



AGREEMENT FOR THE SUPPLY OF SERVICES

Festive Lighting/Town Bunting/Street Banners

This Agreement is dated [when signed]

PARTIES

- (1) Knaresborough Town Council of Knaresborough House, High Street, HG5 OHW (“the Council”)
- (2) (name to be inserted) (“the Contractor”)

BACKGROUND

The Council invited tenders for and the Contractor submitted a tender for the provision of the above mentioned Services which has been accepted by the Council.

THE AGREEMENT

The response to tender accepted by the Council, including all the documents referred to in the invitation to tender, are incorporated into this Agreement as Schedule 1.

In consideration of the amounts to be paid for the Services the Contractor agrees to provide the Services to the Council’s satisfaction in accordance with this Agreement

SIGNED by duly authorised signatories of the Council and the Contractor respectively

For the Council

For the Contractor

Print Name

Print Name

Signature

Signature

Date of Signature

Date of Signature

Equipment	means the Christmas/Festive Street Lighting illuminations owned by the Council and any leased by the Council pursuant to this Agreement
Services	means the design, lease, supply, installation, removal, transportation, storage and maintenance of the Equipment as set out in the Specification.
Specification	means the invitation to tender and response to tender as set out in the Schedule to this Agreement.

1. Terms & Conditions of Agreement

- 1.1 The terms and conditions in this Agreement apply to the exclusion of any other terms that the Contractor may seek to impose or incorporate, or which may be implied by trade, custom, practice or course of dealing.

2. The Services

- 2.1 The Contractor will provide the Services in accordance with the terms and conditions in this Agreement.

3. Price and Payment

- 3.1 The price of the Services shall be as stated in this Agreement; unless otherwise so stated, shall be fixed, exclusive of any applicable VAT and inclusive of all other charges, expenses, fees and other costs. No increase in the price may be made without the prior written consent of the Council.
- 3.2 Subject to the satisfactory performance of the Services, the Council will pay valid invoices raised in accordance with these terms and conditions within 30 days of receipt.
- 3.3 The Council will be entitled to deduct from any monies due or to become due to the Contractor any monies due to the Council from the Contractor.

4. Council Obligations

- 4.1 The Council is responsible for obtaining all permissions necessary for the Contractor to undertake the Services on the Council's behalf.
- 4.2 The Council will nominate a direct contact for the Contractor to liaise with on a day to day basis for matters relating to the performance of the Services.

5. Contractor's Obligations

- 5.1 The Contractor is responsible for all Health and Safety requirements in connection with the Services and will supply a method statement and risk assessment to the Council prior to commencement, as well as the relevant employee certification.

5.2 The Contractor will provide the Services with all reasonable care and in accordance with;

- (a) the requirements set out in the Specification;
- (b) the best practice prevailing in its industry;
- (c) the statements, and programmes submitted by the Contractor in its tender documentation;
- (d) all applicable laws and regulations; and
- (e) any reasonable instructions given by the Council from time to time

5.3 The staff employed by the Contractor shall at all times remain the employees, agents, workers or sub-contractors of the Contractor. The Contractor is to be directly responsible for the management and supervision of all its' staff.

6. Indemnity and Insurance

6.1 The Contractor must indemnify and keep indemnified the Council from and against any and all loss, damage, expense, cost and/or liability suffered by the Council resulting from any breach of this Agreement or from any act, omission, neglect or default of the Contractor, its employees, agents or anyone acting on its behalf.

6.2 The Contractor must maintain, at its own cost with a reputable insurance company, public liability insurance and employer's liability insurance policies providing cover at such level specified by the Council. The Contractor shall provide proof of such insurance to the Council annually.

7. Equipment

7.1 In providing the Services, the Contractor shall treat the Equipment with all reasonable skill and care and hereby indemnifies the Council against all and any damage to the Equipment caused by any act, omission, neglect or default of the Contractor, its employees, agents or anyone acting on its behalf.

7.2 For the avoidance of doubt, the Christmas lighting owned by the Council shall remain the property of the Council throughout the duration of the Agreement and shall be returned to the Council or to such other nominated contractor upon expiration of this Agreement.

8. Term and Termination

8.1 The Contractor will continue to supply the Services in accordance with this Agreement for a term of three (3) years. This Agreement will commence on 01 June 2020.

8.2 The Council may terminate this Agreement forthwith by notice in writing if the Contractor is in breach of this Agreement and fails to remedy the breach (if capable of remedy) within 30 days of written notice of the breach being given by the Council

8.3 The Council may cancel the order immediately if the Contractor becomes bankrupt, has a receiver appointed, goes into liquidation or if the Contractor is guilty of any offence under the Bribery Act 2010.

8.4 The Council may terminate this Agreement by giving the Contractor one month's notice of termination.

9. Council's Remedies

9.1 If the Contractor fails to provide the Services by the applicable dates as set out in the Specification, the Council shall, without limiting its other rights or remedies, have one or more of the following rights:

- (a) to terminate the Agreement with immediate effect by giving written notice to the Contractor;
- (b) to refuse to accept any subsequent delivery of the Services which the Contractor attempts to make;
- (c) to recover from the Contractor any costs incurred by the Council in obtaining substitute Services from a third party;
- (d) where the Council has paid in advance for the Services that have not been provided by the Contractor, to have such sums refunded by the Contractor; or
- (e) to claim damages for any additional costs, loss or expenses incurred by the Council which are in any way attributable to the Contractor's failure to meet such dates.

10. Force Majeure

10.1 Subject to due compliance with clause 10.2 and clause 10.3, neither party shall in any circumstances be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion.

10.2 In the event of either party being so delayed or prevented from performing its obligations such party shall:

- (a) give notice in writing of such delay or prevention to the other party as soon as reasonably possible stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
- (b) use all reasonable endeavours to mitigate the effects of such delay or prevention upon the performance of its obligations under this agreement; and
- (c) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

10.3 The Contractor will not be entitled to claim it is delayed or affected by a cause beyond its reasonable control if the cause in question is one which a reasonable contractor should have foreseen and provided for, nor shall it be so entitled unless it has performed, and continues to perform to the best of its ability, all its obligations.

11. Confidentiality

11.1 The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Council which would be regarded as confidential by a reasonable business

person. This obligation of confidentiality shall cease to apply to any item of confidential information once it becomes public knowledge other than by any act or default of the Contractor.

12. Notices

12.1 Notices shall be in writing and shall be sent to the other party marked for the attention of the person at the address set out for such party in this Agreement. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered 48 hours after posting.

13. Assignment

13.1 The Contractor shall not sub-contract, assign or transfer any of its obligations or rights under this Agreement without the prior written consent of the Council.

14. Third Party Rights

14.1 No term of this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Agreement.

15. Severability

15.1 If any of the provisions of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of them will not be prejudiced.

16. Variation

16.1 This Agreement may only be amended in writing signed by duly authorised representatives of the parties

17. Partnership or Agency

17.1 Nothing in this Agreement shall be construed as constituting a partnership between the parties or as constituting either party as the agent of the other for any purpose whatsoever except as specified by the terms of this Agreement.

18. Dispute Resolution

18.1 Either party may call a meeting of the parties by service on not less than five [5] days' written notice to be attended by nominated representatives of each party.

18.2 The parties shall use their best endeavours to resolve disputes arising out of this Agreement. If any dispute referred to a meeting of the nominated representatives is not resolved at that meeting then either party, by notice in writing to the other, may refer the dispute to a further 2 nominated representative of their organisation to resolve the dispute as amicably as possible within 14 days of service of such notice. If these nominated representatives fail to resolve the dispute in the allotted time, then the parties shall on the written request of either party enter into an alternative Dispute Resolution Procedure with the assistance of a mediator agreed by the parties or, in default of such agreement within seven days of

receipt of such request, appointed, at the request of either party, by the Centre for Dispute Resolution.

19. Governing Law and Jurisdiction

19.1 These terms and conditions shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

20. Entire Agreement

20.1 This Agreement and any documents referred to in it constitute the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement.