuts or less cuts. Variations to the schedule or additional works must be agreed with the Clerk directly.

#### **Leaf Clearance**

Leaves shall be cleared from all paths and grassed areas throughout the year. Leaves must not be left on the grass so that they cause yellowing of the grass area. Leaves on paths and steps, shall be cleared every 12 working days from 1<sup>st</sup> October or first fall to end of December. All leaves to be removed from site.

#### **Tree Stakes and Small Staked or Protected Trees**

In March and November, check stakes for looseness breaks and decay; re-firm ground damaged due to wind, frost heave or other disturbance, adjust and re-secure ties as required, remove broken branches and prune lower branches to improve shape.

Remove any unnecessary stakes and ties, or tree protection boxes from trees that are able to support themselves. Replace any damaged stakes and ties. Stakes to be tanalised, 100mm round. New and replaced stakes should be as short as possible to allow for wind strengthening of tree trunk and be no higher than 40cm above ground level.

#### **Lime Avenue**

Annually remove all basal sucker growth from all Lime trees and dispose of arisings from site.

#### **Litter Clearance**

All litter is to be removed from entire site, upon every site attendance. Dispose of litter in an approved manner.

## **ALLOTMENTS**

To provide grounds maintenance at Exhibition Road and Barnfield Allotments, Crediton in accordance with Crediton Town Council specifications as detailed below during the period 1<sup>st</sup> April 2026 and 31<sup>st</sup> March 2029.

### **BARNFIELD ALLOTMENTS**

#### **Grass Cutting**

Cut the triangular grassed area at the top of the field, the central pathway and turning area every other general grass cut (approx. monthly) between April and October, with a cylinder or rotary mower; minimum 30mm grass height; including cutting around obstructions and trimming to same; leaving arisings but ensuring all pathways are swept and kept clear of grass cuttings. The use of herbicide is not permitted to any paths or any edging.

#### **Maintenance of Boundary Fence**

Cut vegetation growing along the metal boundary fence bordering Barnfield with suitable cutting equipment, four times per year in April, June, August, and October to ensure footpath is kept clear. Leaving arisings but ensuring all pathways are kept clear of cuttings.

#### **Hedge Maintenance**

Cut hedges once per year in October with either shears or a handheld hedge trimmer, as appropriate, all arisings removed from site. Hedging should be cut to previous years pruning point, have a wider base and a level top. All litter and debris shall be removed from the hedge and hedge base before leaving the site.

### **EXHIBITION ROAD ALLOTMENTS**

#### **Grass Cutting**

Cut the two lay down areas four times per year in April, June, August, and October, with a cylinder or rotary mower; minimum 30mm grass height; including cutting around obstructions and trimming to same; leaving arisings but ensuring all pathways are swept and kept clear of grass cuttings. The use of herbicide is not permitted to any paths or any edging.

#### **Maintenance of Boundary Fence**

Cut vegetation growing at the base of the metal boundary fence bordering Exhibition Road with suitable cutting equipment, four times per year in April, June, August, and October. Leaving arisings but ensuring all pathways are kept clear of cuttings.

#### **Hedge Maintenance**

Trim the top and inside of all three hedges once per year in October with either shears or handheld hedge trimmer, as appropriate. Strim any grass sections which are part of hedge. Hedging should be cut to previous years pruning point, have a wider base and a level top. Arisings to be chipped and left onsite at a location agreed in advance with the Boniface Allotments Association for compost. All litter and debris shall be removed from the hedge and hedge base before leaving the site.

Cut outside of hedge bordering housing estate (from Exhibition Road to Willow Walk inclusive), once per year in October with either shears or handheld hedge trimmer, as appropriate, all arisings to be moved from site. Hedging should be cut to previous years pruning point, have a wider base and a level top. All litter and debris shall be removed from the hedge and hedge base before leaving the site.

## **UPPER DECK**

To provide grounds maintenance at Upper Deck, Crediton in accordance with Crediton Town Council specifications as detailed below during the period 1<sup>st</sup> April 2026 and 31<sup>st</sup> March 2029.

### **Grass Cutting**

Grass cutting is to be carried out every other general grass cut (approx. monthly) between April and October, with a cylinder or rotary mower; minimum 30mm grass height; including cutting around obstructions and trimming to same; leaving arisings but ensuring all pathways are swept and kept clear of grass cuttings. The use of herbicide is not permitted to any paths or any edging.

### **Hedge Maintenance**

Cut hedges once per year in October with either shears or a handheld hedge trimmer, as appropriate, all arisings removed from site. Hedging should be cut to previous years pruning point, have a wider base and a level top. All litter and debris shall be removed from the hedge and hedge base before leaving the site.

### **Shrub Pruning**

Prune any shrubs at appropriate time of year for the plant. Prune throughout the year any shrubs overhanging paths to keep walkways clear. Remove all arisings from site.

### **Weed Control – Hard Areas**

Throughout the year remove weeds and any moss from all hard standing areas, kerbs, paths, path edges, walls and fence lines, using manual methods or strimming permitted. No herbicide shall be used. Sweep up and clear all arisings from site.

### **Litter Clearance**

All litter is to be removed from entire site, upon every site attendance. Dispose of litter in an approved manner.

### **Leaf Clearance**

Leaves shall be cleared from all shrub beds, paths and grassed areas throughout the year. Leaves must not be left on the grass so that they cause yellowing of the grass area. Leaves on paths and steps, shall be cleared once a month from 1<sup>st</sup> October or first fall to end of December. All leaves to be removed from site.

### **General Maintenance**

Remove any fallen branches and other debris from entire site upon every site visit, as necessary.

## **PLAY AREAS**

To provide grounds maintenance at Spinning Path Gardens Play Area and Fulda Crescent Play Area, Crediton in accordance with Crediton Town Council specifications as detailed below during the period 1<sup>st</sup> April 2026 and 31<sup>st</sup> March 2029.

### **SPINNING PATH GARDENS**

#### **Grass Cutting**

Grass cutting is to be carried out every other general grass cut (approx. monthly) between April and October, with a cylinder or rotary mower; minimum 30mm grass height; including cutting around obstructions and trimming to same; leaving arisings but ensuring all public pathways are swept and kept clear of grass cuttings. In periods of drought the grass area is to be maintained at a minimum of 40mm.

The grass edges can be maintained by manual or mechanical means; the grass growth must not exceed 40mm length on any kerb edges or pathways. The use of herbicide is not permitted to any paths or any edging.

#### **Hedge Maintenance**

Cut hedges once per year in October with either shears or a hand held hedge trimmer, as appropriate, all arisings removed from site. Hedging should be cut to previous years pruning point, have a wider base and a level top. All litter and debris shall be removed from the hedge and hedge base before leaving the site.

#### **Shrub Pruning**

Prune any shrubs at appropriate time of year for the plant. Prune throughout the year any shrubs overhanging paths to keep walkways clear. Remove all arisings from site.

#### **Weed Control – Hard Areas**

Throughout the year remove weeds and any moss from all hard standing areas, kerbs, paths, path edges, walls and fence lines, using manual methods or strimming permitted. No herbicide shall be used. Sweep up and clear all arisings from site.

#### **Leaf Clearance**

Leaves shall be cleared from all paths and hard areas once a month from 1<sup>st</sup> October or first fall to end of December. All leaves to be removed from site.

#### **Litter Clearance**

All litter is to be removed from entire site, upon every site attendance. Dispose of litter in an approved manner.

## **FULDA CRESCENT**

### **Maintenance of Boundary Fences**

Cut back vegetation growing along boundary fencing with suitable cutting equipment, four times per year in April, June, August, and October removing all arisings.

### **Weed Control – Hard Areas**

Throughout the year remove weeds and any moss from all hard standing areas, kerbs, paths, path edges, walls, and fence lines, using manual methods or strimming permitted. No herbicide shall be used. Sweep up and clear all arisings from site.

### **Leaf Clearance**

Leaves shall be cleared from all paths and hard areas once a month from 1<sup>st</sup> October or first fall to end of December. All leaves to be removed from site.

### **Litter Clearance**

All litter is to be removed from entire site, upon every site attendance. Dispose of litter in an approved manner.

### **General Maintenance**

Remove any fallen branches and other debris from entire site upon every site visit, as necessary.

0 10 20 30 40m  
Scale: 1:1400 @ A4





PEOPLES PARK	Approximate frequency	Price per annum	Price per occasion (or for additional work)
Grass cutting - general	Every 12 working days April - Oct (approx. 12 cuts/year) Additional cuts in Nov & Feb Maximum 14 cuts per year		
Leaf clearance	Every 12 working days (Oct - Dec)		
Inspect tree stakes	Twice per year		
Replace/remove tree stakes	As required	N/A (price per tree only)	
Removal of basal suckers	Once per year		
Litter clearance	As required when on site		
<b>TOTAL</b>			



# CREDITON TOWN COUNCIL

ALLOTMENTS		Price per annum (Excluding VAT)	Price per occasion (or for additional work)
<b>BARNFIELD</b>			
Grass cutting	Every other grass cut (approx. 7 cuts/year)		
Maintenance of boundary fence	Four times per year		
Hedge maintenance	Once per year		
<b>EXHIBITION ROAD</b>			
Grass cutting	Four times per year		
Maintenance of boundary fence	Four times per year		
Hedge maintenance	Once per year		
<b>TOTAL</b>			



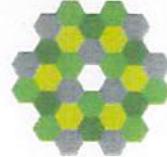
# CREDITON TOWN COUNCIL

UPPER DECK		Price per annum (Excluding VAT)	Price per occasion (or for additional work)
Grass cutting	Every other grass cut (approx. 7 cuts/year)		
Hedge maintenance	Once per year		
Shrub pruning	As required when on site		
Weed control	As required when on site		
Litter clearance	As required when on site		
Leaf clearance	Once per month (Oct-Dec)		
General maintenance	As required when on site		
<b>TOTAL</b>			

PLAY AREAS		Price per annum (Excluding VAT)	Price per occasion (or for additional work)
<b>SPINNING PATH GARDENS</b>			
Grass Cutting	Every other grass cut (approx. 7 cuts/year)		
Hedge Maintenance	Once per year		
Shrub pruning	As required when on site		
Weed Control	As required when on site		
Leaf Collection	Once per month (Oct - Dec)		
Litter Collection	As required when on site		
<b>FUDLA CRESCENT</b>			
Maintenance of boundary fences	Four times per year		
Weed Control	As required when on site		
Leaf Collection	Once per month (Oct - Dec)		
Litter Collection	As required when on site		
General maintenance	As required when on site		
<b>TOTAL</b>			

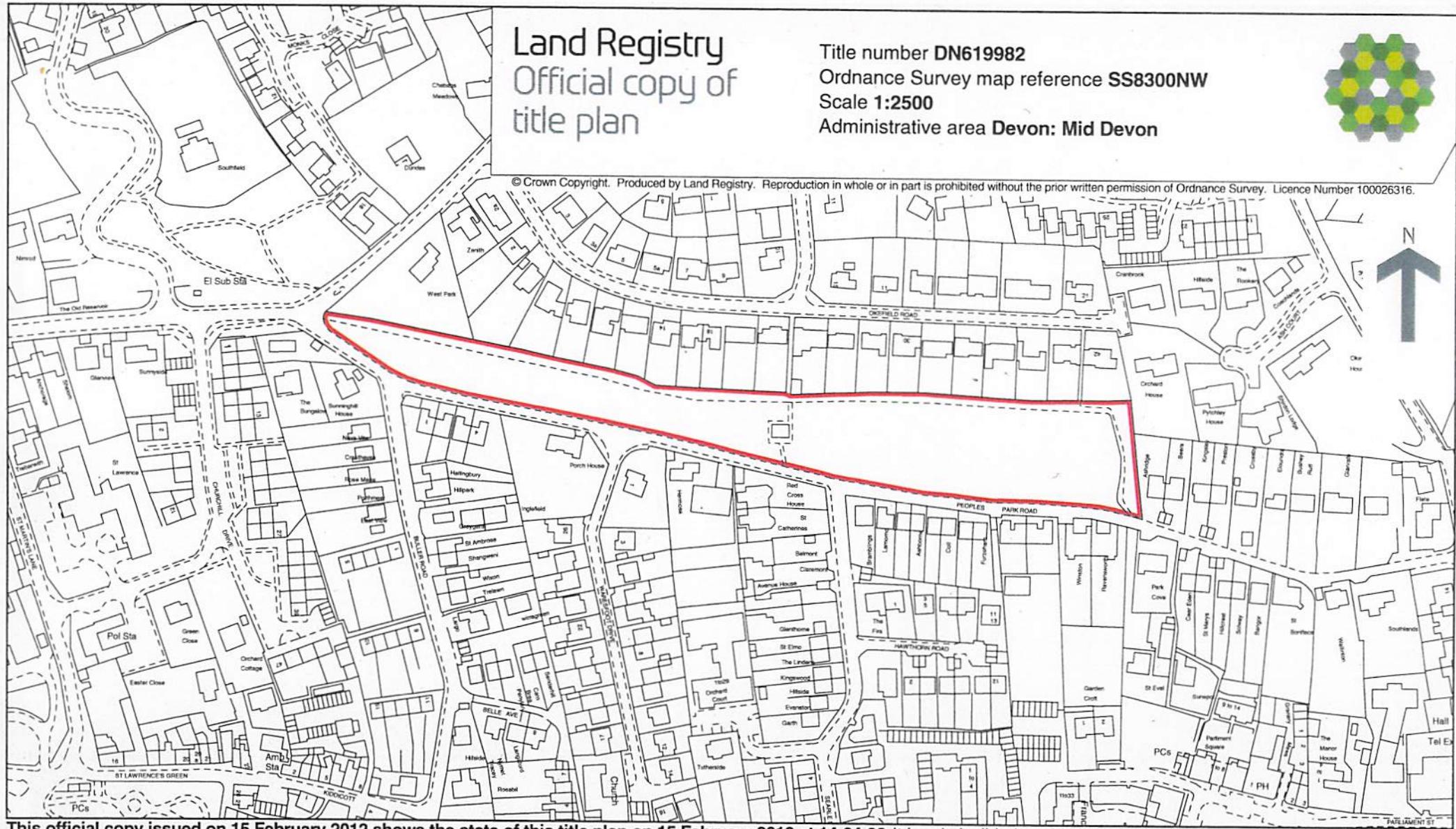
# Land Registry Official copy of title plan

Title number **DN619982**  
Ordnance Survey map reference **SS8300NW**  
Scale **1:2500**  
Administrative area **Devon: Mid Devon**



N

© Crown Copyright. Produced by Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.



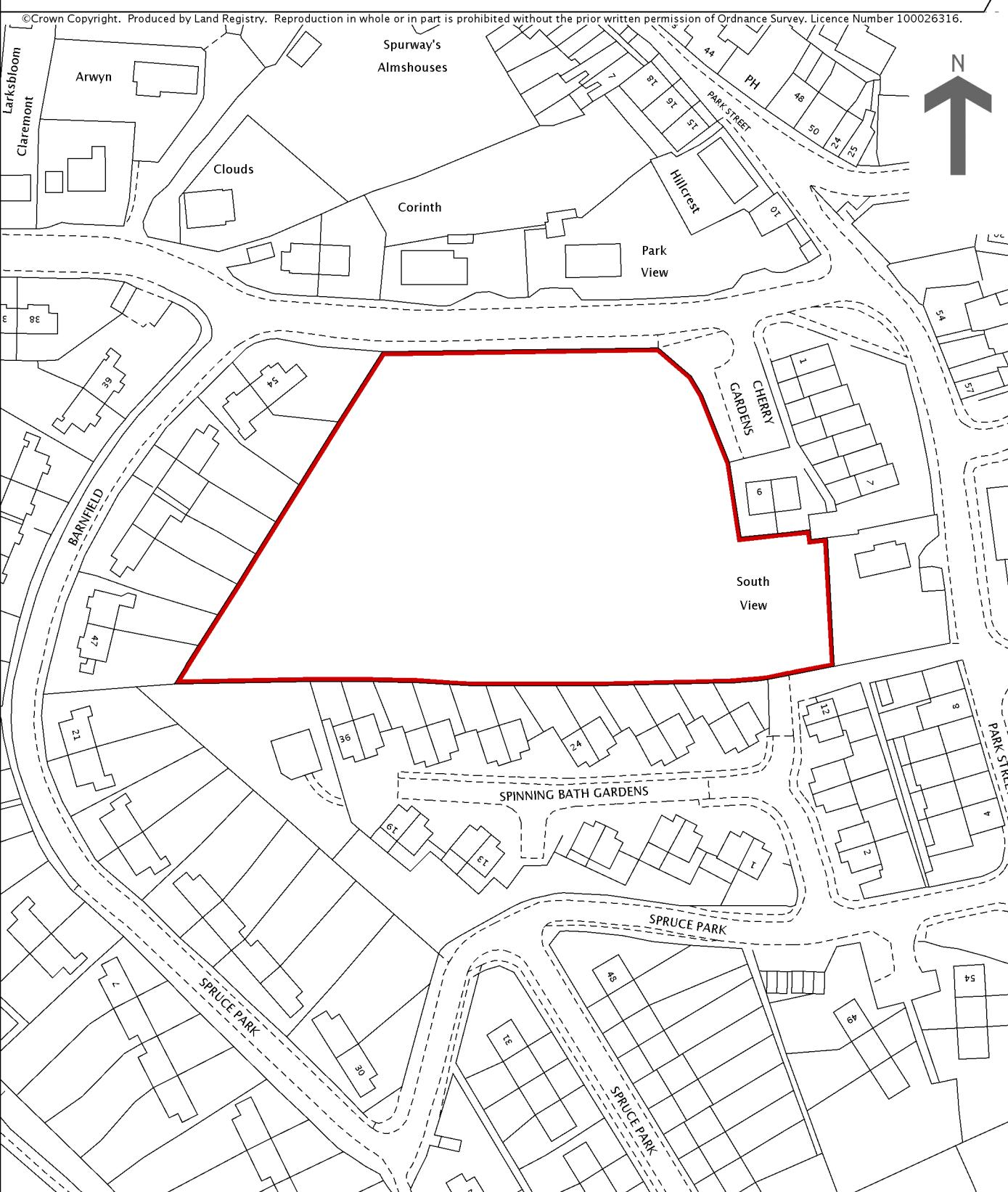
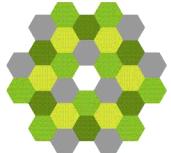
This official copy issued on 15 February 2012 shows the state of this title plan on 15 February 2012 at 14:04:38. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.

This title is dealt with by Land Registry, Plymouth Office.

# Land Registry Current title plan

Title number **DN576944**  
Ordnance Survey map reference **SS8300SW**  
Scale **1:1250** enlarged from **1:2500**  
Administrative area **Devon : Mid Devon**

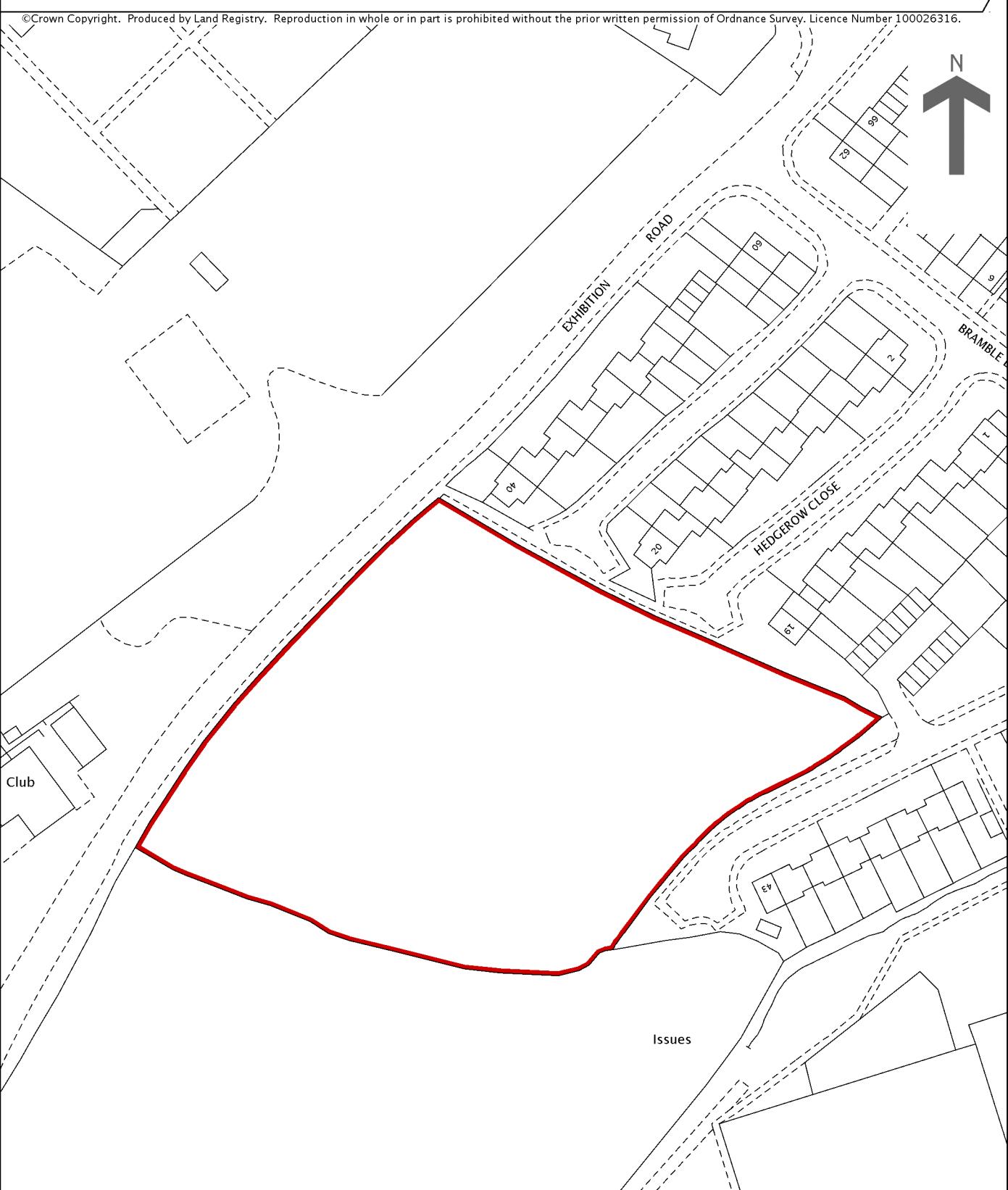
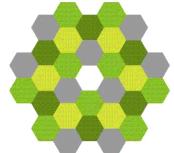


This is a copy of the title plan on 24 NOV 2016 at 09:25:03. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the title plan. An official copy of the title plan is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the Land Registry web site explains how to do this.

The Land Registry endeavours to maintain high quality and scale accuracy of title plan images. The quality and accuracy of any print will depend on your printer, your computer and its print settings. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by Land Registry, Plymouth Office.



This is a copy of the title plan on 24 NOV 2016 at 09:26:57. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

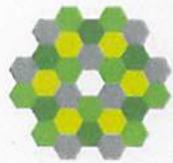
This copy is not an 'Official Copy' of the title plan. An official copy of the title plan is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the Land Registry web site explains how to do this.

The Land Registry endeavours to maintain high quality and scale accuracy of title plan images. The quality and accuracy of any print will depend on your printer, your computer and its print settings. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by Land Registry, Plymouth Office.

# Land Registry Official copy of title plan

Title number **DN606873**  
Ordnance Survey map reference **SS8200NW**  
Scale 1:1250 enlarged from 1:2500  
Administrative area **Devon: Mid Devon**



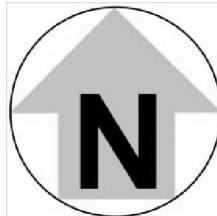
© Crown Copyright. Produced by Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.



This official copy issued on 7 December 2010 shows the state of this title plan on 7 December 2010 at 09:49:50. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.

This title is dealt with by Land Registry, Plymouth Office.



Site  
**Crediton**

Location  
**Spinning Path Gardens**  
**Play Area**

Scale: Not to scale

Date: 14 June 2016

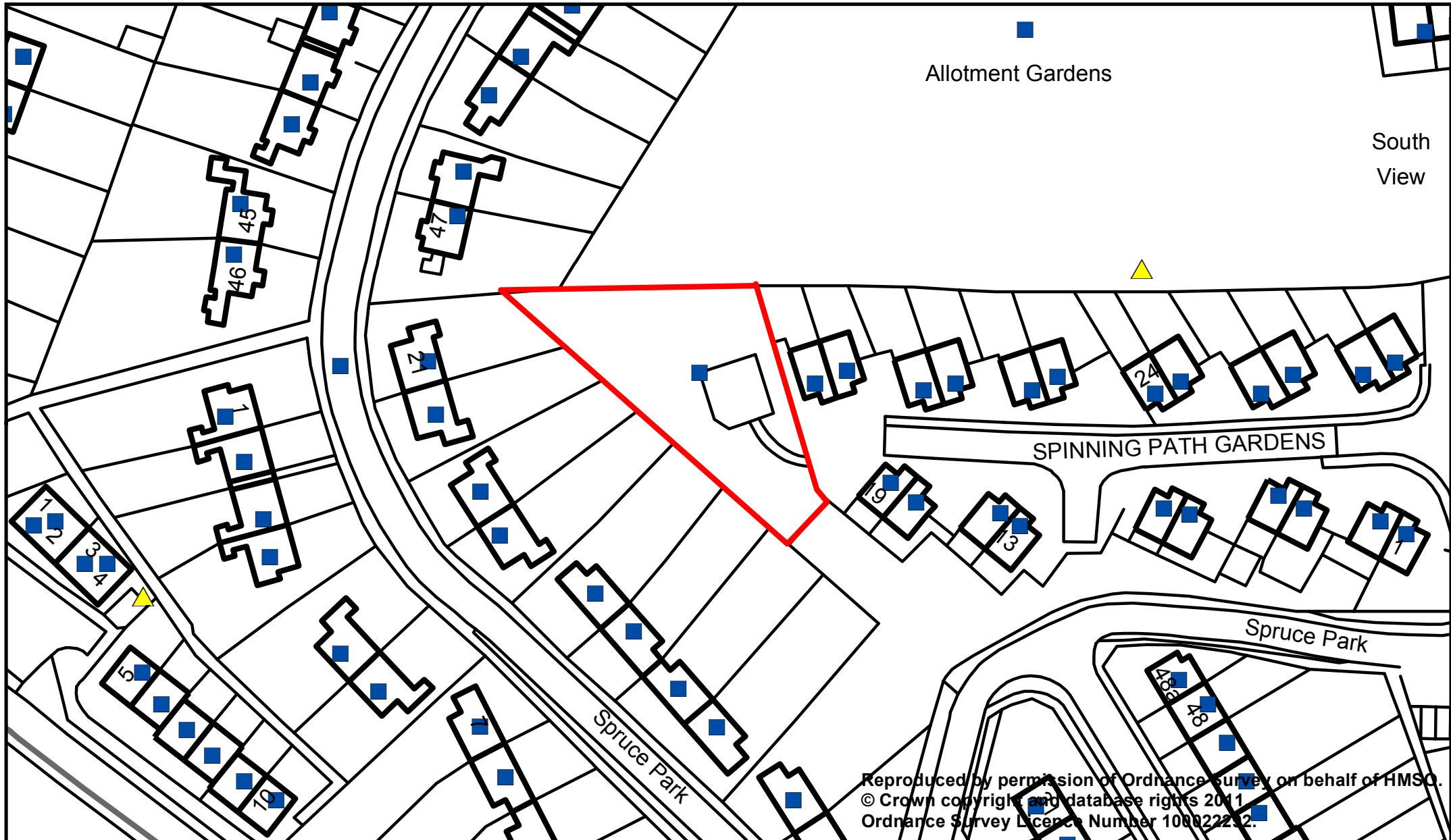
Drg. No: 1

Produced by: Adrian Cook

Customer Services, Estates Management  
Phoenix House  
Phoenix Lane, Tiverton EX16 6PP

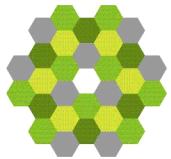
Tel: 01884 255255

Website: [www.middevon.gov.uk](http://www.middevon.gov.uk)

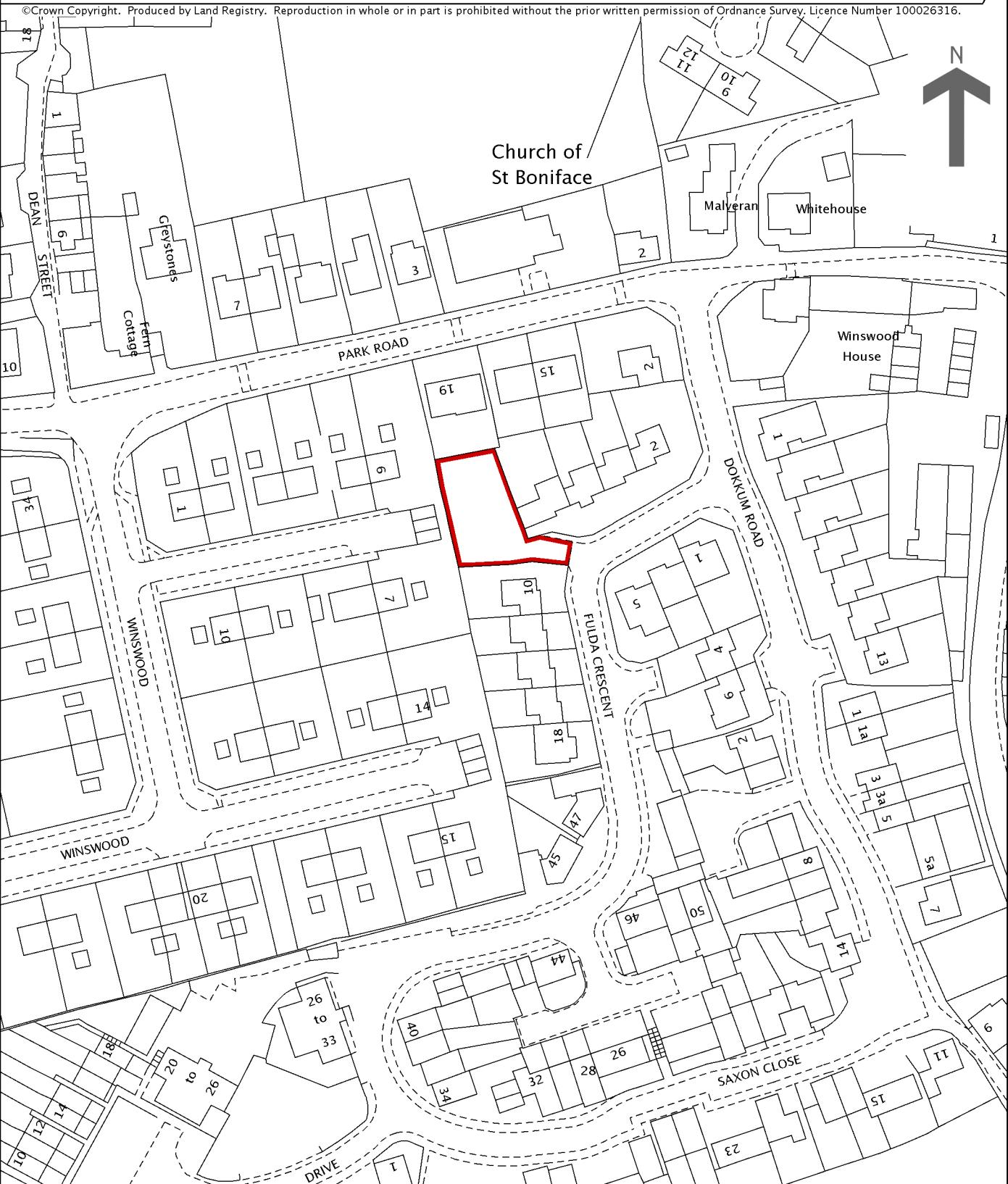


Land Registry  
Official copy of  
title plan

Title number **DN609873**  
Ordnance Survey map reference **SX8399NE**  
**Scale 1:1250 enlarged from 1:2500**  
Administrative area **Devon : Mid Devon**



©Crown Copyright. Produced by Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.



## CREDITON GROUNDS MAINTENANCE CONTRACT

### EVALUATION CRITERIA

The Town Council outsources several services to outside contractors. To ensure the Council receives value for money whilst meeting its core objects it uses a standardised evaluation template and scoring criteria to support its decisions.

#### Evaluation

To ensure this is achieved it is proposed to adopt a weighted scoring system based on Quality, Price and Local Economic Benefit.

#### Quality & Technical Capability (weighting 50%)

- Background – including quality accreditation
- Qualified Staff
- Level of detail in submission i.e. all points covered
- Assessment of final quality based on submission

#### Price (weighting 40%)

To ensure affordability and award the contract in line with the Town Council's financial regulations.

#### Local Economic Benefit (weighting 10%)

To ensure the effects of the expenditure will have a secondary benefit in the local economy through the multiplier effect and increase the effectiveness of the spend within the local community.

#### Total 100%

The weighted score for each question is calculated by taking the final average score which is multiplied by the question weighing and divided by the maximum available score. Each evaluation question will be scored between 0 and 5 according to the following scoring system:

5	Meets exactly the specified standard.	Excellent
4	Meets the standard well but not completely.	Good
3	Mostly meets standard but fails in parts.	Fair
2	Mostly fails standard but meets in some.	Doubtful
1	Significantly fails to meet standard.	Poor
0	Completely fails to meet standard.	Reject

To work out the adjusted weighting on price, the lowest price submitted is divided by actual price submitted, multiplied by price weighting of 40.

## Evaluation Form

**Applicant Name** \_\_\_\_\_

**Trading Name (if any)** \_\_\_\_\_

All tender applications will be evaluated on the Evaluation Criteria set out below. Each evaluation question will be scored between 0 and 5 according to the following scoring system:

5	Meets exactly the specified standard.	Excellent
4	Meets the standard well but not completely.	Good
3	Mostly meets standard but fails in parts.	Fair
2	Mostly fails standard but meets in some.	Doubtful
1	Significantly fails to meet standard.	Poor
0	Completely fails to meet standard.	Reject

Evaluation Criteria	Score
<b>Quality &amp; Technical Capability (50%)</b>	
<ul style="list-style-type: none"><li>• Background &amp; quality accreditation</li><li>• Qualified Staff</li><li>• Level of detail in submission i.e. all points covered</li><li>• Assessment of final quality based on submission</li></ul>	
<b>Local Economic Benefit (10%)</b>	
To ensure the effects of the expenditure will have a secondary benefit in the local economy through the multiplier effect and increase the effectiveness of the spend within the local community.	
<b>Price (40%)</b>	£
To ensure affordability and award the contract in line with the Town Council's financial regulations.	



## **CREDITON GROUNDS MAINTENANCE CONTRACT**

**THIS AGREEMENT** is made between **CREDITON TOWN COUNCIL** of Manor Office, 6 North Street, Crediton, in the County of Devon ("the Council") acting by the hand of **RACHEL AVERY** its duly authorised officer and \_\_\_\_\_ ("the Contractor") of \_\_\_\_\_ acting by the hand of \_\_\_\_\_, the aforesaid being duly authorised to enter into this Agreement.

### **IT IS AGREED THAT**

1. The Contractor will provide grounds maintenance services for Crediton Town Council, as per Schedule One of this agreement, commencing on 1<sup>st</sup> April 2026 and terminating on 31<sup>st</sup> March 2029 at the costs detailed in Schedule Two.
2. The Contractor will hold Employer's Liability Insurance and Public Liability Insurance for the sum of no less than £5,000,000. A copy of which must be provided to the Council on an annual basis and/or upon request.
3. The Contractor will obtain all necessary licences to carry out the works required.
4. All materials, fuel and equipment will be provided by the Contractor.
5. The Contractor will ensure Work Method Statements and Risk Assessments are undertaken and maintained as required.
6. The schedule of works detailed in Schedule One are provided as a guideline and should be adhered to at all times, unless variations or additional works have been agreed directly with the Clerk. (The weather and events will have an impact on the potential to change frequencies to either more cuts or less cuts.)
7. Any areas that have not been maintained in accordance with Schedule One must be re-visited at the cost of the Contractor.
8. An attendance sheet must be submitted to the Council Offices within 7 days of completion of work undertaken (attached as Schedule Three)
9. Damage to properties:
  - i. Any damage caused to property (i.e. vehicles, benches) during grass cutting will be reported to the Town Clerk, and where possible, the owner. Any costs arising for repairs will be covered by the Contractor, as per their company regulations.
  - ii. The Contractor is required to protect buildings, fences, gates, walls, landform, vegetation and other site features that are to remain in position during the performance of the service.

- iii. Any damage caused due to the Contractor's negligence will be reported immediately to the Town Clerk and will be reinstated at the Contractor's expense.

10. The Council reserves the right to terminate the Agreement, by giving one month's written notice, if the terms of the agreement have not been met.

11. Payment terms are as follows:

- i. The Town Council will only make payment against itemised supplier invoices that are issued with a completed attendance sheet (see Schedule Three);
- ii. Payments are made by BACS;
- iii. Invoices must be received in a timely manner by the Town Clerk;
- iv. Invoices received for additional work not authorised by the Town Council will be rejected;
- v. If the supplier is declared bankrupt, is liquidated or placed into administration the contract will immediately become null and void
- vi. If the supplier is found guilty of committing fraudulent acts (associated with this Contract or otherwise) the Town Council will have the right to terminate the contract without prior notice.

SIGNED by **MRS RACHEL AVERY**  
for and on behalf of  
**CREDITON TOWN COUNCIL**

Date \_\_\_\_\_

SIGNED by \_\_\_\_\_  
on behalf of \_\_\_\_\_

Date \_\_\_\_\_