



# NORTH TAWTON TOWN COUNCIL

Town Clerk: Mrs Sarah Say  
Assistant Town Clerk: Mrs Melanie Bickell  
14A The Square  
North Tawton  
EX20 2EP  
Tel: 01837 880121  
e-mail: northtawton.towncouncil@yahoo.co.uk

THIS GENERAL SERVICE AGREEMENT (The Agreement) is dated this ..... day of .....

CLIENT	CONTRACTOR
North Tawton Town Council, 14a The Square, North Tawton, Devon EX20 2EP  <i>Herein called The Client</i>	ATD Painting and Decorating Services, 37 High Street, North Tawton, Devon EX20 2HG  <i>Herein called The Contractor</i>

## Contractor's agreement

I write to confirm the terms of our agreement concerning the provision of your handy-man services to the Client.

### 1. Term of the contract, and actions to be taken if the contract is unfulfilled

- 1.1 The Term of the Agreement (the Term) will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided for in this Agreement.
- 1.2 If the contract is to be terminated by mutual agreement at any time, three months' notice must be given by the Client and the Contractor.
- 1.3 If the Client determines that the terms of the contract are not being fulfilled by the Contractor a written warning will be issued. If the contract is still not being fulfilled, the Client may terminate the contract immediately.

### 2. Duties

- 2.1 You shall carry out the following services for us:

General handyman to North Tawton, to provide quotations if requested to carry out work on larger schemes as approved otherwise to carry out the following services at your hourly rate

The services will include office cleaning every fortnight, weekly litter pick in the square, weekly litter pick in the park, monthly H&S inspections, parking bollards for the mobile bank, winding of the town clock any other tasks which both parties agree with regards to maintenance and repairs.

- 2.2 If you are unable to provide the Services due to illness or injury, you shall notify the Town Clerk as soon as reasonably practicable.
- 2.3 You must comply with the Client's policies which also apply to its employees and contractors, in particular the Equality and Diversity Policy – copies of relevant policies will be supplied to you, you must familiarise yourself with the contents and speak to the Town Clerk if you are unsure of anything in this regard.
- 2.4 With our prior written approval, you may appoint a suitably qualified substitute to perform the services on your behalf on occasions when you are unable to undertake the services (eg sickness, or holiday). We will continue to pay you your fee and you shall be responsible for the remuneration of, and any expenses incurred by, the substitute. You will not be paid for any period during which neither you nor any substitute provide the services. You will continue to be subject to all duties and obligations under this agreement for the duration of the appointment of the substitute.

### **3. Fees and expenses**

- 3.1 We will pay The Contractors fee of £11.00 per hour. The Contractor shall submit invoices to The Client monthly setting out the hours that you have worked for The Client during the preceding month and any VAT payable (if applicable).
- 3.2 For any materials needed, the Client will provide you with an order number to quote to Travis Perkins, who will invoice the Client accordingly. The Contractor may add approved expenses to his invoice for small purchases of materials.
- 3.3 The Client will pay such invoices in accordance with our usual payment terms.
- 3.4 Payments are made the day after each monthly meeting of the Council, which takes place on the first Tuesday of each month via BACS payments.

### **4. Confidential information and NTTC property**

- 4.1 You shall not use or disclose to any person either during or at any time after your engagement by us any confidential information about our business or affairs or any of our business contacts, or about any other confidential matters which may come to your knowledge in the course of providing the Services. For the purposes of this, **confidential information** means any information or matter which is not in the public domain and which relates to our affairs or any of our business contacts. Nothing in this clause shall prevent you from making any disclosure that is required by law.
- 4.2 All materials, equipment, and personal protective equipment will be provided by the Contractor at his own risk unless agreed otherwise and included in any quotation accepted prior to undertaking any duties.

### **5. Status**

- 5.1 You will be an independent contractor and nothing in this agreement shall render you our employee, worker, agent, or partner. The post is offered based on the postholder being registered as self-employed with HMRC.

5.2 The Contractor shall hold the required insurance and public liability cover to a minimum of £5 Million and provide copies to the Town Clerk upon signature of the contract.

5.3 The Contractor shall be fully responsible for and indemnify The Client against any liability, assessment or claim for:

taxation arising from or made in connection with the performance of the services.

## **6. Variation**

This agreement may only be varied by a document signed by The Client and The Contractor.

By Signing and Dating this contract the Client and the Contractor accept its terms.

By Signing and Dating this contract, the Contractor Warrants he is entitled to work in the UK without any additional approvals as necessary to meet the requirements of the Client. and will notify the Client immediately if he ceases to be so entitled at any time during your contract with the Council.

## **LAW AND JURISDICTION**

**This Agreement shall be governed by English law and the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.**

## **SIGNATURES**

**IN WITNESS** whereof the Parties have entered into this Agreement by signature of their respective duly authorised representatives, the day and year first above written.

**Signed by a duly authorised officer for and on behalf of North Tawton Town Council:**

**Position:**

**Dated:**

**Signed by Contractor:**

**Address:**

**Dated:**