

Alison Gibson
Tur Langton Parish Council
56 Naseby Way
Great Glen
Leicestershire
LE8 9GS

Date: 8th August 2016
My Ref:: GC2017/SW
Your Ref::
Contact: Siobhan Woodward
Phone: (0116) 30 50001
Fax: (0116) 30 57014
Email: parishgrass@leics.gov.uk

Dear Mrs Gibson

URBAN GRASS CUTTING – 3RD PARTY INVOLVEMENT

As you may well be aware, in 2015 Leicestershire County Council changed the way it carried out urban grass cutting and invited third parties that had previously expressed an interest in doing so, to maintain their own grass cutting programme. At this time your Parish Council signed a Service Level Agreement for an initial 3 year period, to be reviewed annually, and it is intended to continue with this approach for the 2017 urban grass cutting season.

The verges to be cut by the Parish Council will include all highway grass within the built-up areas, (i.e. within the 30/40 mph zone) at least 6 times per year and will include the strimming of jitties at least 3 times per year. Your operative(s) or contractor(s) will be required to demonstrate they meet our Public Liability Insurance requirements prior to any works taking place, which is a minimum of £5 million cover, for the duration of the works and I ask that a valid copy of this certification be sent to me by no later than 1st February 2017.

There are no changes to the area you currently maintain therefore the area to be cut remains at approximately 3900 m² of grass. We are currently improving our grass cutting maps and you will be provided with an up to date map ready for the 2017 season showing the grassed areas to be cut.

Based on current contract prices, the sum of £334.62 would be allocated to assist you in carrying out the activity. The County Council shall pay the annual fee by way of reimbursement on receipt of an invoice in either:-

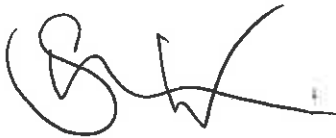
- (i) two equal installations on or before April 1st and November 30th 2017.
- (ii) one instalment on or before November 30th 2017

Cont'd/..

Environment and Transport Department
Leicestershire County Council, County Hall, Glenfield. Leicestershire LE3 8RJ
Telephone: 0116 305 0001 Fax: 0116 305 0006 Minicom: 0116 305 0007
Email: parishgrass@leics.gov.uk

If you would like to continue to undertake this activity, please respond by **1st November 2016** to parishgrass@leics.gov.uk so all the necessary documentation can put prepared ready for the 2017 season. In the event that I do not hear from you by this deadline then it will be assumed that you no longer wish to continue under a new agreement and Tur Langton will be added to the LCC Programme of Urban Grass Cutting.

Yours sincerely

A handwritten signature in black ink, appearing to be 'SW', written in a cursive style.

Siobhan Woodward
Senior Technician – Environment & Preventative Maintenance

Enc. 2017 Service Level Agreement

cc clerk@turlangtonparishcouncil.org.uk

DATED: 8TH AUGUST 2016

LEICESTERSHIRE COUNTY COUNCIL

-and-

(1) TUR LANGTON PARISH COUNCIL

SERVICE LEVEL AGREEMENT – URBAN GRASS CUTTING

THIS AGREEMENT is made the 8th day of August 2016

BETWEEN

(1) LEICESTERSHIRE COUNTY COUNCIL of County Hall, Glenfield, Leicester LE3 8RA (“the County Council”)

-and-

(2) TUR LANGTON PARISH COUNCIL of Tur Langton (“the Parish Council”)

1. INTERPRETATION

1.1 The expressions (if any) defined in this Agreement shall have the meaning so specified.

1.2 The headings are inserted for convenience only and shall not affect the construction of this Agreement;

1.3 Unless the context requires otherwise:

(i) words importing the singular number shall include the plural and vice versa;

(ii) words importing any particular gender shall include all other genders; and

(iii) references to persons shall include bodies of persons whether corporate or incorporate.

1.4 Any reference in this Agreement to any statute or statutory provision shall be construed as referring to that statute or statutory provision as the same may from time to time be amended, modified, extended, re-enacted or replaced (whether before or after the date of this Agreement) and including all subordinate legislation made under it from time to time.

2. PURPOSE

2.1 The purpose of this Agreement is to set out the basis for the provision of urban grass cutting by the Parish Council to the County Council (“the Service”).

2.2 This Agreement supersedes any and all agreements currently between the County Council and the Parish Council relating to the Service.

3. THE SERVICE

The Parish Council shall provide the Service in accordance with the terms of this Agreement (including the Schedule) and in accordance with all relevant laws applying to the provision of the Service.

4. DURATION AND TERMINATION

- 4.1 This Agreement shall commence on the **1 March 2017** and shall continue thereafter until terminated by either party in accordance with this Agreement.
- 4.2 Either party may terminate this Agreement by serving on the other party not less than one months' notice in writing.
- 4.3 Following service of a notice under clause 4.2, the Parish Council shall detail in writing to the County Council within 10 days of service the number of grass cuts undertaken or that will have been undertaken from the preceding 1 March until the date this agreement ends. The County Council and the Parish Council shall then agree what proportion of the Annual Fee (defined in clause 6) is due to the Parish Council up to the date of expiry (*e.g if two thirds of the cuts have been undertaken then two thirds of the Annual Fee would be due*).
- 4.4 Where the Annual Fee is paid in two equal instalments under clause 6 then the Parish Council shall reimburse the County Council for any element of the Annual Fee already paid that exceeds the amount due to the Parish Council as determined in accordance with this clause 4.3 within thirty days of this Agreement ending or agreement under clause 4.3 (whichever is the later) (*e.g if half of the Annual Fee has been paid but the Parish Council is only due one third then the difference will be reimbursed*)]

4.3

5. INDEMNITY AND INSURANCE

- 5.1 The Parish Council shall indemnify and keep indemnified the County Council against all actions claims demands proceedings damages losses costs charges and expenses whatsoever in respect of or in any way arising out of the provision of the Service or any part of the Service including injury to or death of any person and loss of or damage to any property including any property belonging to the County Council save to the extent that the same arises from any act and/or negligence of the County Council.
- 5.2 The Parish Council shall maintain at its own expense public liability insurance throughout the period of this Agreement and shall ensure that any sub-contractor also maintains public liability insurance throughout the period of this Agreement. The cover per incident under such a policy or policies shall at all times be at least five million pounds (£5,000,000) and unlimited in aggregate. Evidence of public liability insurance cover (including the cover of any sub-contractor) must be provided before the Parish Council and/or any sub-contractor commences the Service and updated

evidence must be provided during the course of this Agreement following any policy renewal and/or other change. The Parish Council must ensure that its insurer (and the insurer of any sub-contractor) is aware that the provision of the Service under this Agreement includes the Parish Council and/or any sub-contractor working within the public highway.

6. FINANCIAL

6.1 Subject to the satisfactory provision of the Service by the Parish Council, the County Council shall pay to the Parish Council a fee for each year that this Agreement is in force ("the Annual Fee").

6.2 The Annual Fee as at the date of this Agreement is £334.62

[2 INVOICES

6.3 The County Council shall pay the Annual Fee in two equal instalments of £167.31. The first instalment shall be payable on or before 1 April in each year that this Agreement is in force. The second instalment shall be payable on or before 30 November in each year that this Agreement is in force. Where any change is made to the Annual Fee pursuant to paragraph 1 of the Schedule then the change shall be deducted from (if the Annual Fee decreases) or added to (if the Annual Fee increases) the second instalment in proportion (i.e. pro rata) to the number of cuts the change in the Annual Fee applies to.

OR

[1 INVOICE

6.3 The County Council shall pay the Annual Fee in one instalment of £334.62 payable on or before 30th November in each year that this Agreement is in force. Where any change is made to the Annual Fee pursuant to paragraph 1 of the Schedule then the change shall be incorporated into the instalment in proportion (i.e. pro rata) to the number of cuts the change in the Annual Fee applies to.

7. APPOINTMENT OF STAFF AND CONTRACTORS

The Parish Council may provide the Service pursuant to terms of this Agreement by means of directly employed staff or by appointing one or more sub-contractors or by a combination of both of the above as the Parish Council considers most advantageous.

8. DISPUTE RESOLUTION AND ARBITRATION

8.1 If a question dispute or difference ("the Dispute") arises in relation to the provision of the Service and/or this Agreement then the parties shall meet within 7 working days of the Dispute arising and use their respective best endeavours to resolve the

Dispute. If they are unable to reach a mutually acceptable resolution they shall refer the Dispute to the Director of Environment and Transport of the County Council and the Clerk of the Parish Council (or such other suitable senior officers as they shall each in their absolute discretion determine) who shall meet within 14 working days of the referral and use their respective best endeavours to resolve the Dispute.

8.2 Where it is not possible to resolve a dispute under Clause 13.1 the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.

8.3 Nothing in this Clause 8 shall prevent a party from seeking from any Court of competent jurisdiction an interim order restraining the other party from doing any act and/or compelling the other party to do any act.

8.4 The provision of the Service by the Parish Council shall not be suspended, cease or be delayed by reference of a dispute to mediation or to a Court and the Parish Council shall comply fully with this Agreement at all times.

9. DATA PROTECTION AND INFORMATION

9.1 The parties shall comply in all respects with the provisions of the Data Protection Act 1998 and to the extent that any party ("the Indemnifying Party") is in breach of its obligations and duty under the aforesaid Act it will indemnify the other party ("the Indemnified Party") against all actions costs expenses claims proceedings and demands which may be made or brought against the Indemnified Party.

9.2 The parties acknowledge that they are both subject to the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR"). The parties undertake that they will cooperate with each other in complying with their respective duties under FOIA and/or EIR as they relate to this Agreement and/or the Service.

9.3 The Parish Council shall procure that any sub-Contractor provides all information that it possesses and all support to enable the parties to comply with their obligations under FOIA and EIR.

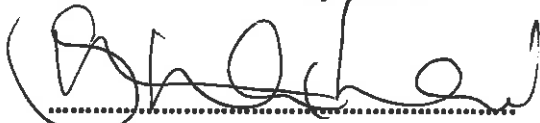
9.4 Each party undertakes that it shall not at any time disclose to any person (save an employee, officer or adviser of the party) any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except with the prior consent of the other party or as required by law. No party shall use the other party's confidential information for any purpose other than to perform its obligations under this Agreement.

10. GENERAL

- 10.1 Any notice required to be served under this Agreement shall be sent by recorded delivery post and in the event of a notice given by the Parish Council it shall be sent to the Director of Environment and Transport at County Hall, Glenfield, Leicester LE3 8RA or such other address as is notified to the Parish Council from time to time and in the event of notice to the Parish Council it shall be sent to the Parish Clerk or such other address as is notified to the County Council from time to time and in each case shall be deemed to be given and received on the second working day following mailing.
- 10.2 The parties shall undertake a review of this Agreement at least annually with particular reference to the effectiveness of the provision of the Service.
- 10.3 The terms of this Agreement may be varied at any time by agreement between the parties and provided that such variations must be documented in writing and signed by both parties.
- 10.4 This Agreement shall be subject to English Law in all respects (including formation) and shall be construed and interpreted in accordance with English Law and shall be subject to the jurisdiction of the courts of England.
- 10.5 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement unless otherwise expressly stated in this Agreement and then only to the extent permitted by such terms.
- 10.6 The Parish Council shall not have the right to assign or transfer the benefit of this Agreement or any part of this Agreement without the consent of the County Council.
- 10.7 Each of the parties will pay their own costs and expenses incurred in connection with the preparation negotiation and completion of this Agreement.
- 10.8 The Parish Council shall respond, to include the provision of copies of any document in its possession, to any request for information from the County Council in respect of the provision of the Service and/or this Agreement within the period specified by the County Council in any such request.
- 10.9 If the Parish Council, its employees or anyone acting on the Parish Council's behalf shall have offered or given or agreed to give any personal inducement or reward in respect of this or any other County Council contract (even if the Parish Council does not know what has been done), or committed an offence under the Bribery Act 2010 or given any fee or reward the receipt of which is an offence under section 117(2) of the Local Government Act 1972 or committed any fraud in connection with this or any other County Council contract whether alone or in conjunction with County Council members, contractors or employees then the County Council shall be entitled to terminate forthwith this Agreement and without prejudice to any other right of the County Council recover from the Parish Council the amount of any loss arising from such termination. Any provision limiting the Parish Council's liability shall not apply to this clause 10.9.

16. SIGNATURES

Leicestershire County Council



.....
Signature

S.M. WOODWARD

.....
Name

8/8/16.

.....
Date

Tur Langton Parish Council

.....
Signature

.....
Name

.....
Date

SCHEDULE

SPECIFICATION

Urban Grass Cutting

General





1. The Parish Council shall undertake grass cutting of the highway verges and jitties coloured green and yellow respectively on the plan(s) attached to this Agreement at the Annex to this Schedule. **OR** [The Parish Council shall undertake grass cutting of the highway verges coloured on the plan(s) attached this this Agreement at the Annex to this Schedule and the jitties listed in the Annex to this Schedule]. The entire area of grass specified on the plans and/or listed shall be cut. The County Council and the Parish Council may agree to add or remove highway verges and jitties from the area covered by this Agreement. Such a change shall take effect as a variation to this Agreement and must be recorded in writing. The County Council and the Parish Council shall as part of such a variation consider if any change to the Annual Fee is required.
2. The Parish Council must ensure that the grass cutting operation finely chops the grass, and deposits the grass cuttings on the area cut at the time of cutting and not onto the carriageway, footway, other paved areas or elements of the local highway drainage system.
3. The Parish Council shall cut up to obstructions, boundaries, edges, safety fences etc. Grass margins and narrow grass strips around street furniture, trees etc. which cannot be cut by machine mower shall be trimmed by other means at the same time and to the same standard as the main area. When undertaking the cutting over an area, an overlap shall be allowed between swathes and, at the end of each run/cut, the turn shall be undertaken in such a manner as not to endanger any pedestrian or vehicular traffic using the highway. Due care must be taken not to damage shrubs, trees etc. Immediately after cutting, the grass and other vegetation should not be longer than 50mm or less than 20mm but the County Council accepts that where grass is wet this may not be possible.
4. Six cuts per grass cutting season (1 March to 31 October) are required for highway verges.
5. Three cuts per grass cutting season (1 March to 31 October) are required for jitties.

6. The Parish Council shall be responsible for scheduling the cuts during the grass cutting season. The Parish Council shall act reasonably in scheduling the cuts across the grass cutting season (1 March to 31 October). The Parish Council is permitted to schedule cuts in excess of those required by this Schedule but must do so at its own cost.
7. The Parish Council shall be responsible for ensuring that the provision of the Service is compliant with all relevant health and safety standards and shall provide copies, on request, of any health and safety policies relevant to the provision of the Service to the County Council. The Parish Council shall ensure that the provisions on Traffic Management (below) are complied with in the provision of the Service.
8. The Parish Council shall keep records of any complaints received directly by the Parish Council and/or any sub-contractor and shall provide a copy of such a record to the County Council when complaints are received. Where the County Council receives complaints direct in relation to the Service then the Parish Council shall provide all reasonable assistance to the County Council to enable the County Council to respond to such complaints. The County Council may forward to the Parish Council any complaints received direct for resolution.

Traffic Management

9. Traffic safety measures shall conform to Chapter 8 of the Traffic Signs Manual published by HM Stationery Office or any amendment thereof for time being in force.
10. The following minimum additional measures to Chapter 8 are to be adopted by the Parish Council with regard to signing and road conditions:

GOOD ROAD ALIGNMENT	POOR ROAD ALIGNMENT
Signing	Signing
(i) 1 no. blue arrow ref diagram 610 of the Traffic Signs Regulations and General Directions 2002.	(i) Advanced warning signs ref 7001 with appropriate supplementary plates as ref 7001.1 – 1 number in each direction.

 <p>(ii) 1 no. amber flashing unit mounted on the vehicle visible from all directions.</p>	  <p>(ii) 1 no. blue arrow ref diagram 610 of the Traffic Signs Regulations and General Directions 2002.</p>  <p>(iii) 1 no. amber flashing unit mounted on the vehicle visible from all directions.</p>
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11. The Parish Council shall provide, erect and maintain on completion all necessary signs, cones etc. as required by Chapter 8 of the Traffic Signs Manual. No additional payment shall be made for this work which shall be carried out.

12. Every representative of the Parish Council (including sub-contractors) whilst engaged on the provision of the Service shall be provided with by their employer, and wear high visibility clothing and all vehicles shall be fitted with a minimum of one flashing amber lamp, visible from both front and rear of the vehicle and shall have signs boards reading "HIGHWAY MAINTENANCE" to diag. 7404 fixed at the rear.



13. The Parish Council shall ensure that any vehicles and machinery engaged in connection with the provision of the Service do not obstruct the visibility of other vehicle drivers and/or pedestrians.

ANNEX