

CLOSING DATE: MONDAY 4 MARCH 2019

APPLY IN WRITING TO:

**WHALLEY PARISH COUNCIL,
18 MOOR FIELD
WHALLEY
CLITHEROE
BB7 9SA**

**Conditions of Contract for services of
Whalley Parish Council
Lengthsman**

January 2019

CONDITIONS OF CONTRACT FOR SERVICES OF PARISH LENGTHSMEN

1. The Contractor shall undertake to perform the role of Parish Lengthsman in the Parish Whalley.

Services will be required for 48 weeks within a 12 month period, commencing on Monday 1st April 2019.
The remaining 4 weeks included in the contract period, allows for 2 weeks holiday in summer and 2 weeks in winter.
2. The Contractor shall normally work 7.0 hours for 48 weeks. This may be varied by prior agreement with the Contract Administrator.
3. A nominated parish councillor shall meet with the Contractor once a fortnight, except as they may agree between them to vary the arrangement, in order to agree the Contractor's work programme.
4. The Contractor shall indemnify Whalley Parish Council and any funding agency against all claims and proceedings in respect of injury to persons and property arising out of the execution of works under the Parish Lengthsman scheme.
5. The Contractor shall maintain insurance policy cover for public liability and damage to property (as defined in Appendix 1) and produce, when requested, the policy and/or evidence of payment of the premium.
6. The Contractor must comply with all current Health and Safety legislation.
7. All work shall be carried out expeditiously and to a good standard of workmanship.
8. The Contractor shall be responsible for reinstating at his or her own expense any damage caused during and as a result of the execution of the works.
9. The Contractor must restrict equipment and materials to the area of the works, unless agreed with the Contract Administrator. 'Wheel ruts' and 'track marks' arising from the operation of the Contractor's vehicles or equipment' shall be reinstated to the satisfaction of the Parish Council and at the Contractor's own expense.
10. Whalley Parish Council will normally supply the materials required. The Contractor shall only purchase materials for execution of the works by prior agreement with the Contract Administrator and in that event shall submit to the Contract Administrator a list of the suppliers from whom he proposes to purchase materials for execution of the works, and if requested samples of all materials shall be submitted for approval. Materials delivered subsequently shall conform in all respects to the approved samples. The Contractor will be required to produce all delivery and advice notes for materials for inspection by the Contract Administrator.
11. All unsatisfactory work resulting from working under unsuitable weather or ground conditions shall be the sole responsibility of the Contractor.
12. The Contractor shall supply all necessary equipment to carry out given tasks.
13. The Contractor must provide a vehicle for carrying out given tasks in a safe and efficient manner

15. The Contractor shall provide the Contract Administrator with monthly timesheets showing details of work carried out and hours logged. These timesheets need to be forwarded to the Administrator by the second Wednesday of the month. If the timesheets are not presented this may invoke clause 16 below.
16. Either party may terminate this Contract forthwith by written notice if the other party is in fundamental breach of its obligations thereunder without prejudice to the rights of that party in respect of any existing or antecedent breach. Whalley Parish Council shall only be liable to pay for work that has been carried out to their satisfaction.
17. Unsatisfactory work by the Contractor shall entitle the Whalley Parish Council to terminate the contract if the Contractor fails to make good any defects to the councils satisfaction within 21 days of receipt of written notice from the Council listing the defects.
18. This contract is for an initial period of twelve months from the agreed start date. The Council, subject to a satisfactory level of performance may offer an extension to this contract of a further 24 months.
19. **The hourly rate for the job shall be £10.50**
20. At the end of the first month the Contractor shall invoice Whalley Parish Council for hours worked and thereafter submit invoices at each month periods or as may be agreed with the Contract Administrator. The Parish Council shall normally pay the Contractor within 21 days of receiving the invoice.

The nominated Contract Administrator is:

Name: Mandy Richardson

Clerk to Whalley Parish Council:

The nominated Parish Councillor is:

Name: June Brown

SIGNED ON BEHALF OF PARISH COUNCIL

Whalley Parish Council

Name

Position

Address
.....
.....
.....

Date

SIGNED BY THE CONTRACTOR

Name

Address
.....
.....
.....

Date.....

INDEMNITY

TO: WHALLEY PARISH COUNCIL

In consideration of Whalley Parish Council entering into a Partnership for the Services of Parish Lengthsman.

Now I

of

Agree with you as follows: -

1. I shall indemnify you and keep you indemnified against all demands, claims, liabilities, losses, cost and expenses whatsoever (including all legal and other costs, charges and expenses that you may incur in connection with or as a result of any service performed by me under the terms of the Contract for Services save to the extent that the same is due to the negligence wilful default or fraud of the Parish Council or any of its Officers.

Signed:.....

Dated:.....

APPENDIX 1

Injury, damage and insurance

Injury to or death of persons

1. The Contractor shall be liable for and shall indemnify the Employer against any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by the carrying out of the Works, except to the extent that the same is due to any act or neglect of the Employer or of any person for whom the Employer is responsible. Without prejudice to his liability to indemnify the Employer the Contractor shall take out and maintain and shall cause any sub-contractor to take out and maintain insurance which, in respect of liability to employees or apprentices, shall comply with the Employer's Liability (Compulsory Insurance) Act 1969 and any statutory orders made thereunder or any amendment or re-enactment thereof and, in respect of any other liability for personal injury or death, shall be such as is necessary to cover the liability of the Contractor or, as the case may be, of such sub-contractor.

Injury or damage to property

2. The Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property real or personal (other than injury or damage to the Works) insofar as such injury or damage arises out of or in the course of or by reason of the carrying out of the Works and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Contractor, his servants or agents, or of any person employed or engaged by the Contractor upon or in connection with the Works or any part thereof, his servants or agents. Without prejudice to his obligation to indemnify the Employer the Contractor shall take out and maintain and shall cause any sub-contractor to take out and maintain insurance in

respect of the liability referred to above in respect of injury or damage to any property real or personal other than the Works which shall be for an amount not less than the sum stated below for any one occurrence or series of occurrences arising out of one event:

Insurance cover referred to above to be not less than:

£2,000,000

- * Delete if not applicable

Insurance of the Works

3. "The Works and all unfixed materials and goods intended for, delivered to, placed on or adjacent to the Works and intended therefor (except temporary buildings, machinery, tools and equipment owned or hired by the Contractor or any sub-contractor) shall be at the sole risk of the Contractor as regards loss or damage by fire, lightning, explosion, storm, tempest, flood, bursting or overflowing water tanks, apparatus or pipes, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, and the Contractor shall maintain adequate insurance against that risk.

If any loss or damage as referred to herein occurs then the Contract Administrator shall issue instructions as soon as may be practicable.

Insurances under 1 and 2 shall provide an indemnity of not less than 2 million/2 million in respect of any one incident with unlimited indemnity.

The policies of insurance shall be endorsed to extend the indemnities to the Employer, as Principal and the period of cover must be the Contract Period plus the Maintenance Period.