

**Grounds Maintenance Schedule, Street Furniture Management and
Hanging Basket
Contract for Warminster Town Council**

Agreement Number: Warminster Grounds Maintenance	Date of agreement 1st April 2014
Customer Name: Warminster Town Council	
Invoice Address: Warminster Town Council Warminster Civic Centre Sambourne Road Warminster Wiltshire BA12 8LB VAT NO. 771 5766 00	
Accounts Contact: Heather Abernethie	Tel No. 01985 214847 Email: townclerk@warminster-tc.gov.uk
<p>Authorised signatory for and on behalf of Warminster Town Council which confirms acceptance of these two maintenance contracts.</p> <p>Heather Abernethie MILCM Town Clerk</p> <p align="right">Date: 8th January 2014</p>	
<p>Authorised signatory for and on behalf of The Landscape Group which confirms your agreement to provide the maintenance contracts as described in the attached schedules.</p> <p>(Name of contractor)</p> <p align="right">Date:</p>	

This document contains all the information relating to the service level agreement between Warminster Town Council and The Landscape Group in respect of the grounds maintenance schedule, street furniture management and Hanging Basket provision.

This is a three year service maintenance contract which will begin on 1st April 2014 and expire on 31st March 2017. However, Warminster Town Council would like to have an opportunity to consider whether it provides Hanging Baskets for the years 2015 and 2016. 2014 is confirmed. (members have asked me to investigate the provision of plastic displays)

Invoice and payment terms

The contractor will provide a maintenance programme schedule outlining attendance dates and times for the regular site visits. The annual contract will be invoiced in monthly instalments and paid on production of a VAT invoice. Additional works and repairs will be agreed in advance and invoices will carry details and costs of all such works. All invoices will be settled within 30 days. Individual costings are required for each area to support the Council's accounting processes.

Cancellation terms

Any reason for cancellation of this contract should be provided to the other party in writing and should be the basis of a review meeting where the issues can be resolved in a reasonable amount of time. However, other circumstances may cause the necessary cancellation by either party which would relate to repeated failure to settle invoices, the contractor going into receivership or administration, or repeated failure by the contractor to provide the service level agreement as specified. Either party will provide 30 days notice in writing to enable cancellation.

Insurance

The contractor's public liability insurance details should be made available to Warminster Town Council and be included with the contract. Warminster Town Council holds its own public liability and employer's liability insurance and details can be provided to the contractor.

Equipment

The contractor will be responsible for the provision of the necessary equipment to carry out the contract as required.

Reports

A regular monthly checklist of work carried out and problems found should be provided with the monthly invoice for the service level agreement.

Concerns and problems

The Town Clerk should be advised in the first instance if there are any issues with the schedule and decisions are not to be taken by any other staff member of Warminster Town Council without express permission from the Clerk. There may be circumstances outside either party's control which cause problems with service delivery. Both parties will use their reasonable endeavours to surmount these problems but recognise that sometimes this will not be possible. If such a situation arises then neither party will be held in breach of the contract.

What you can expect from Warminster Town Council

- A dedicated contact for work required
- Access to the sites maintained
- Specific instructions for the work required



What you will provide to Warminster Town Council

- You will ensure that any safety equipment required to maintain external equipment is used and that you follow all necessary regulatory health and safety requirements on all sites as well as working at height.
- You will provide all necessary method statements and risk assessments to support the maintenance programme.
- All reports will be submitted on time to keep the Town Council informed of the work carried out.
- Reports of faults, breakages or concerns to be directed the Town Council when found.
- Impact of site working on neighbours.
- Aware of possible delays at the Minster Church due to funerals and services
- Provision of pesticide licence.
- Provision of current public liability insurance schedule.

Points of Contact:

Warminster Town Council

Heather Abernethie MILCM
Town Clerk & RFO Warminster TC
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01985 214847

The Landscape Group

