



NORTH TAWTON TOWN COUNCIL

Town Clerk: Melanie Bickell
14A The Square
North Tawton
EX20 2EP

Tel: 01837 880121

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19th May 2023

INVITATION TO QUOTE for fixing metal support stakes to 13 wooden fence panels by bolts and concrete into the ground – Suds Pond North Tawton

- 1 Your organisation along with others is invited to offer a quote for provision of the above, to the specification outlined in the attached documents. Enclosed are:

[Document 1](#) Instructions and information on the quotation procedures.
[Document 2](#) Specification of the Requirement.
[Document 3](#) List of attachments.
- 2 Please read the instructions on the quoting procedures carefully. Failure to comply with them may invalidate your quote which must be returned by the date and time given below.
- 3 Your quote must be received by the Town Clerk, [no later than 6pm 13th June 2023. Late quotes will **not** be considered.
- 4 Please contact me if you have any questions about the quotation procedure. The enclosed [Document 1](#) also contains details for providing you with further information or clarification of the Town Council's requirement.

I look forward to your response.

Yours sincerely

A handwritten signature in black ink, appearing to read 'M Bickell', written in a cursive style.

Melanie Bickell
Town Clerk to North Tawton Town Council

INSTRUCTIONS AND INFORMATION ON QUOTATION PROCEDURES

These instructions are designed to ensure that all quotes are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please contact the Town Clerk, Melanie Bickell, Town Council Office, 14a The Square, North Tawton EX20 2EP, 01837 880121, townclerk@northtawtontowncouncil.gov.uk, if you have any doubts as to what is required or you have difficulty in providing the information requested. Pre-quotation negotiations are **not** allowed.

Contract Period

The contract is to be for a period of Three months.

Incomplete Quotes

Quotations may be rejected if the information asked for in the invitation to quote (ITQ) and Specification is not given at the time of quoting.

Returning Quotes

The Town Clerk will send an email confirmation of receipt of bid.

The quote must be in a sealed inner enveloped marked 'Confidential quote'. If the quote is sent by email, the subject should state 'Confidential quote'. Quotes must be delivered by 6pm 13th June 2023.

Receipt of Quotes

Quotes will be received up to the time and date stated. Those received before the due date will be retained unopened until then. It is the responsibility of the Quoter to ensure that their quote is delivered not later than the appointed time.

Acceptance of Quotes

By issuing this invitation the Town Council is not bound in any way and does not have to accept the lowest or any quote and reserves the right to accept a portion of any quote, unless the Quoter expressly stipulates otherwise in their quote.

Inducements

Offering an inducement of any kind in relation to obtaining this or any other contract with the Town Council or individual Councillors will disqualify your quotation from being considered and may constitute a criminal offence.

Confidentiality of Quotes

Please note the following requirements.

You must

- declare any association with a serving North Tawton Town Councillor or the Town Clerk

you must not

- tell anyone else what your quote price is or will be before the time limit for delivery of quotes.
- Try to obtain any information about anyone else's quote or proposed quote before the time limit for delivery of quotes.
- Make any arrangements with another organisation about whether they should quote, or about their or your quote price.
- Discuss your quotation with any serving Councillor or their family members.
- Carry out any lobbying with serving Councillors or the Town Clerk.

Failure to comply with these conditions may disqualify your quote.

Costs and Expenses

You will not be entitled to claim from the Town Council any costs or expenses which you may incur in preparing your quote whether or not your quote is successful.

Evaluation Criteria

The quotation process will be conducted in a manner that ensures quotes are evaluated fairly to ascertain the most economically advantageous quote.

The Contractor shall use all reasonable endeavours to consider all activity in light of its impact on the climate with the intention of seeking only to carry out activity that does not contribute to the climate emergency.

Freedom Of Information

The Town Council is committed to open government and to meeting their responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to the Council may need to be disclosed in response to a request under the Act. If you consider that any of the information included in your quote is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may still be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked 'confidential' or equivalent by the Council should not be taken to mean that we accept any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful Quotations.

Quotation Period

Due to the intensive evaluation process, the Town Council requires quotations to remain valid for the period specified in [Document 1](#).

Basis of the Contract

The specification in [Document 2](#), and the terms and conditions in [Attachment 1](#) together with any special requirements, will form the basis of the contract between the successful quoter and the Town Council.

Format of Bids

Quoters should present their proposals in the following format:

- **Management Summary of site, staff, materials, to include what the contractor will be providing and what they require the Council to provide/remove.**
- **Meeting the Specification including method of work, indication of time scales**
- **Full Cost breakdown and Charging Arrangements**
- **Previous experience/references**

Conclusions

Whilst every endeavour has been made to give quoters an accurate description of the Town Council's requirement, quoters should make their own assessment about the methods and resources needed to meet those requirements.

SPECIFICATION OF REQUIREMENT

Contractor to provide all equipment and materials unless specified below to break the concrete footing at the base in front of 13 identified pre-concreted set wooden posts, stake each of these wooden post with a metal support stake which will be provided by the Town Council, bolt the metal support stake to existing wooden posts and concrete the metal stake and wooden stake into ground in accordance with BS1722

A1:2018 ~~Background information (SUD) in the SUD report, (See the Attachment 2) and signs of decay (See Attachment 4 and Attachment 5)~~

13 posts that have not been previously supported now show signs of decay and require the same support mechanism as described above. [\(See Attachment 4 and attachment 5\)](#)

2. Purpose

The 13 wooden posts that have been identified [\(see Attachment 3\)](#), are to be supported by a metal stake bolted to the pond side of each post, (stakes supplied by the Town Council), with the concrete footing on the pond side of each post being broken to allow the metal stake to be inserted into the ground and concreted into the ground.

3. Management Information

The successful quoter will be asked to provide management information to meet the needs of the Town Council. The minimum information needs are:

- £5 million public liability insurance
- Health & Safety policy
- Equality & Diversity policy
- Full details of extent and length of Guarantee of materials and workmanship
- Terms and conditions

4. Security

The access to the SUDs Pond is via a privately owned field. Lock combinations will be provided to the successful quoter. The gates are to be kept shut and always locked as livestock roam this field. The Town Council have access across the field to reach the SUDs Pond, which includes vehicle access.

5. Full cost to complete job

Provision of concrete breaker and Labour to break concrete footings on the pond side, for the 13 identified wooden posts, stake each wooden post with a metal post supplied by the Town Council, bolt metal stake to each wooden post on the pond side, concrete each wooden post and metal stake into ground. Supply 13 coach bolts, Supply concrete to reset wooden post with metal stake

6. VAT

Please state clearly when submitting prices whether VAT will be charged.

LIST OF ATTACHMENTS

1. [STANDARD CONTRACT OF CONDITIONS](#)
2. [PHOTO OF SUDS POND](#)
3. [DIAGRAM OF SUDS POND FENCE POSTS](#)
4. [PHOTO OF FENCE POST PREVIOUSLY REPAIRED WITH METAL STAKE](#)
5. [PHOTO OF FENCE POST REQUIRING STAKING](#)
6. [LOCATION MAP](#)

Attachment 1

Terms and Conditions

CONTRACT FOR SUDS Pond fence posts staking and concreting.

THIS CONTRACT IS DATED

Parties

- 1) North Tawton Town Council (“the Town Council”); and
- 2) *****enter company name and registered number*** whose registered office is at *****enter the full address*** (“the Contractor”)****

Recitals

The Contractor has agreed to stake 13 wooden fence posts with pre-supplied metal stakes to be bolted to each post and concreted into the ground on the terms and conditions set out in this Contract.

The Town Council’s reference number for this Contract is CT001/23.

1 Interpretation

1.1 In this Contract the following words shall mean:-

“the Services”	the services to be performed by the contractor;
“the Contract Manager”	Melanie Bickell, Town Clerk, North Tawton Town Council, 14a The Square, North Tawton EX20 2EP
“the Contractors Contract Manager”	***<u>name of the Contractors Contract Manager</u>***
“Confidential Information”	means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party.
"Contracting Department"	any contracting Department as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Town Council
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Council’s Confidential	all Personal Data and any information, however it is

Information"	conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Council, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"Her Majesty's Government"	means the duly elected Government for the time being during the reign of Her Majesty and/or any department, committee, office, servant or officer of such Government
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
"Property"	means the property, other than real property, issued or made available to the Contractor by the School in connection with the Contract.
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

1.2 References to "Contract" mean this contract (and include the Schedules). References to "Clauses" and "Schedules" mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.

1.3 Reference to the singular include the plural and vice versa and references to any gender include both genders. References to a person include any individual, firm, unincorporated association or body corporate.

2 Commencement and Continuation

The Contractor shall commence the Services on *****enter start date***** and, subject to Clause 10.1 shall complete the Services on or before *****enter end date*****

3 Contractor's Obligations

- 3.1 The Contractor shall promptly and efficiently complete the Services in accordance with the specification [\(see document 2\)](#).
- 3.2 The Contractor shall comply with all statutory provisions including all prior and subsequent enactments, amendments and substitutions relating to that provision and to any regulations made under it.
- 3.3 The Contractor shall use all reasonable endeavours to consider all activity in light of its impact on the climate with the intention of seeking only to carry out activity that does not contribute to the climate emergency.
- 3.4 One invoice shall be prepared by the Contractor on completion of the Service and shall be detailed.
- 3.5 The Contractor shall have regard to the need for economy in all expenditure.
- 3.6 It shall be the responsibility of the Contractor to ensure that the invoice covers all outstanding expenditure for which reimbursement may be claimed. On payment of the invoice by the Town Council all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Town Council shall have no further liability to make reimbursement of any kind.

4 Town Council's Obligations

- 4.1 The Town Council will comply with the payment provisions provided that the Town Council has received full and accurate information and documentation as required be submitted by the Contractor for work completed to the satisfaction of the Town Council.
- 4.2 If this Contract is terminated by the Town Council due to the Contractor's insolvency or default at any time before completion of the Service, the Town Council shall only be liable to reimburse eligible payments made by, or due to, the Contractor before the date of termination.
- 4.3 The Town Council shall not be obliged to pay the invoice until the Contractor has carried out all the elements of the Service specified as in specification and accepted quotation.

5 Changes to the Town Council's Requirements

- 5.1 The Town Council shall notify the Contractor of any material change to the Council's requirement under this Contract.
- 5.2 The Contractor shall use its best endeavours to accommodate any changes to the needs and requirements of the Town Council provided that it shall be entitled to payment for any additional costs it incurs as a result of any such changes. The amount of such additional costs to be agreed between the parties in writing.

6 Management

- 6.1 The Contractor shall promptly comply with all reasonable requests or directions of the Contract Manager in respect of the Services.
- 6.2 The Contractor shall address any enquiries about procedural or contractual matters in writing to the Contract Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recitals to this Contract.

7 Contractor's Employees and Sub-Contractors

- 7.1 Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 7.2 The Contractor shall take all reasonable steps to satisfy itself that its employees or sub-contractors (or their employees) are suitable in all respects to perform the Services.
- 7.3 The Contractor shall immediately notify the Town Council if they have any concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract.
- 7.4 The Contractor, its employees and sub-contractors (or their employees), whilst on Town Council premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.
- 7.5 The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Services, in accordance with the Town Council's reasonable security requirements as required from time to time.

8 Copyright

Copyright in all reports and other documents and materials arising out of the performance by the Contractor of their duties under this Contract are to be assigned to and shall vest in the Town Council absolutely. This condition shall apply during the continuance of this Contract and after its termination howsoever arising.

9 Warranty and Indemnity

- 9.1 The Contractor warrants to the Town Council that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Town Council to expect in all the circumstances. The Town Council will be relying upon the Contractor's skill, expertise and experience in the performance of the Services and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Services and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming a part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.
- 9.2 Without prejudice to any other remedy, if any part of the Services is not performed in accordance with this Contract, then the Town Council shall be entitled, where appropriate to:
- 9.2.1 require the Contractor promptly to re-perform or replace the relevant part of the Services without additional charge to the Town Council; or
- 9.2.2 assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.
- 9.3 The Contractor shall be liable for and shall indemnify the Town Council in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to

property whether belonging to the Town Council or otherwise arising out of or in the course of or caused by the provision of the Services.

- 9.4** The Contractor shall be liable for and shall indemnify the Town Council against any expense, liability, loss, claim or proceedings arising as a result of or in connection with any breach of the terms of this Contract or otherwise through the default of the Contractor
- 9.5** All property of the Contractor whilst on the Town Council's premises shall be there at the risk of the Contractor and the Town Council shall accept no liability for any loss or damage howsoever occurring to it.
- 9.6** The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall produce to the Town Council, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

10 Termination

- 10.1** This Contract may be terminated by either party giving to the other party at least *****enter notice period e.g. 7days, 30 days. 3 months etc.*** notice in writing.**
- 10.2** In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.
- 10.3** In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.

REGISTERED COMPANY

- 10.4** This Contract may be terminated by the Town Council with immediate effect by notice in writing if at any time, the contractor is operating as a registered Company:-
- 10.4.1** the Contractor passes a resolution that it be wound-up or that an application be made for an administration order, or the Contractor applies to enter into a voluntary arrangement with its creditors; or
- 10.4.2** a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or
- 10.4.3** the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or
- 10.4.4** the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986.
- 10.4.5** there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a change in the control of the Contractor, unless the Contractor has previously notified the Town Council in writing. For the purpose of this Sub-Clause 10.4.5 "control" means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding

of shares or the possession of voting power.

- 10.4.6** the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct
 - 10.4.7** the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business;
 - 10.4.8** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to the payment of Social Security contributions;
 - 10.4.9** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to payment of taxes;
 - 10.4.10** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the Town Council in or pursuant to this Contract.
- 10.5** Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

INDIVIDUAL OR A PARTNERSHIP

- 10.6** in England and Wales, a petition is presented for the Contractor's bankruptcy or a criminal bankruptcy order is made against the Contractor or he or she makes any composition or arrangement with or for the benefit of creditors or makes any conveyance or assignment for the benefit of creditors; or
- 10.6.1** in Scotland, if the Contractor becomes apparently insolvent within the meaning of Section 7 of the Bankruptcy (Scotland) act 1985; or
 - 10.6.2** where the Contractor is a firm or a number of persons acting together in any capacity (including as trustees), any event referred to in Sub-Clauses 10.4.1 or 10.4.2 occurs in respect of any partner in the firm or any of those persons (including any trustees);
 - 10.6.3** the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct;
 - 10.6.4** the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business;
 - 10.6.5** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to the payment of Social Security contributions;
 - 10.6.6** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to payment of taxes;
 - 10.6.7** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the Town Council in or pursuant to this Contract.

10.7 Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

11 **Status of Contractor**

11.1 In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the Town Council

11.2 The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the Town Council

12 **Confidentiality**

12.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:

12.1.1 treat the other party's Confidential Information as confidential and safeguard it; accordingly, and

12.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

12.2 Clause 12 shall not apply to the extent that:

12.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to Clause 13 (Freedom of Information);

12.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

12.2.3 such information was obtained from a third party without obligation of confidentiality;

12.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or

12.2.5 it is independently developed without access to the other party's Confidential Information.

12.3 The Contractor may only disclose the Town Council's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Project and who need to know the information and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.

12.4 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Town Council's Confidential Information received otherwise than for the purposes of this Contract.

12.5 The Contractor shall ensure that their employees, servants or such professional advisors or consultants are aware of the Contractor's obligations under this Contract.

12.6 Nothing in this Contract shall prevent the Town Council from disclosing the Contractor's Confidential Information:

12.6.1 for the purpose of the examination and certification of the Town Council's accounts; or

12.7 The Town Council shall use all reasonable endeavours to ensure that any employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 12 is made aware of the Town Council's obligations of confidentiality.

12.8 Nothing in this clause 12 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

13 Freedom of Information

13.1 The Contractor acknowledges that the Town Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Town Council to enable the Town Council to comply with its information disclosure obligations.

13.2 The Contractor shall and shall procure that its Sub-contractors shall:

13.2.1 transfer to the Town Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

13.2.2 provide the town Council with a copy of all Information in its possession, or power in the form that the Town Council requires within five Working Days (or such other period as the Town Council may specify) of the Council's request; and

13.2.3 provide all necessary assistance as reasonably requested by the Town Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

13.3 The Town Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

13.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Town Council in relation to its contract with the Town Council.

13.5 The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the Town Council may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Project:

13.5.1 in certain circumstances without consulting the Contractor; or

13.5.2 following consultation with the Contractor and having taken their views into account;

provided always that where 13.5.1 applies the Town Council shall, in accordance with any

recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

- 13.6** The Contractor shall ensure that all Information is retained for disclosure and shall permit the Town Council to inspect such records as requested from time to time.

14 **Access and Information**

The Contractor shall provide access at all reasonable times to the Town Council's internal auditors or other duly authorised staff or agents to inspect such documents as the Town Council considers necessary in connection with this Contract and where appropriate speak to the Contractors employees.

15 **Transfer of Responsibility on Expiry or Termination**

- 15.1** The Contractor shall, at no cost to the Town Council, promptly provide such assistance and comply with such timetable as the Town Council may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or other termination of this Contract. The Town Council shall be entitled to require the provision of such assistance both prior to and, for a reasonable period of time after the expiry or other termination of this Contract.

- 15.2** Such assistance may include (without limitation) the delivery of documents and data in the possession or control of the Contractor which relate to this Contract, including the documents and data, if any, referred to in the Schedule.

- 15.3** The Contractor undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the Town Council to ensure an orderly transfer of responsibility.

16 **Amendment and variation**

No amendment or variation to this Contract shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto. The Contractor shall comply with any formal procedures for amending or varying contracts which the Town Council may have in place from time to time.

17 **Assignment and Sub-contracting**

The benefit and burden of this Contract may not be assigned or sub-contracted in whole or in part by the Contractor without the prior written consent of the Town Council. Such consent may be given subject to any conditions which the Town Council considers necessary. The Town Council may withdraw its consent to any sub-contractor where it no longer has reasonable grounds to approve of the sub-contractor or the sub-contracting arrangement and where these grounds have been presented in writing to the Contractor.

18 **The Contract (Rights of Third Parties) Act 1999**

This Contract is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person not a party to the Contract.

19 **Waiver**

No delay by or omission by either Party in exercising any right, power, privilege or remedy under this Contract shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power,

privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

20 Notices

Any notices to be given under this Contract shall be delivered personally or sent by post or email to the Contract Manager (in the case of the Town Council) or to the address set out in this Contract (in the case of the Contractor). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, 48 hours after posting or, if sent by email, 12 hours after proper transmission.

21 Dispute resolution

21.1 The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract.

21.2 Any dispute not capable of resolution by the parties in accordance with the terms of Clause 21 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

21.3 No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to commence court proceedings/arbitration.

22 Discrimination

22.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.

22.2 The Contractor shall take all reasonable steps to secure the observance of Clause 22.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

23 Law and Jurisdiction

This Contract shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts.

As witness the hands of the parties

Authorised to sign for and on behalf of the Town Council

Authorised to sign for and on behalf of the Contractor

Signature

Signature

Name in CAPITALS

Name in CAPITALS

Position in Organisation

Position in Organisation

Address in full

Address in full

Date

Date

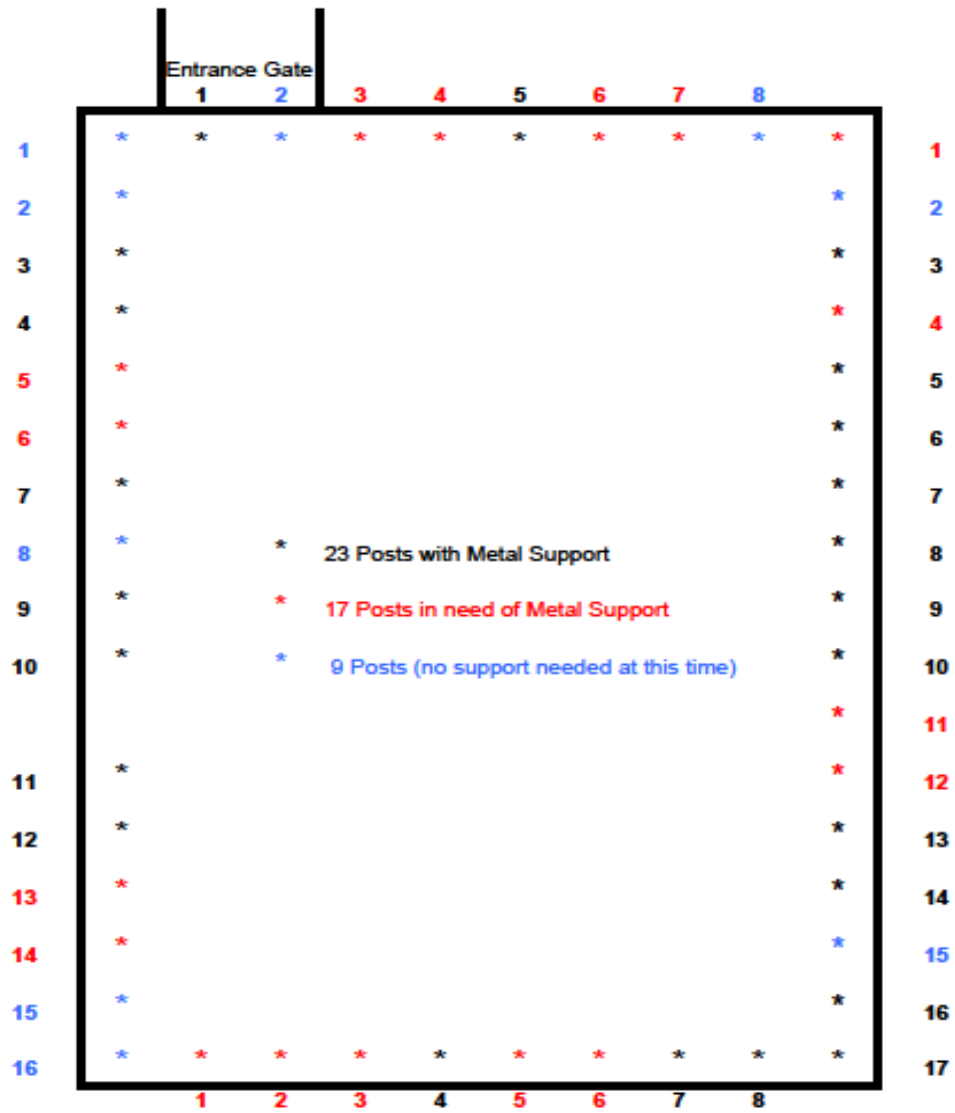
Attachment 2

SUDs Pond



Attachment 3

Diagram of SUDS pond showing fence posts



Attachment 4

Example of previous fence post repair and model of requirement for new repairs



Attachment 5

Example of fence post that requires a metal stake repair



Attachment 6

Location Map

