

# RENTAL AGREEMENT FOR THE SUPPLY AND INSTALLATION OF CHRISTMAS LIGHTS FOR OAKHAM TOWN.

This rental agreement is between Oakham Town Council, ROL House, Long Row, Oakham, Rutland, LE15 6LN (*The Council*) and First Product Ltd T/A The Christmas Decorators, Unit 8 Pipewell Road Industrial Estate, Desborough, NN14 2SW (*The Contractor*).

The purpose of the agreement is to confirm the terms under which The Christmas Decorators will supply, install and take down Christmas Decorations in Oakham town centre for Christmas periods 2021, 2022 and 2023.

This document should be read in conjunction with the Terms & Conditions of Trading for The Christmas Decorators, a copy of which is appended as Schedule 1.

## 1.0 GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED BY THE CONTRACTOR

- 1.1 Out of season storage of all Christmas Lighting Displays in secure, fully enclosed and insured premises to include delivery to and from site. This to exclude any materials owned by the Council
- 1.2 Annual PAT Testing of all Christmas Lighting Displays owned by the Contractor after year 1 as deemed appropriate by the contractor.
- 1.3 Annual Anchor Testing of all anchor bolts (approximately 60) This activity is to be carried out by a third party specialist contractor and recharged to the Council.
- 1.4 Annual inspection and testing of electrical infrastructure to be carried out as necessary by a third party specialist contractor and recharged to the Council.
- 1.5 Erection of all lighting displays in specified locations on a date to be notified to the Council.
- 1.6 Annual attendance at Christmas Lights "Switch On" event on a date to be specified by the Council and agreed by both parties
- 1.7 Supply, erection, decoration and removal of Christmas Tree in 2021, 2022 and 2023.
- 1.8 Removal of all lighting displays on a date to be notified by the Council and agreed by both parties
- 1.9 All installations, testing and dismantling of the displays and associated infrastructure is to be carried out by appropriately approved personnel and, where applicable, to industry specified standards. All specialist infrastructure work to be outsourced and recharged to the Council.

## 2.0 LENGTH OF CONTRACT

2.1 The Rental Contract is for the three year period, 2021, 2022 and 2023

## 3. PRICE OF CONTRACT

3.1 2021 – Lights rental and infrastructure costs Total £28,760.00

2022 – Lights rental and infrastructure costs Total £28,760.00

2023 – Lights rental and infrastructure costs Total £28,760.00

N.B. All above prices are subject to VAT at the standard rate

3.2 Should additional lighting be purchased or rented the above prices may be altered by agreement between the two parties.

3.3 50% of the total contract price (plus VAT) is payable on confirmation to proceed. The balance including any agreed additions will be paid once the "Switch On" event has been completed subject to any early payment schemes agreed.

## 3.4 DOCUMENTATION TO BE SUPPLIED BY THE CONTRACTOR AND / OR SUB-CONTRACTORS

4.1 Risk Assessment and Method Statement (RAMS) for the Installation and dismantling of the displays to be provided by the Contractor and signed off by the Council's 'Competent person' prior to installation. If individual specialist contractor's work requires RAMS it will be provided by them prior to work being carried out.

4.2 Copies of Employers' Public Liability Insurance and Employers' Liability Insurance to be provided by the Contractor to the Council. All specialist contractors to be required to have their own Employee and Public Liability Insurance up to a value of not less than 5 Million Pounds. A copy of each to be lodged with the Council prior to any work being carried out.

4.3 Copies of appropriate certification for all employees and / or sub-contractors carrying out the work, if requested.

4.4 Annual PAT Testing Report for all lighting displays after year 1 as deemed appropriate by the Contractor

4.5 Annual Anchor Test Report for all points tested by the Contractor or its specialist sub-contractor

4.6 Annual Report of all electrical infrastructure points tested (Approximately 20) by the Contractor or its specialist sub-contractor

4.7 A 24hr emergency call out number

**5. FAULT REPORTING**

- 5.1 The Contractor or personnel acting on behalf of the Council are expected to report any faults with any of the items tested under Clause 1 to the Council's representative, Ms Allison Greaves, Clerk to the Council.
- 5.2 Repairs and / or replacement are not to take place without their prior authorisation which will not be unreasonably withheld.

**6. CALL OUTS**

- 6.1 The Contractor may be called out by the Council's representative to remedy any issues with the installation of the displays. Where this is agreed to be the responsibility of the Contractor these will be carried out at no charge.
- 6.2 Where an issue is not deemed to be the responsibility of the Contractor the Council undertakes to pay the agreed costs associated with remedying the problem. See Schedule 2 for scale charges.
- 6.3 Where an incident occurs and it is identified as a Public Safety concern the Contractor should attend the site as a matter of urgency to make safe the displays. This to be at a rate agreed with the Council's representatives prior to attending. See Schedule 2

**7. INSTALLATION**

- 7.1 Where an installation has not been completed to agreed standards the Contractor is to remedy the issue at no cost to the Council.
- 7.2 Agreed standards to be specified by the Council and agreed in advance of installation
- 7.3 The Council to remain responsible for all its own equipment and materials.

**8. MONITORING**

- 8.1 The Council will make regular checks to ensure that all duties are carried out.

**9. NON - PERFORMANCE OF DUTIES**

- 9.1 The Council reserves the right to withhold or reduce payment if any of the duties detailed in Clause 1 or 4 above are not carried out to its satisfaction, subject to contract and specification.

**10. TERMINATION OF CONTRACT**

- 10.1 This contract shall continue and be binding on both parties unless either party terminates it by serving written notice of at least six months duration on the other. Early termination of the rental agreement will incur cancellation fees of 50% of the



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**SCHEDULE 1: The Christmas Decorators Terms & Conditions of Business.**

Please see attachment

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**Schedule 2: Contractor Call-out Charges**

Unless agreed otherwise with the Council the Callout charge for issues not the responsibility of the contractor are £100 for the first hour plus £40 per subsequent hour per operative.  
All charges are subject to VAT