

# AYLBURTON PARISH COUNCIL

## BRIEF FOR VILLAGE CHURCHYARD MAINTENANCE

Aylburton Parish Council takes pride in maintaining the churchyard and is seeking a contractor to carry out this work for three years (2025, 2026 and 2027), consisting of the areas marked on the map within this briefing pack.

### Tasks

- Regular maintenance of the beech hedge in the garden of remembrance in the churchyard, keeping it trimmed and tidy, as well as an annual prune every August.
- Control of weedy/scrubby areas in the churchyard by regular cutting back of, for example, brambles, **particularly when they encroach on neighbouring properties. (one visit per month). We anticipate an initial one-off visit may be required to get this area under control. Please quote for this visit separately.**
- Raking up the leaves in the churchyard October – December (**3 visits, once per month**) each year, sweeping the pavement outside the Churchyard to avoid a slippery build-up of leaves.

Please refer to our Terms and Conditions below for more information.

### Terms and Conditions

The following will form part of the contract:

1. In the event of rain, a planned visit may be postponed to the next dry day.
2. In the event of all tasks not being completed, the contractor will only charge for the number of tasks completed.
3. Additional tasks may be requested through the Parish Clerk and arranged by agreement with the contractor.
4. All activities must be carried out in a conscientious and consistent manner without causing avoidable obstruction or annoyance to the public.
5. If the contractor anticipates any problems in meeting the terms of the contract for reasons beyond their control, the contractor must advise the Parish Council in advance of the circumstances so that a mutually acceptable course of action can be agreed.

6. Work will be subject to regular inspection by the Parish Council to ensure the contractual obligations have been satisfied. Any violation of the terms of the contract will be subject to rectification within 14 calendar days of its observation being communicated to the contractor. If problems are not rectified to the satisfaction of the Parish Council may terminate the contract without further notice. This will be done in writing to the contractor.
7. The successful contractor may be asked to meet with a councillor / the clerk in the village for a short meeting before each growing season commences in order to discuss any specific requirements (which will be in line with duties described above).
8. In the event of early termination of the contract by the Council, the contractor may lodge an appeal, in writing, to the next scheduled meeting of the Council.
9. The contractor may terminate the contract at any time during its duration by giving six clear weeks' notice to the Parish Clerk. In the event of early termination by the contractor, the contractor will be liable for any difference between the old contract costs and any new contract costs (if greater). The appointment of any new contractor will be at the sole discretion of the Parish Council.
10. The appointed contractor will be solely liable for any damage to any machinery owned or hired by them, and for any damage caused by them to any property of the Council or residents of the parish, including fences, curbs, etc.
11. The contractor must indemnify the Council against any liability arising out of or in connection with the execution of the contract.
12. The contractor must at all times maintain their equipment/machinery in a safe operating condition. All operatives must be adequately trained in the operation of the equipment/machinery and each operative must hold any relevant, valid licence(s), if applicable.
13. All operatives must be fully briefed on the terms of the contract in so far as the non-financial responsibilities are concerned.
14. The contractor must carry out appropriate risk assessments prior to acceptance of the contract. Such risk assessments must be made available to the Parish Council on request.
15. Invoices should be submitted on a monthly basis to arrive by the 25<sup>th</sup> of the month following the activity. Payment will be made within 30 days of receipt of invoice, unless the invoice is in dispute.
16. The contractor must ensure that they are conversant with the areas requiring mowing before submitting a tender:

## **Tenders**

Bids for the completion of this work should include:

- an order of costs over the next three years.
- details of your experience of similar work, especially churchyards
- a note of insurance cover and previous experience
- any comments on this brief

Bids should be returned before **1 pm on Monday 2 December 2024** to Rachel Hales, Parish Clerk at [aylburtonclerk@outlook.com](mailto:aylburtonclerk@outlook.com), or by post to:

All areas are open to the public, so you are very welcome to visit them independently. Please do not hesitate to contact the council if you have any queries.

Many thanks,

Aylburton Parish Council

