Appendix C. Conditions of Contract

1. GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED BY THE CONTRACTOR

1.1 The Contractor is to plant up containers as in the list supplied using color scheme supplied and/or plants as required, using bedding compost, water retaining granules and slow release plant food as deemed appropriate.

1.2 The Contractor is to install the planters at the locations specified in Appendix A on a date in late May of each year of the Contract which is to be agreed with the Council's Supervising Officer.

1.3 The Contractor is to water and maintain the floral displays throughout the display period of 15 weeks. This is to include deadheading and weeding as required.

1.4 The Contractor is to remove all planters on a specified date to be agreed with the Council's Supervising Officer.

1.5 Where the Option for winter/spring planting is activated, the Contractor is to undertake replanting such that there is continuity of displays throughout the year.

1.6 The Contractor will supply all containers on a rental basis for the duration of the contract. All goods supplied and rented from the Contractor will remain the property of the Contractor at all times and will be removed at the end of the Contract.

1.7 The Contractor will inform the Council's Supervising Officer of any damaged or missing containers as soon as possible.

1.8 The Contractor will supply and fit any additional brackets and fixings where needed, and check that all post and wall mounted brackets are fixed correctly and replace any of those that are deemed substandard prior to any installation. Any such replacements are to be notified to the Council's Supervising Officer.

2. LENGTH OF CONTRACT

2.1 The Contract will be for three years commencing 1st April 2027.

3. PRICE OF CONTRACT

3.1 The tendered contract price shall remain fixed for the first year of the contract.

3.2 On each anniversary of the contract commencement date, for Years 2 and 3 only, the contract price may be adjusted in line with the percentage change in the Consumer Prices Index (CPI) published by the Office for National Statistics. Any such increase shall be capped at a maximum of 5% per annum. The Base Date will be April 2027.

3.3 The inflation adjustment mechanism shall apply solely to inflationary changes and shall not be used to account for variations in the scope of the contract.

3.4 Any request for an annual price adjustment shall be submitted in writing and supported by the relevant CPI data published by the Office for National Statistics.

[The above provisions will only be included if Council agrees to CPI price adjustment].

3.5 Any changes to the Schedules in Appendices A and B will be notified to the Contractor by 28th February in each year and the price of the Contract adjusted accordingly by reference

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to the unit rates, adjusted in accordance with clause 3.2, between the Contractor and the Council's [Authorised Representative].

[Cllr Ainsley has suggested that the designation and definition of the rep be changed from the previous Terms and Conditions]

3.6 The Contractor shall submit an invoice for **50% of the annual Contract Price *for the Summer Planting*** following the installation of all agreed floral displays and confirmation by the Council's Authorised Representative that the works have been satisfactorily completed.

3.7 The remaining **50% of the annual Contract Price *for the Summer Planting*** may be invoiced upon satisfactory completion of the maintenance period and fulfilment of all contractual obligations for that year.

3.8 If the Option for Winter/Spring Planting is activated, This will be invoiced and paid for on the same basis.

[Cllr Ainsley has suggested staged payments but not monthly invoicing to help us manage cash without overburdening the office.]

3.9 The Contract Price for Year 1 is £XXXX+ VAT (subject to any changes as agreed in 3.5)

4. DOCUMENTATION TO BE SUPPLIED BY THE CONTRACTOR AND / OR SUB-CONTRACTORS

4.1 Risk Assessment and Method Statement for the installation and dismantling of the displays.

4.2 Copies of Employers' Public Liability Insurance and Employers' Liability Insurance.

4.3 A 24hr emergency call out number.

5. REPORTING

5.1 The Contractor or personnel acting on their behalf are expected to report any ~~missing~~ theft or damage~~d~~ to displays to the Council's Supervising Officer as soon as possible. [Suggested minor amendment to this clause to clarify (what I think) it intends.]

6. CALL OUTS

6.1 The Contractor may be called out by the Council's Supervising Officer 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.

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 unless the incident arises from an act or omission of the Contractor, in which case it will be at the cost of the Contractor.. The Council reserves the right to take emergency action where necessary and, where the Contractor is responsible for the incident, to recover the costs of so doing from the Contractor.

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[Proposed amendment to this clause to make it clear that the Council only pays when the Council is at fault. If a bracket supplied and fitted by the Contractor comes loose, the Council should not pay for the repair.]

7. INSTALLATION

7.1 The installation of the displays should be undertaken at a time that will minimize any disruption.

7.3 Where an installation has not been completed to agreed standards the Contractor is to remedy the issue at no cost to the Council.

8. MONITORING

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

8.2 The Council will immediately inform the Contractor if it considers that some duties have not been 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 Clauses 1 or 4 above are not carried out to its satisfaction using the unit rates as a basis for any such deductions.

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 three months' duration on the other.

11. THE COUNCIL'S SUPERVISING OFFICER

11.1 The Council's *Authorised Representative* is the Clerk to the Council oror such other officer as may be nominated by the Council in writing.
[Reflects Cllr Ainsley's suggested revised definition].

12. CO-OPERATION WITH OAKHAM IN BLOOM

12.1 The Contractor shall work with Oakham in Bloom to develop and maintain coordinated colour schemes for all floral displays.

Minor changes to planting composition and colour schemes may be agreed within the Contract Price. Any changes to the number or location of displays shall require the prior approval of the Council's Authorised Representative.

Individual Councillors and members of Oakham in Bloom shall not have authority to give instructions to the Contractor or to vary the Contract. The Contractor shall act only on instructions issued by the Council's Authorised Representative.

Where agreement on colour schemes cannot be reached between the Contractor and Oakham in Bloom, the Council's Authorised Representative shall determine the final colour scheme.

[In response to my query as to what latitude individuals will have to agree modifications with the Contractor, Cllr Ainsley has offered the suggestion outlined above.]

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13. GENERAL

13.1 It is expected that both parties will act reasonably in all matters relating to the Contract.

Signed on behalf of Oakham Town Council

…… Signature

…… Print Name

…… Position

…… Date

Signed on behalf of [the Contractor]

…… Signature

…… Print Name

…… Position

…… Date

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