GROUNDS, GRASS CUTTING AND TREE MAINTENANCE CONTRACT

Contract Details

Council	Vigo Parish Council Vigo Village Hall, The Bay, Vigo, Gravesend, Kent DA13 0TD Email: clerk@vigo-pc.gov.uk
Contractor	[Successful Contractor's legal name, postal address, email address for notices and company registration number, if applicable — complete on award]
Services	Grounds maintenance, grass cutting, tree maintenance and associated environmental maintenance services. As detailed in Annex 2 (Grounds Maintenance Specification).
Start Date	1 April 2027
Initial Expiry Date	31 March 2031
Extensions	Up to two additional one-year periods at the Council's discretion, under clause 11.2. Maximum expiry date: 31 March 2033. The Council must give the Contractor at least three months' written notice before the current Expiry Date if it wishes to exercise an extension.
Charges	As set out in Annex 3 (Accepted Pricing Schedule).
Council Representative	Parish Clerk and Responsible Financial Officer. Email: clerk@vigo-pc.gov.uk
Contractor Representatives	Contract Manager and Site Supervisor: [details to be confirmed before commencement].
Insurance	Public liability: £10 million per occurrence. Employers' liability: as required by law.
Special Terms	None, unless expressly agreed in writing and recorded here before the Contract is signed.
Contract Documents	These Contract Details, the Conditions and Annexes 1–4, subject to the order of precedence in clause 3.4.

Signed for the Council: _____ **Date:** _____

Signed for the Contractor: _____ **Date:** _____

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Contract Conditions

1. Defined terms (see Appendix A)

1.1 The terms defined in Appendix A have the meanings given there. Ordinary words have their usual meaning.

2. Understanding the Contract

2.1 In the Contract, unless the context otherwise requires:

2.1.1 References to clauses mean clauses in these Contract Conditions.

2.1.2 An obligation not to do something includes an obligation not to permit it to be done.

2.1.3 References to writing include emails and other electronic communications that can be read and retained.

2.1.4 References to legislation include amendments, replacements or re-enactments of that legislation.

2.1.5 The words “including” and “for example” do not limit the scope of the preceding words.

2.1.6 References to documents include amendments or replacements made in accordance with the terms of this Contract.

3. How the Contract works

3.1 The Council offers to appoint the Contractor to provide the services described in this Contract, subject to its terms and conditions.

3.2 The Contract takes effect when the Council receives a copy signed by the Contractor.

3.3 The Contractor warrants that all information and documents provided as part of its tender submission were accurate when submitted and remain accurate at the time the Contract is entered into.

3.4 The following documents form part of this Contract. If they conflict, they take precedence in this order:

1. the Council cover letter, but only where expressly incorporated;
2. Contract Details
3. agreed Special Terms;
4. Contract Conditions;
5. Annex 1 (Processing Personal Data);
6. Annex 2 (Grounds Maintenance Specification), including maps and schedules;
7. Annex 3 (Accepted Pricing Schedule); and
8. Annex 4 (Accepted Contractor Tender).

Accepted pricing and tender documents are completed on award.

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A tender qualification or departure has effect only if expressly accepted in writing by the Council and recorded in the Contract Details or Special Terms.

4. What needs to be delivered

4.1 All Services

4.1.1 The Contractor must carry out the Services in accordance with this Contract, Annex 2 (Grounds Maintenance Specification), including its schedules, and Annex 4 (Accepted Contractor Tender). All work must comply with applicable legislation and be carried out with reasonable skill, care and professional competence.

4.1.2 If work does not meet the Contract requirements, the Contractor must put it right or repeat it, at no extra cost, within a reasonable time set by the Council.

4.2 Services

4.2.1 Failing to provide the Services on time is a breach of this Contract.

4.2.2 The Contractor must cooperate with the Council and relevant third parties and follow the Council's reasonable instructions about the Services.

4.2.3 The Council must provide the Contractor with reasonable access to the areas covered by the Contract, insofar as such access is within the Council's control, at reasonable times for the purpose of supplying the Services.

4.2.4 The Contractor must provide the skills, equipment, tools, materials and other resources needed for the Services at its own cost, except for any separately approved additional work or equipment expressly payable under Annex 3 (Accepted Pricing Schedule).

4.2.5 The Contractor must ensure that they have the necessary skills, equipment and resources to carry out the Services and take reasonable steps to minimise disruption to residents, land users and others.

4.2.6 After work at each location, the Contractor must leave the area clean, safe and tidy, and remove waste in accordance with the law and Annex 2 (Grounds Maintenance Specification).

4.2.7 The Council may withhold payment for work not properly carried out. This does not affect its other rights under the Contract.

4.2.8 Before the Services begin, the Contractor must provide the Parish Clerk with the names and contact details of its Contract Manager, Site Supervisor and emergency out-of-hours contact, and keep these details up to date throughout the Contract Period.

4.2.9 The Council may permit the Contractor to use its garage and fenced outdoor compound in connection with the Services, subject to arrangements agreed with the Parish Clerk. The Contractor shall use these facilities only for authorised purposes, keep them clean and tidy, and take responsibility for safeguarding any equipment or materials stored there. The Council shall not be responsible for loss of or damage to the Contractor's equipment or materials, except where caused

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by the Council's negligence or other legal liability. The Contractor shall return all keys and access devices and remove its property when permission to use the facilities ends or the Contract terminates.

4.3 Emergency works — If there is an immediate risk to public safety, the Contractor may take only the minimum action reasonably needed to make the area safe without prior approval. It must tell the Parish Clerk as soon as reasonably practicable what happened, what it did and any additional costs. Any further remedial work or work outside the agreed specification needs the Clerk's prior written approval. The Clerk may refer the decision to the Parish Council. All approvals must comply with the Council's financial regulations and delegated authority limits.

4.4 Where the Contractor fails to respond to an urgent safety issue or fails to undertake essential remedial work within a reasonable time, having regard to the seriousness of the situation, the Council may arrange for the necessary work to be carried out by another contractor.

Where the failure constitutes a breach of this Contract, the Council may recover its reasonable, evidenced additional costs directly arising from that breach, subject to clause 12 (Liability and financial responsibility).

The Council shall notify the Contractor as soon as reasonably practicable. Nothing in this clause prevents the Council from taking immediate action where necessary to protect public safety.

5. Pricing and payments

5.1 The agreed annual price is set out in Annex 3 (Accepted Pricing Schedule). Unless expressly stated otherwise, it covers the labour, equipment, transport, materials, waste removal and other costs of delivering the Services.

5.2 The Council will make monthly payments through its normal authorisation procedures and in accordance with its financial regulations and any mandatory legal payment requirements.

5.3 The Council will pay one-twelfth of the agreed annual contract value each month in arrears, subject to its normal payment procedures and financial regulations. Where the Contractor is VAT-registered, payment requires a valid VAT invoice. A Contractor not registered for VAT need not issue an invoice unless otherwise required by law. VAT is payable where applicable.

5.4 Where VAT is charged, the invoice must contain the information required by VAT law. The Council will pay VAT properly chargeable on the Services in addition to the agreed price, unless Annex 3 (Accepted Pricing Schedule) states that the price includes VAT.

5.5 If the Council disputes an amount in good faith, it must explain why promptly and pay any undisputed amount when due. Both parties must work to resolve the dispute without delay.

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5.6 The Council may deduct from payments due to the Contractor any amounts that the Contractor legally owes the Council under this Contract.

5.7 If the Contractor uses subcontractors, it must comply with the payment requirements under section 73 of the Procurement Act 2023. It must not include terms in its subcontracts that remove the payment protections required by law.

5.8 Annual Price Review. From the second Contract Year onwards, the Council shall review the annual Contract Price each year, taking into account changes in the cost of providing the Services, including cost-of-living increases.

Any increase shall be entirely at the Council's discretion and shall require the Council's written approval. No annual increase is guaranteed or automatic.

Any agreed adjustment must comply with applicable procurement law and be recorded in writing in accordance with clause 25 (Changing the Contract) and Annex 3 (Accepted Pricing Schedule).

5.9 Where additional work or costs have been separately authorised by the Council, the Contractor shall submit an invoice identifying the work undertaken, the date and location of the work, and the agreed charges, together with reasonable supporting details where requested.

Such charges shall be payable in accordance with the Council's normal payment procedures and financial regulations.

6. The Council's obligations to the Contractor

6.1 The Contractor will not be held responsible for work it cannot carry out because the Council has failed to provide necessary access or information. The Contractor must notify the Parish Clerk promptly so that alternative arrangements can be agreed. No additional payment will be made unless agreed in writing by the Council in advance.

6.2 The Council is responsible where its failure to provide reasonable access to areas within its control, information reasonably necessary for the Services, or details of known relevant hazards directly prevents the Contractor from carrying out the Services. Clause 6.1 applies to any resulting inability to perform.

6.3 The Council may nominate an alternative authorised representative when required.

7. Record keeping and reporting

7.1 The Contractor must send monthly electronic work reports as required by Annex 2, tell the Parish Clerk promptly about urgent matters and attend reasonable meetings with the Clerk or Council when asked.

7.2 The Contractor must keep accurate records and accounts relating to this Contract for seven years after it ends, protecting personal information as required by data protection law.

7.3 The Contractor must provide the Council with reasonable access to records relating to the Services, where needed to check that the Contract is being

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properly carried out. The Contractor must also comply with any lawful request for records or information from the Council's appointed external auditor.

7.4 If the Contractor cannot provide any required Services, it must immediately:

7.4.1 tell the Council what has happened and why;

7.4.2 explain how it proposes to put matters right; and

7.4.3 give a realistic date for doing so.

7.5 If the Council has reasonable grounds to believe the Contractor's financial difficulties may affect the Services, it may:

7.5.1 ask the Contractor for a written plan explaining how it will continue delivering the Services, including progress updates; and

7.5.2 end the Contract by giving written notice if the Contractor fails to provide or follow an agreed, reasonable plan to continue the Services. If the Contract ends for this reason, clause 11.5.1 applies.

7.6 The Contractor must tell the Council within three Working Days after becoming aware of a serious breach of the Contract. The Council may ask for a written plan setting out how and when the breach will be put right.

8. Contractor Staff

8.1 Anyone the Contractor uses to provide the Services must:

8.1.1 have the training and competence needed for their work;

8.1.2 have the legal right to work in the UK, checked by the Contractor. Routine BPSS (Baseline Personnel Security Standard) or DBS (Disclosure & Barring Service) checks are not required; and

8.1.3 follow reasonable site conduct and safety requirements.

8.2 If the Council reasonably considers a person unsuitable for work under this Contract, the Contractor must provide a suitable replacement where necessary.

8.3 The Contractor must provide reasonable details of people needing site access or access to sensitive information when the Council asks.

8.4 The Contractor must cover the Council's reasonable losses arising from claims by people it employs or engages, to the extent caused by the Contractor or those working for it. This is subject to clause 12.

8.5 The Council must cover the Contractor's reasonable losses arising from claims by people the Council employs or engages, to the extent caused by the Council or those working for it. This is subject to the express liability provisions in clause 12.

8.6 The Contractor must use the Contract Manager and Site Supervisor named in the Contract Details. A change is permitted if:

8.6.1 the Council requests or approves it (approval must not be unreasonably withheld or delayed);

8.6.2 the person resigns, retires, dies or is absent on parental or long-term sick leave; or

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8.6.3 the person's engagement ends because of a serious breach of their employment or other contract. The Contractor must notify the Clerk promptly and provide suitable cover.

9. Rights and protection

9.1 The Contractor confirms that:

9.1.1 it has the legal authority and ability to enter into and perform this Contract;

9.1.2 the person signing the Contract is authorised to do so;

9.1.3 it is legally entitled to trade in the UK, including as a sole trader if applicable;

9.1.4 it knows of no legal action or investigation likely to prevent it carrying out the Services;

9.1.5 it has the licences, permissions and rights needed to carry out the Services and supply any required documents or materials;

9.1.6 it has no other commitments likely to seriously affect its ability to deliver the Services; and

9.1.7 it is not insolvent or subject to a relevant insolvency process.

9.2 The Contractor must ensure that the information provided in its tender and the confirmations given under this Contract remain accurate throughout the Contract Period. The Contractor must promptly notify the Parish Clerk of any significant changes.

9.3 The Contractor must cover the Council's reasonable, evidenced direct losses arising from the Contractor's deliberate wrongdoing or failure to pay tax or National Insurance due in connection with the Services, subject to clause 12 and applicable law.

9.4 Where permitted by the manufacturer or other provider, the Contractor must transfer to the Council, on request and without charge, any transferable third-party warranty for plants, trees, materials or equipment supplied under this Contract.

10. Ownership and use of documents and other materials

10.1 Each party retains ownership of its pre-existing documents, materials and intellectual property. The Council may keep, copy, share and use plans, reports, records and other materials produced for it under this Contract, including after the Contract ends. The Contractor must ensure that it has permission to grant these rights.

11. Ending the contract

11.1 The Contract starts on the Start Date and ends on the Expiry Date unless extended or ended earlier under this Contract or by law.

11.2 The Council may extend the Contract only as stated in the Contract Details and subject to the agreed extension procedure. The Council must give the Contractor

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at least three months' written notice before the current Expiry Date if it wishes to exercise an extension.

11.3 Ending the Contract without a reason

11.3.1 The Council may end the Contract without giving a reason by giving the Contractor at least three months' written notice.

11.4 When the Council can end the Contract

11.4.1 The Council may end the Contract immediately by written notice if any of the following happens. Clause 11.5.1 then applies:

11.4.1.1 the Contractor becomes insolvent;

11.4.1.2 the Contractor commits a serious breach of this Contract;

11.4.1.3 control of the Contractor changes without the Council's prior written approval;

11.4.1.4 the Contractor's conduct connected with this Contract seriously damages, or is likely seriously to damage, public trust in the Council; or

11.4.1.5 the Contractor seriously fails to meet applicable environmental, social or employment law duties when carrying out the Services.

11.5 What happens if the Contract ends

11.5.1 If the Council ends the Contract because of the Contractor's default under clauses 11.4, 7.5.2 or 32.4:

11.5.1.1 the Contractor must meet reasonable, evidenced extra replacement costs directly caused by its breach, subject to clause 12;

11.5.1.2 the Council must pay for Services properly carried out and accepted before the Contract ended, subject to lawful deductions;

11.5.1.3 rights and debts that already arose are unaffected;

11.5.1.4 the Contractor must return or securely delete Council information and personal data as required by clause 14 and Annex 1;

11.5.1.5 the Contractor must return Council property promptly;

11.5.1.6 the Contractor must give reasonable handover assistance to the Council and any replacement contractor without extra charge; and

11.5.1.7 the Contractor must refund advance payments for work not carried out.

11.5.2 Provisions that need to continue after the Contract ends still apply. These include payment debts, intellectual property, liability, data protection, confidentiality, audit, tax, disputes and governing law.

11.6 When the Contractor can end the Contract, and payments on termination

11.6.1 If an undisputed payment is overdue, the Contractor may send a written reminder to the Parish Clerk. The Contractor may only end the Contract if the total overdue undisputed amount exceeds £6,000 and remains unpaid 60 days after the

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Council receives the reminder. This does not affect any mandatory statutory payment rights.

11.6.2 The Contractor may end the Contract without giving a reason by giving the Council at least six months' written notice. Where either party ends the Contract without fault, the Council must pay for Services properly completed up to the termination date, less any amounts already paid or lawfully deducted. The Contractor is not entitled to compensation for loss of future profits. Any reasonable, evidenced and unavoidable cancellation costs shall be payable only where expressly agreed in writing by the Council.

11.7 Partially ending and suspending the Contract

11.7.1 Where the Council has a right to end the Contract, it may instead suspend or end all or part of the Services. During suspension, the Council may carry out the affected work itself or use another contractor.

11.7.2 The Council may suspend or end individual services without ending the whole Contract, provided the remaining services can continue. Any resulting change to the contract price must be agreed in writing.

11.7.3 Any price adjustment caused by a partial suspension or termination must be agreed in writing under clause 25 and recorded in Annex 3 (Accepted Pricing Schedule). Payments on termination without fault are dealt with in clause 11.6.2.

11.7.4 Using a right under this clause does not prevent the Council from using other rights available to it.

12. Liability and financial responsibility

12.1 Subject to applicable law and the other provisions of this clause, neither party is responsible to the other for:

12.1.1 losses that arise only indirectly from a breach; or

12.1.2 lost profits, turnover, savings, business opportunities or goodwill, whether the loss is direct or indirect.

12.2 Nothing in this Contract limits or removes either party's liability for:

12.2.1 death or personal injury caused by its negligence or the negligence of people working for it;

12.2.2 bribery, fraud or fraudulent misrepresentation by it or people working for it; or

12.2.3 any other liability that the law does not allow to be limited.

12.3 Each party must take reasonable steps to reduce any loss or damage it suffers in connection with the Contract.

13. Obeying the Law

13.1 The Contractor must follow all laws relevant to the Services, including health and safety, employment, equality, environmental, waste, tax and modern slavery law. It must take reasonable steps to ensure anyone it uses also complies.

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13.2 The Contractor must cover the Council's reasonable, evidenced direct costs and legal liabilities caused by the Contractor's breach of applicable law when carrying out the Services. The limits and exceptions in clause 12 apply.

13.3 The Contractor must identify a person responsible for compliance. This may be its Contract Manager. It must reasonably assist the Council with relevant duties under section 149 of the Equality Act 2010.

14 Data Protection and Security

14.1 The Council is the Controller and the Contractor is the Processor when handling residents' or Council personal data on the Council's behalf. The processing details are in Annex 1 (Processing Personal Data).

14.2 The Contractor must process Council personal data only on the Council's documented instructions, unless the law requires otherwise. It must tell the Council before processing required by law where permitted, and promptly flag instructions it considers unlawful.

14.3 The Contractor must protect personal data using appropriate security measures under Article 32 UK GDPR and ensure that anyone authorised to access it is bound by confidentiality.

14.4 The Contractor must obtain the Council's written authorisation before appointing a Subprocessor. Where general authorisation is given, it must notify the Council of proposed changes and allow objections. It must impose the required Article 28 terms in writing and remains responsible for the Subprocessor.

14.5 The Contractor must reasonably assist the Council with data subject rights, security obligations, personal data breaches, data protection impact assessments and consultation with the Information Commissioner's Office.

14.6 The Contractor must notify the Parish Clerk without undue delay of any suspected or actual personal data breach affecting Council data, take reasonable steps to limit harm and provide updates as information becomes available.

14.7 At the Council's choice, the Contractor must return or securely delete Council personal data, including copies, when the Contract ends, unless the law requires retention.

14.8 The Contractor must provide information needed to demonstrate compliance with Article 28 UK GDPR and permit and contribute to required audits and inspections.

14.9 The Contractor must not transfer Council personal data outside the UK without the Council's prior written permission and appropriate legal safeguards.

14.10 The Contractor must comply with the Council's Data Protection Policy where supplied and applicable. Liability under this clause is subject to clause 12, except where it cannot lawfully be limited.

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15. What you must keep confidential

15.1 Each party must protect the other party's Confidential Information and use it only for purposes connected with this Contract.

15.2 Confidentiality does not apply to information already public, lawfully known or received without restriction, independently developed, or required to be disclosed by law.

15.3 Each party may share Confidential Information with its staff, contractors, auditors and professional advisers where reasonably necessary and subject to appropriate confidentiality duties.

15.4 The Council may share information where necessary for its public functions or under clause 16 (Freedom of Information and Transparency).

15.5 Each party must promptly notify the other if it becomes aware of unauthorised disclosure or use of the other's Confidential Information.

15.6 The Contractor must obtain the Council's written permission before publicising this Contract or using the Council's name in publicity.

16. Freedom of Information and Transparency

16.1 The Contractor must forward any freedom of information or environmental information request relating to the Contract to the Parish Clerk within 48 hours of receipt.

16.2 The Contractor must provide information and reasonable assistance requested by the Council, normally without charge and within five Working Days, or sooner where necessary to meet a legal deadline.

16.3 The Council decides what information must or may be disclosed and whether any exemption applies.

17. Insurance

17.1 The Contractor must maintain public liability insurance of at least £10 million per occurrence, employers' liability insurance where legally required, appropriate motor insurance for vehicles used in providing the Services, and any other insurance required by law.

The Contractor must provide evidence of the required insurance before the Services commence, on renewal and whenever reasonably requested by the Council.

18. Invalid parts of the contract

18.1 If part of this Contract is unlawful or unenforceable, only the affected part will be removed or limited as necessary. The rest of the Contract continues.

18.2 This Contract and its listed annexes form the whole agreement about the Services. This does not exclude liability for fraud.

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19. Other people's rights in the contract

19.1 Only the Council and the Contractor can normally enforce this Contract. This does not remove any rights that the law gives to subcontractors, including statutory payment rights. The parties may change or end the Contract without the consent of any other person, where the law permits.

20. Circumstances beyond your control

20.1 A party prevented from meeting its obligations by an event beyond its reasonable control is excused only while the event prevents performance, provided it promptly informs the other party in writing and takes reasonable steps to reduce disruption.

20.2 A delay caused by someone working for the Contractor counts as an event beyond reasonable control only if the same event would have prevented the Contractor from carrying out the work directly.

20.3 If an event beyond a party's reasonable control prevents a substantial part of the Services from being carried out for more than 60 consecutive days, either party may end the affected Services by giving 30 days' written notice. The whole Contract may only be ended under this clause where the event prevents substantially all the Services from continuing. The Contractor must take reasonable steps to minimise disruption and cooperate with the Council to maintain essential services and arrange an orderly handover.

20.4 If the Contract ends under clause 20.3, the Council must pay for Services properly completed up to the end date, less payments already made. Both parties must help with an orderly handover.

21. Relationships created by the contract

21.1 This Contract does not create an employment relationship, partnership or joint venture between the parties. The Contractor must not suggest otherwise.

22. Giving up contract rights

22.1 A party only gives up a right under this Contract if it confirms that waiver in writing. A delay in using a right does not automatically waive it.

23. Transferring responsibilities

23.1 The Contractor must not transfer this Contract, or any of its rights or duties, without the Council's written approval.

23.2 The Council may transfer the Contract to a successor local authority or other public body where the law permits, after giving reasonable notice.

23.3 The Contractor must sign any reasonable documents needed to complete a lawful transfer under clause 23.2.

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24. Supply Chain

24.1 The Contractor may engage appropriately qualified and insured Subcontractors for specialist or occasional works. The Parish Clerk shall be notified in advance where a Subcontractor is to undertake significant works. The subcontracting of a material part of the Services requires the Council's prior written consent, not to be unreasonably withheld or delayed. The Contractor remains responsible for all subcontracted work.

24.2 When reasonably requested, the Contractor must provide details of subcontractors, their work and their legal compliance, including:

24.2.1 their names;

24.2.2 the work they will carry out; and

24.2.3 how long they will be involved.

24.3 The Contractor must take reasonable care when choosing and appointing subcontractors.

24.4 Where section 73 of the Procurement Act 2023 applies to a subcontract, the Contractor must comply with its statutory payment requirements and must not remove those statutory protections.

24.5 The Council may reasonably require the Contractor to replace or remove a Subcontractor whose material breach, unsafe performance, unlawful conduct or conflict of interest adversely affects the Services. The Council shall explain the reasons in writing and allow a reasonable remedy period where appropriate and safe.

24.6 The Contractor remains responsible for work and conduct of its subcontractors and anyone they use.

25. Changing the contract

25.1 Changes to this Contract must be recorded in writing and signed by authorised representatives of both parties. Routine instructions and separately approved extra work under Annex 2 do not change the Contract unless a written variation says so. Any change must also comply with applicable procurement law and the Council's financial regulations.

26. How to communicate about the contract

26.1 Formal notices should be sent by email to the address in the Contract Details. An email notice is treated as received at 9 am on the next Working Day after it is sent, unless the sender receives a delivery failure message.

26.2 If email cannot reasonably be used, a formal notice may be delivered by hand or sent by prepaid next-Working-Day tracked postal service to the address in the Contract Details.

26.3 Formal notices must be sent to the email or postal addresses in the Contract Details, as updated by written notice.

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26.4 This clause does not apply to court proceedings or other legal documents that have separate service rules.

27. Dealing with claims

27.1 If a third party makes a claim against either party relating to the Services, that party must promptly inform the other where the claim may involve the other's responsibility under this Contract. Both parties must provide reasonable information and assistance and take reasonable steps to minimise any loss.

27.2 Each party remains responsible for claims arising from its own acts or failures, subject to clause 12 and the other terms of this Contract.

27.3 Neither party may admit liability or agree a settlement on behalf of the other without its prior written agreement.

27.4 The Council may retain control of any claim made against it where necessary to protect its legal duties, public functions or interests. The parties must cooperate reasonably in handling such claims.

28. Equality, diversity and human rights

28.1 The Contractor must follow applicable equality, employment and human rights law when carrying out the Services.

28.2 The Contractor must take reasonable steps to prevent unlawful discrimination when carrying out the Contract and promptly tell the Council about any allegation or finding of unlawful discrimination that materially affects the Services.

29. Health and safety

29.1 The Contractor must follow applicable health and safety law, approved risk assessments and safe working methods, Annex 2 and the Council's reasonable safety instructions.

29.2 The Contractor must promptly tell the Council about accidents, reportable incidents, serious near misses and significant hazards connected with the Services. It must take immediate safety measures where needed and make any reports required by law.

30. Environment and sustainability

30.1 The Contractor must follow environmental and waste law and the environmental requirements in Annex 2. It must take reasonable care to protect trees, wildlife, habitats, watercourses and Council land, and dispose of waste lawfully.

31. Tax

31.1 The Contractor must meet all tax and National Insurance obligations relating to this Contract.

31.2 Where the Contractor fails to comply with applicable tax or National Insurance obligations connected with this Contract:

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31.2.1 the Contractor shall remain responsible for payment of its own taxes, contributions, penalties and interest lawfully due; and

31.2.2 The Contractor must cover the Council's reasonable, evidenced direct costs caused by that failure, subject to clause 12 and applicable law.

32. Conflict of interest

32.1 The Contractor must take reasonable steps to prevent actual or potential conflicts of interest involving itself or anyone working for it.

32.2 The Contractor must promptly tell the Council about any actual, possible or perceived conflict of interest.

32.3 The Council shall consider reasonable measures to manage a notified Conflict of Interest. If the conflict cannot reasonably be managed, the Council may terminate the Contract by written notice. Where the conflict arose outside the Contractor's control, clauses 11.5.1.2 to 11.5.1.7 apply; where it arose within the Contractor's control, the whole of clause 11.5.1 applies, subject to clause 12.

32.4 Where the Contractor has failed to notify the Council about an actual or potential Conflict of Interest and the Council terminates under clause 32.3, the whole of clause 11.5.1 shall apply.

33. Reporting a breach of the contract

33.1 The Contractor must promptly report any actual or suspected breach of relevant law or of clauses 13 and 27 to 32 by itself or anyone working for it.

33.2 The Contractor must not punish anyone for raising a concern in good faith.

34. Cooperation needed to give effect to the Contract

34.1 Each party must reasonably cooperate, at the requesting party's cost, to give effect to this Contract.

35. Resolving disputes

35.1 The parties must first try to resolve disputes through discussions between authorised senior representatives.

35.2 If discussions do not resolve a dispute, the parties may agree to mediation before going to court.

35.3 The courts of England and Wales have exclusive jurisdiction over disputes connected with this Contract.

35.4 The Contractor must continue the Services during a dispute unless the Contract has lawfully ended or the law prevents performance.

36. Which law applies

36.1 English law governs this Contract and any dispute connected with it.

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Annex 1 – Processing Personal Data

Roles	Council (Vigo Parish Council): Controller. Contractor: Processor only when acting on documented Council instructions in respect of residents' or Council contact details. Where the Contractor independently determines purposes and means for its own employment, payroll or business administration records, it acts as a separate Controller for those records, outside this processing schedule.
Subject matter	Limited personal-data processing necessary to organise, perform, report on and respond to enquiries about the grounds maintenance Services.
Duration	From the Start Date to the end of the Contract and any extensions; thereafter only for return/deletion or retention required by UK Law.
Nature and purpose	Receipt, consultation, limited storage and use of Council-provided contact details to arrange access, respond to specific site issues, document complaints, notify hazards and report work back to the Council. No marketing or unrelated use.
Categories of data subjects	Residents and land users contacting the Council about maintenance; Council representatives; individuals identified in access, incident or complaint correspondence.
Types of personal data	Names, postal addresses or property references, telephone numbers, email addresses and limited relevant correspondence or site-access details. Special-category data and criminal-offence data are not intended to be shared; any unexpected receipt must be escalated to the Council.
Controller obligations	Determine lawful purposes and instructions; provide only necessary data; handle rights requests, ICO notifications and controller accountability; inform Contractor of applicable Council Data Protection Policy.
Processor obligations	The Contractor must comply with clause 14 (Data Protection and Security), including the requirements of Article 28 UK GDPR.
Subprocessors	No Subprocessor is pre-authorised by this schedule. The Council must authorise any proposed Subprocessor in writing under clause 14.4; Contractor to record approved names, purpose and location. No international transfers without clause 14.9 approval.
Retention	Keep data only as needed for the Services and in accordance with the Council's documented instructions. Return or securely delete it on expiry or termination in accordance with clause 14.7, unless retention is legally required.

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Annex 2 – Grounds Maintenance Specification

The Grounds Maintenance Specification, including its associated site plans, grass-cutting maps and schedules, forms part of this Contract.

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Annex 3 – Accepted Pricing Schedule

The Contractor's accepted Pricing Schedule forms part of this Contract and sets out the agreed charges for the Services, including any approved additional work rates.

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Annex 4 – Accepted Contractor Tender

The Contractor's accepted tender submission, including any clarifications expressly agreed in writing by the Council, forms part of this Contract.

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APPENDIX A — DEFINED TERMS

Charges	The agreed price for the Services in Annex 3 (Accepted Pricing Schedule), excluding VAT unless stated otherwise.
Confidential Information	Information disclosed by one party to the other which is identified as confidential or should reasonably be understood to be confidential.
Contract	The agreement comprising the Contract Details, these terms and conditions, and the documents incorporated under the agreed order of precedence.
Contract Details	The signed section identifying the parties, contract dates, Services and incorporated documents.
Contractor	The person or organisation appointed to provide the Services, as identified in the Contract Details.
Contractor Staff	People employed or engaged by the Contractor to carry out the Services, including subcontractors where relevant.
Council	Vigo Parish Council.
Expiry Date	The end date stated in the Contract Details, as lawfully extended where applicable.
Key Staff	The Contract Manager and Site Supervisor identified in the Contract Details.
Law	All applicable laws and legally binding requirements relevant to this Contract.
Material Breach	A serious breach of the Contract, or repeated breaches which together have a serious effect.
Party / Parties	Either the Council or the Contractor; Parties means both.
Services	The grounds maintenance and associated services described in Annex 2 (Grounds Maintenance Specification).
Start Date	The date on which the Services begin, as stated in the Contract Details.
Subcontractor	A person or organisation engaged by the Contractor to carry out part of the Services.
Working Day	A day other than a Saturday, Sunday or public holiday in England.
Controller	An organisation or person determining the purposes and means of processing personal data, as defined in UK data protection law.
Personal Data	Information relating to an identified or identifiable living person, as defined in UK data protection law.
Processor	An organisation or person processing personal data on behalf of a Controller, as defined in UK data protection law.
Subprocessor	A person or organisation engaged by the Contractor to process Council personal data on the Contractor's behalf.

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UK GDPR	The United Kingdom General Data Protection Regulation as it applies in UK law.
Conflict of Interest	A situation where the Contractor's or its personnel's personal, professional or financial interests could improperly affect their duties to the Council.

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