

Example document only – you must take appropriate legal advice before entering into any contract.

EXAMPLE Conditions of Contract for services of Parish / Community Caretaker

*Example can be found at
<http://www.nidderdaleaonb.org.uk/PDF/Caretaker%20Contract%201105.pdf>*

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EXAMPLE CONDITIONS OF CONTRACT FOR SERVICES OF PARISH / COMMUNITY CARETAKER

1. The Contractor shall undertake to perform the role of Parish / Community Caretaker in the Parish of

.....

.....
Services will be required for xxx weeks within a xxx month period. Commencing on xxxx and finishing on xxxx at an average of xxxx hours per week for a total of xxxx hours in the xxxx month period of the contract.

The remaining 4 weeks included in the contract period, allows for holidays etc, which can be taken at any time by prior agreement with the contract administrator.

2. For the parish named in 1. The Contractor shall normally work xxxx hours per week except as this may be varied by prior agreement with the Contract Administrator. The contractor will divide these working hours proportionately between the Parishes involved.
3. The Contract Administrator shall meet with the Contractor once a fortnight, except as they may agree between them to vary the arrangement, to agree the Contractor's work programme.
4. The Contractor shall indemnify the above named Parish Councils 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 / Community Caretakers scheme.
5. The Contractor shall maintain insurance policy cover for public liability and damage to property 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 high 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. The 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

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- 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 in the execution and on the completion of the works, keep all equipment, materials and all things connected with the whole works in a reasonably good order and tidy and safe condition to the satisfaction of the Contract Administrator.
 13. The Contractor shall supply all necessary equipment to carry out given tasks and ensure all relevant training and Health and Safety measures have been taken.
 14. The Contractor must provide a suitable vehicle for carrying out given tasks in a safe and efficient manner.
 15. The Contractor shall provide the Contract Administrator with timesheets for hours logged against the Parish / Community Caretaker project together with details of measurable outputs achieved.
 16. Either party may terminate this Contract forthwith by written notice if the other party is in fundamental breach of its obligations there under without prejudice to the rights of that party in respect of any existing or antecedent breach. The 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 Parish Council to terminate the contract if the Contractor fails to make good any defects within 21 days of receipt of written notice from the Council listing the defects.
 18. In the event of a dispute arising between the parties, it should be referred to ??? (who shall act as an expert and not an arbitrator) and whose decision shall be final and binding on both parties. The parties shall bear the cost of such referral on an equal basis.
 19. The hourly rate for the job shall be £xxxx . The maximum remuneration per annum shall be £xxxx. At the end of the first month the Contractor shall invoice the below named Parish Council for hours worked and thereafter submit invoices at regular monthly periods or as may be agreed with the Contract Administrator. The Parish Council shall pay the Contractor within 21 days of receiving the invoice.

The nominated Contract Administrator is:

Name:

Parish Council:

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SIGNED ON BEHALF OF PARISH COUNCIL

Parish Council

Name.....

Position.....

Address.....

.....

.....

Date

SIGNED ON BEHALF OF PARISH COUNCIL

Parish Council

Name.....

Address.....

.....

.....

Date.....

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SIGNED BY THE CONTRACTOR

Name.....

Address.....

.....

.....

.....

Date.....

EXAMPLE

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INDEMNITY

TO: xxxx PARISH COUNCIL

OF: Address of Parish Council

In consideration of the Parish Council entering into a Partnership for the Services of Parish / Community Caretaker.

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:.....

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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 there under 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 therefore (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 there from, 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.

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