

## **Conditions of Contract for services of Parish / Community Caretaker**

1. The Contractor shall undertake to perform the role of Parish / Community Caretaker in the Parish of High and Low Bishopside (Pateley Bridge Town Council) ("PBTC") for the period 1<sup>st</sup> April 2022 to 31<sup>st</sup> March 2025.
2. A Town Councillor will be appointed to lead on each task to meet with the Caretaker, or discuss, as necessary, details of the work to be undertaken.
3. The Contractor shall indemnify the above named Parish Council and any funding agency against all claims and proceedings in respect of injury to persons and property arising out of the execution of works under the Parish / Community Caretakers scheme.
4. The Contractor shall maintain insurance policy cover for public liability and damage to property (as defined in Appendix 1) and produce, when requested, the policy and/or evidence of payment of the premium.
5. The Contractor must comply with all current Health and Safety legislation; being prepared to undertake training at his own expense, providing all necessary equipment (including that which is deemed necessary to ensure safe working practices in the highway to ensure that the community is not exposed to unmanaged risks). The Contractor will also provide personal protective equipment for his own use.
6. Should PBTC consider that any work is not up to standard or completed satisfactorily they will inform the Contractor and request that the work is improved/completed satisfactorily. After due warning, if there is insufficient improvement the Council reserves the right to cancel the contract without liability.
7. The Contractor shall be responsible for reinstating at his or her own expense any damage caused during and as a result of the execution of the works.
8. The Contractor should make good any unsatisfactory work resulting from working under unsuitable weather or ground conditions.
9. The Council will normally supply the materials required for the tasks. The Contractor may purchase routine materials by prior arrangement with the Council, using the PBTC account at Todds.
10. The Contractor shall in the execution and on the completion of the works, keep all equipment, materials and all things connected with the whole works in a reasonably good order and tidy and safe condition to the satisfaction of the Council.
11. The Contractor must supply all necessary equipment for the tasks required, and provide his own transport to carry them.

12. The Council meets on the first Tuesday of each month and will prepare a schedule of tasks for the next few weeks at that meeting. The Contractor will provide a time sheet and an invoice each quarter showing the tasks undertaken and hours worked on each task. This time sheet should be given to the Clerk or designated Lead Councillor by lunchtime on the Tuesday prior to the meeting. This will allow, where necessary, checks to be made and payment authorised at the meeting. The Council will make payment by bank transfer and a revised work schedule will be provided to the Contractor by the end of the week of the meeting.
13. Either party may terminate this Contract forthwith by written notice if the other party is in fundamental breach of its obligations thereunder without prejudice to the rights of that party in respect of any existing or antecedent breach. The Parish Council shall only be liable to pay for work that has been carried out to their satisfaction.
14. In the event of a dispute arising between the parties, it should be referred to an independent body or nominated person (who shall act as an expert and not an arbitrator) and whose decision, which will be final and binding on both parties. The parties shall bear the cost of such referral on an equal basis.
15. The hourly rate for the job shall be (to be agreed). At the end of the first month the Contractor shall invoice the Council for hours worked and thereafter submit invoices at regular quarterly periods or as may be agreed with the Contract Administrator. The Parish Council shall pay the Contractor within 21 days of receiving the invoice.

The nominated Lead Councillor is (to be confirmed)

The nominated Contract Administrator is the Clerk

SIGNED ON BEHALF OF HIGH & LOW BISHOPSIDE PARISH COUNCIL  
(PATELEY BRIDGE TOWN COUNCIL)

Name .....

Date .....

SIGNED BY THE CONTRACTOR

Name .....

Address .....  
.....  
.....  
.....

Date.....

**INDEMNITY**

**TO: HIGH & LOW BISHOPSIDE PARISH COUNCIL (PATELEY BRIDGE TOWN COUNCIL)**

Of: The Council Chamber, King Street, Pateley Bridge, HG3 5LE

In consideration of the Parish Council entering into a Partnership for the Services of Parish / Community Caretaker.

Now I,

of

**Agree with you as follows: -**

I shall indemnify you and keep you indemnified against all demands, claims, liabilities, losses, cost and expenses whatsoever (including all legal and other costs, charges and expenses that you may incur in connection with or as a result of any service performed by me under the terms of the Contract for Services save to the extent that the same is due to the negligence wilful default or fraud of the Parish Council or any of its Officers.

**Signed:** .....

**Dated:** .....

## APPENDIX 1

### Injury, damage and insurance

#### *Injury to or death of persons*

1. The Contractor shall be liable for and shall indemnify the Employer against any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by the carrying out of the Works, except to the extent that the same is due to any act or neglect of the Employer or of any person for whom the Employer is responsible. Without prejudice to his liability to indemnify the Employer the Contractor shall take out and maintain and shall cause any sub-contractor to take out and maintain insurance which, in respect of liability to employees or apprentices, shall comply with the Employer's Liability (Compulsory Insurance) Act 1969 and any statutory orders made thereunder or any amendment or re-enactment thereof and, in respect of any other liability for personal injury or death, shall be such as is necessary to cover the liability of the Contractor or, as the case may be, of such sub-contractor.

#### *Injury or damage to property*

2. The Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property real or personal (other than injury or damage to the Works) insofar as such injury or damage arises out of or in the course of or by reason of the carrying out of the Works and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Contractor, his servants or agents, or of any person employed or engaged by the Contractor upon or in connection with the Works or any part thereof, his servants or agents. Without prejudice to his obligation to indemnify the Employer the Contractor shall take out and

maintain and shall cause any sub-contractor to take out and maintain insurance in respect of the liability referred to above in respect of injury or damage to any property real or personal other than the Works which shall be for an amount not less than the sum stated below for any one occurrence or series of occurrences arising out of one event:

Insurance cover referred to above to be not less than:

£2,000,000

#### *Insurance of the Works*

3. "The Works and all unfixed materials and goods intended for, delivered to, placed on or adjacent to the Works and intended therefor (except temporary buildings, machinery, tools and equipment owned or hired by the Contractor or any sub-contractor) shall be at the sole risk of the Contractor as regards loss or damage by fire, lightning, explosion, storm, tempest, flood, bursting or overflowing water tanks, apparatus or pipes, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, and the Contractor shall maintain adequate insurance against that risk.

If any loss or damage as referred to herein occurs then the Contract Administrator shall issue instructions as soon as may be practicable.

*Insurances under 1 and 2 shall provide an indemnity of not less than 2 million in respect of any one incident with unlimited indemnity.*

*The policies of insurance shall be endorsed to extend the indemnities to the Employer, as Principal and the period of cover must be the Contract Period plus the Maintenance Period.*