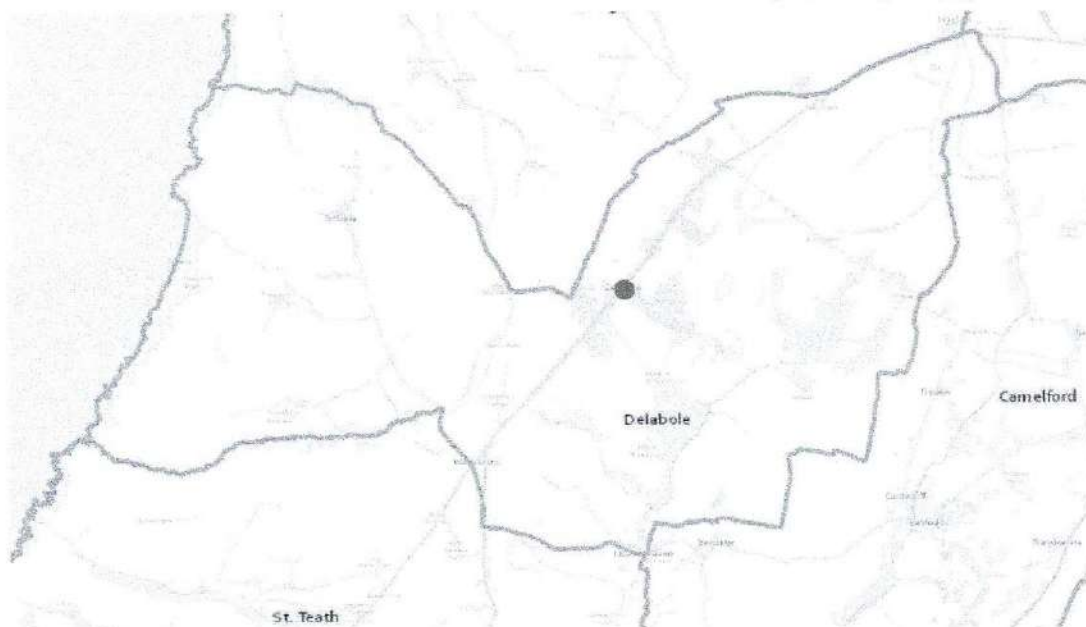


## Delabole Parish Council Weed Control (Spraying) Contract



Prepared by: Delabole Parish Council

Clerk

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1 Telephone 07869725450

# WEED CONTROL (SPRAYING) CONTRACT

## Invitation to Tender

### Outline

Delabole Parish Council ("the Council") hereby invites tenders for the carrying out of weed control within our Parish in accordance with the Contract documents attached, which comprise:

### Appendices

- A. Standard Conditions of the Contract
- B. Specification of Works
- C. Schedule of Works
- D. Site Plans
- E. Formal Tender Document
- F. Contractor Questionnaire

### Tenders

- A. Tenders should be submitted for all work set out in the contract by mid-day SEPTEMBER XX XXXX any tenders received after this date will not be considered.
- B. Prospective Contractors should ensure that they are completely familiar with the nature and extent of the obligations to be accepted by them, if their tender is accepted.
- C. Any queries regarding the interpretation of any part of the Contract Documents should be addressed to the Parish Clerk by no later than one week before the closing date.
- D. The tender shall be submitted on the form provided in Appendix E.
- E. Prospective Contractors should note that the Councils decision is final and no correspondence will be entered into why the tender has been rejected.
- F. The successful tender together with the Councils written acceptance shall form a binding agreement in the terms of the Contract documents.

If having examined and understood this document you wish to submit a tender you should:

- 1) Fully complete and return the following documents
  - Appendix E - Form of Tender
  - Appendix F - Contractor Questionnaire
- 2) Return tenders and all related documentation by mid-day September XX XXXX to Delabole Parish Clerk

## **Appendix A Standard Conditions of the Contract**

### **1 Extent of Works**

Generally, the work will comprise of the safe use of herbicides/biocides in order to maintain and control weeds, where specified on land within the Parish of Delabole. The Parish Council expect that work is carried out in accordance with statutory requirements and that all Chemicals used are environmentally friendly, and approved by DEFRA. It is anticipated that spraying will be undertaken on 2 occasions during the growing season (June/July and August/September). The treatment schedule must be discussed with the clerk prior to any work commencing to make sure there are no clashes; at least one weeks' notice is required. The Clerk should be informed upon completion of spraying.

You will be managed by the Parish Clerk and will report directly to him/her.

### **2 Site Details**

The sites are situated throughout Delabole Parish; they are identified in green on the ward plans enclosed under Appendix D.

It is suggested that before tendering the prospective contractor visit and the sites to familiarise and satisfy himself as to the extent of the contract. The Council will not accept any claims from a failure to familiarise himself with the contract.

### **3 Works and Equipment**

We expect the workmanship to be of the highest standard and to conform with all relevant British Standards, Specifications and Codes of Practice. All tools, liquids, warning signage, appropriate PPE's, appropriate fire precaution equipment, first aid kit etc. must be provided by the Contractor.

### **4 Additional Works**

The Council may request that additional areas be added for treatment through the normal course of business during the contract and unless agreed beforehand by the Council, no application from the Contractor to adjust the Contract price will be considered.

### **5 Duration of Contract**

The duration of the Contract will be three years and there will be an initial assessment on performance after 6 months in any Contract of more than 12 months. Any decision the Council make on terminating the Contract will be accepted by the Contractor without further consideration. Such a decision will involve a months notice either way.

### **6 Payment to the Contractor**

The Contractor will submit a monthly account, in arrears, detailing the work carried out during that period.

## **7 Insurance**

The Contractor is required to have Public Liability Insurance to the minimum sum of £5,000,000 and a current Certificate of Insurance. The Contractor will indemnify the Parish Council against any claim or proceedings for injury or damage to any property, persons or animals as a result of negligence, poor workmanship or failure to notify the Council of any action likely to cause injury or damage to a third party. The Contractor is required to also have Employers Liability and Vehicle Insurance.

All Insurance Certificates stated above must be provided to the Parish Clerk prior to the commencement of the Contract.

## **8 Health & Safety**

The Contractor shall accept all responsibility for compliance with the Health & Safety at Work Act and all other Acts and regulations in respect of work set out in this Contract. A copy of your Health & Safety Policy must be provided to the Parish Clerk prior to the commencement of the Contract.

## **9 Statutory Code of Practices for plant control & COSHH**

The Contractor shall accept all responsibility for compliance with the Statutory Code of Practice for using plant protection products &/or herbicides/biocides in respect of work set out in this Contract.

You must provide details of the herbicides/biocides most likely to be used, pre-work risk assessments, method statement, COSHH assessments to the Parish Clerk prior to the commencement of the Contract.

### **Notes to Tenderers**

Prospective Contractors are advised to read all the documentation carefully.

1. The Form of tender and standard Conditions of the Contract must be read in conjunction with the Specification of works, Plans and Schedule of Works.
2. The prices to be included in the Form of Tender are to be the full inclusive value of the work described, including all profit, costs, expenses, travel costs, general risks, liabilities, obligations and VAT.
3. The Council will not pay towards any travel costs and dispensations if you are outside of the local area.
4. No alteration to the Form of Tender is to be made by the Contractor. Any alteration, amendment or note made by the Contractor will not be recognised and the Schedule of Works will be adhered to.
5. A regular inspection will be carried out by the Council throughout the period of the Contract to ensure that work is completed in accordance with the Specification of works.
6. Invoices presented for payment must include a Schedule of the Works completed including dates and times of work.
7. If any clarification is required then the Contractor should contact the Parish Clerk.
8. The Form of Tender requires a signature and is intended to allow for an urn-biased process, your name and company will be withheld by the Clerk until the voting process has been completed.

9. If your tender is successful, you will be asked to submit a Risk Assessment of the activities to be carried out under this Contract and all relevant Insurance documents to the Parish Clerk before the commencement of this Contract.

## **APPENDIX B**

### **1 Specification of Works**

1. Prior to spraying an area, the Contractor will ensure that due regard is given for the safety of members of the public and their animals and the continued availability of all public walkways. Where appropriate relevant signage should be displayed before commencing work.
2. The Contractor will also inspect each site for areas of potential hazard and will inform the Council immediately of any specific hazards.
3. The Contractor should ensure that roadside kerbs, and all the pedestrian surfaces but not the carriageway itself are treated and will be kept clear to a target of 85-90% freedom from weeds above 50mm in diameter and/or height along the stretches of road as indicated on the attached maps.
4. The Contractor will during the period of the Contract, be responsible for ensuring that any works on or adjacent to the highway are undertaken within the appropriate legal frameworks and that any works are notified to the relevant authorities prior to commencement.
5. The Contractor will during the period of the Contract ensure that their equipment is properly maintained and guarded so as to present no danger to the operator, surrounding buildings, vehicles or any person or animal in the vicinity of operations. The Contractor and any staff will be expected to be wearing the appropriate safety equipment ( Boots, reflective vests, ear defenders and goggles as necessary) at all times they are engaged in work for the Council.
6. The Contractor will during the period of the Contract ensure that any form of growth inhibitor is NOT used to any area of turf without prior sanction from the Council in writing.
7. The Contractor will be expected to complete one area at a time, preferably in dry weather, before moving on to the next. Immediately after work, ensure that all weeds, detritus and other waste material removed are to be cleared from the highway promptly and disposed of.
8. All persons operating equipment be satisfactorily trained, and the Council reserves the right to ask the Contractor to provide adequate proof that his/her operators are competent, well trained and conversant with Health & Safety legislation.
9. If spraying is required as a weed control measure then Certification of the relevant qualifications, COSHH, details of herbicides/biocides used etc. must be provided by the Contractor to the Parish Clerk prior to commencing any spraying.
10. Unless otherwise agreed by the Council and the Contractor notified in writing by the Parish Clerk any additional work will be included as part of this Contract. This work may/will be added to the Schedule of Works for subsequent years under the terms of the Contract.

11. Any incidence of Japanese Knotweed must be reported immediately to the Clerk and any disposal must be done as per the Environmental Agency guidelines. Therefore, the contractor and their staff should be familiar with the identification of most common invasive non-native plants.

## **APPENDIX C**

### **1 Schedule of Works**

List of roads/paths requiring treatment as detailed under the extent and specification of works,

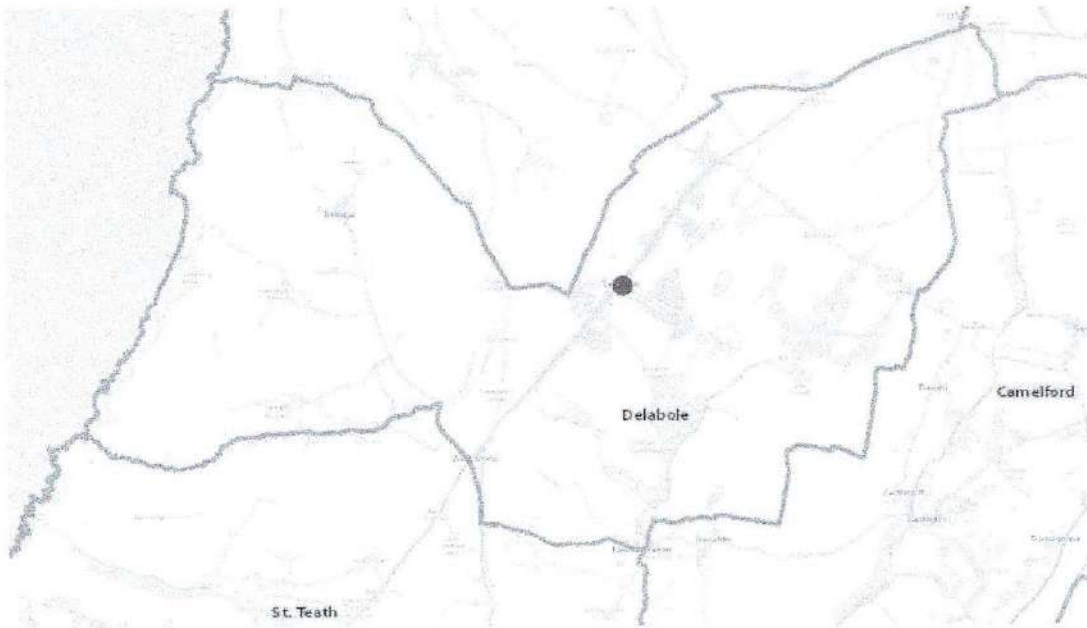
Delabole - Map A in Appendix D

- B3314( from Delabole sign to the junction with Trebarwith Rd)  
Includes:

- Westdown Road
- High Street
- Rockhead Street
- Penhallow Parc
- Atlantic Road
- Pengelly
- Penmead Road
- Penmead Close
- The Sidings
- WestLane
- Medrose Street
- Rendle Street
- Park Pennkarn
- Trecarne Gardens

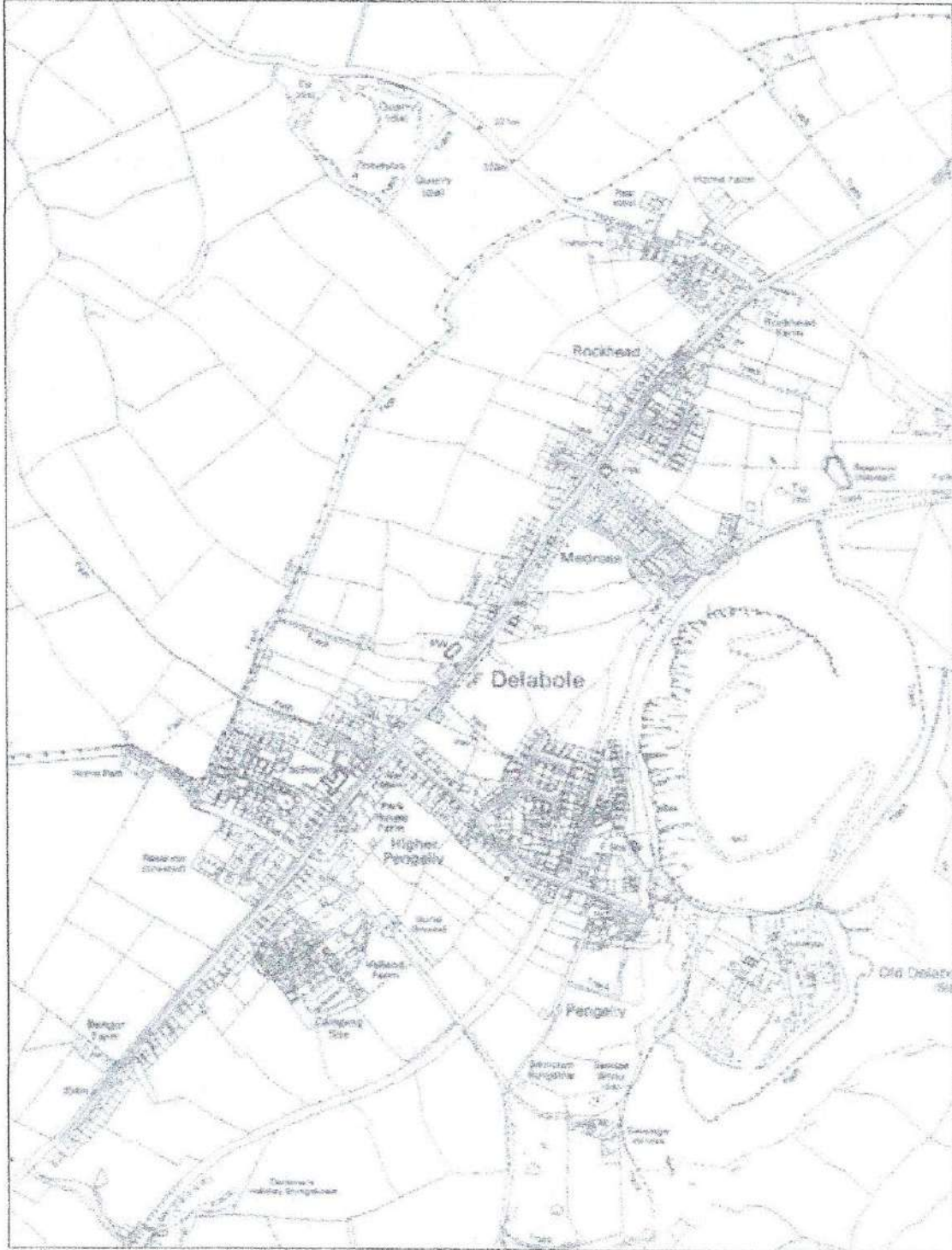
## APPENDIX D

### 1 Site Plans Parish Map





Map A - Weed Control -  
Delabole Ward



## APPENDIX E

### 1 Form of Tender

	2022/2023	2023/2024	2024/2025
Itemised areas as required per spray			
Net Total			
<b>VAT</b>			
<b>Total cost of Contract (inc VAT)</b>	£	£	£

I/We understand that Delabole Parish Council is not bound to accept the lowest or any tender and that the Council will not be responsible for any expense incurred in the preparation of this tender.

I/We agree to complete the work in accordance with the Invitation to Tender, Standard Contract Terms, Specification of Works, Schedule of works as laid out in conjunction with the site plans.

I/We certify that the amount of the Tender has not been calculated by agreement or arrangement with any other person, firm or company and that the amount tendered has not been communicated in any way to any person, firm or company and will not be communicated to any person, firm or company until after the closing date for the submission of Tenders.

I/We accept that if successful in securing the Contract that we will produce the necessary Certificates of Insurance and all other relevant documentation prior to commencement of the Contract.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Location:

Within Parish / Outside Parish (approx. distance to Parish \_\_\_\_\_ miles)

*\*mark as appropriate*

**APPENDIX F- Questionnaire**

Name:

Address:

Landline:

Mobile:

Email Address:

Company Name:

Position in Company:

Nature of Business:

VAT Registered ?:

Is this a subsidiary of another company?:    Yes    No

Please give details if Yes:

Date business Formed:

Number of grounds/maintenance staff:

If applicable, state which branch the contract will be serviced from (or any other information that might assist in determining the Suitability/location of your company)

Signed :

Dated:

\_\_\_\_\_  
\_\_\_\_\_

Delabole Parish Council

**Terms of Reference – Committees & Working Groups**

**Adopted by Full Council – XX/XX/XXX**

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# Committees

## Full Council

### Background:

Members of the parish council meet once a month, to which members of the public are welcome to attend, to discuss all aspects of the parish and agree financial, planning and governance aspects of the Council. Meetings are run in accordance with the Parish Council's Standing Orders.

### Terms of the Committee:

The following matters shall be reserved for decision by Full Council, but the appropriate Committee(s) may make recommendation for the Council's consideration:

1. The Precept.
2. Borrowing money.
3. Making, amending or revoking Standing Orders, Financial Regulations, Duties and Powers of Proper Officer provisions.
4. Making, amending or revoking by-laws.
5. Making of Orders under Statutory Powers.
6. Matters of principle or policy.
7. Addressing recommendations in any report from the Internal and External Auditors.
8. Nomination or appointment of representatives of the Parish Council on an authority, organisation or body (except approved conferences or meetings).
9. Nomination of members of all standing committees.
10. New powers or duties.
11. Nomination or appointment of representatives of the Parish Council to any enquiry on matters affecting the parish.
12. To receive and adopt the Annual Governance and Accountability Return.
13. To receive and sign off the Annual External Audit and Return.
14. To receive reports and recommendations referred to Full Council from the various committees.
15. To set up direct reporting working groups as necessary.
16. To receive reports and recommendations and consider recommendations from all direct reporting committees and working groups set up by Full Council or indirect groups where considered appropriate by the Parish Clerk or Committee Chairs.
17. To authorise the sealing of various documents with signatures of two parish councillors.
18. To appoint representatives on outside bodies or joint bodies.
19. To confirm the schedule of meetings of Full Council and the standing committees for the ensuing year.
20. To receive petitions and deputations from members of the public or any organisations.
21. Any other matters not delegated to a standing committee or referred to Full Council by standing committees.

## Finance, Strategy and Staffing Committee

### Terms of the Committee:

1. To include the Parish Council chair and deputy chair as ex officio members and be within quorate if these are present.
2. To work within the Council's financial regulations at all times.
3. To work with the Council's responsible financial officer (the clerk) to ensure that the Committee is fully informed of the Council's financial resources and expenditure obligations.
4. Be responsible for making recommendations to the Council on budget requirements, including recommendations for the precept level to ensure the Council manages its finances to meet its short and long term goals by:
  - a. Advising the Council of the potential cost of new services
  - b. Considering forward planning and necessary earmarked reserves for the replacement of equipment, buildings and specific items of expenditure required in the future in order to lessen the precept burden in any one year.
  - c. Ensure that the budget is directly linked to strategy and the management of the Council's assets and responsibilities.
5. To develop a strategy to manage the Council's business that is fully informed by residents of Delabole by consultation and open meetings.
6. The Finance, Strategy and Staffing Committee is expected to only meet three times per year; 1. to coordinate the outcomes of consultation, analyse feasibility, create a strategy that considers risk and benefits and identifies the budget implications and 2. to review the progress midway through the financial year. 3. To complete staff appraisals.
7. To arrange extraordinary meetings if new legislation or external impacts are considered to have financial consequences that require recommendations to full Council to significantly change the strategic plan. Extraordinary meetings will only be arranged at the request of a full Parish Council meeting or may be called by the clerk, as responsible finance officer, if she considers that matters of risk or financial security require such a meeting **and** should be for matters that are deemed inappropriate to be considered in an ordinary Parish Council meeting.
8. In relation to risk management, the Finance, Strategy and staffing Committee will develop a strategy and budget for the Parish Council in compliance with the Council's Risk Management Policy and its stated role contained therein.
9. To make recommendations as to any professional and/or legal advice deemed necessary by the Committee to ensure that strategic development is maximised.
10. To co-opt any person or persons (up to a total of 3) it deems appropriate to the Committee. Such co-opted members will not have voting rights.
11. To establish and keep under review the staffing structure in consultation with the Parish Council.
12. To draft, implement, review, monitor and revise policies for staff.
13. To establish and review staff salary pay scales for all categories of staff and be responsible for their administration and review.
14. To oversee the recruitment and appointment of staff.
15. To arrange execution of new employment contracts and changes to contracts.

16. To review and revise employment contracts in consultation with staff and in compliance with legislation and, as appropriate, to recommend any changes to the Parish Council.
17. To keep under review the Clerk's Job description and ensure it reflects the requirement of the role.
18. To establish and review performance management (including annual appraisals) and staff training programmes.
19. To keep under review staff working conditions and Health and Safety matters.
20. To monitor and address regular or sustained staff absence.
21. To make recommendations on staffing related expenditure to Delabole Parish Council.
22. To consider any appeal against a decision in respect of pay.
23. To consider a grievance or disciplinary matter (and any appeal).
24. To oversee the management of the Clerk.
25. To oversee any process leading to dismissal of staff (including redundancy).
26. To manage, supervise and appraise the Clerk.
27. To agree and monitor achievement against annual objectives; administer leave requests; record, monitor and manage absences from work.
28. To review and monitor the Clerk's time sheets and agree 'Time off in lieu' allowances.
29. To authorise overtime, where appropriate.
30. To consider grievance or disciplinary matters in accordance with Downton Parish Council's Grievance or Disciplinary procedures.

# Delabole Parish Council

## Events Policy

Please complete the attached booking form and return to the clerk with the appropriate information i.e. copies of insurance documents, licences, health and safety information etc. The Council requests 2 months' notice for the use of King George V playing Fields. If information remains missing or is inadequate within 4 weeks of the event, the application may be declined.

**All applications will be considered on a case by case basis. Please ensure you have given as much detail as you can to the Clerk with your application to avoid any delays in approval.**

### Licensing

Event organisers will be required to obtain all appropriate licences and permissions from the relevant authorities. The event organisers will be responsible for ensuring that their event complies with all licences and legal requirements. This includes notification of the Temporary Event Notices (TEN) and Performing Rights Society (if music is to be played at the event).

### Insurance

The event organiser is liable for and should insure the Council against any expense or liability resulting from any claim or other proceedings arising from any injury, loss or damage to any property or to any person. The event organiser will be required to provide evidence to the Council that they have obtained appropriate insurance cover including Public Liability Insurance to minimum value of £5 million.

### Health and Safety

Event organisers will be required to provide evidence to the Council that they are complying with all relevant Health and Safety Legislation.

### Safeguarding Children and Adults

Event organisers will be required to have appropriate measures in place to safeguard children and adults including a procedure for dealing with lost children and must provide evidence to the Council.

### Fees

The Council reserves the right to charge fees for events held. Fees will usually be waived for charity event and events held by not for profit organisations.

### Lanterns and Balloons

The Council will not allow the release of lanterns or balloons from any land that it owns or manages.



## **Terms and Conditions**

Delabole Parish Council will consider applications for the use of King George V playing Field on a first come first served basis and on their individual merit. The decision of the Council is final.

Events intended to be held must not be advertised until confirmation of the booking has been received.

The event organiser is responsible for the collection and disposal of any litter arising from the event. The King George V playing Field must be left in a clean condition as judged by the Council. Any clean-up costs incurred by the Council will be charge to the event organisers.

The applicant will be charged extra for any event specifically requiring the presence of Council staff. On occasion the Council may require its own staff to be on site during the event, the cost of which will be met by the event organiser.

No fittings, street furniture or plantings will be removed or otherwise altered to accommodate the event without prior authorisation from the Council.

The Council takes no responsibility for the loss or damage to any item brought into an event on the site. All items brought in must be removed immediately following the event.

Any organisation failing to comply with the above will be charged for the removal of such items; and not be permitted to hire the King George V playing Field for a period of up to three years. The event organiser will be held financially responsible for any damage to the event site.

The King George V Playing Field and all equipment must be left in a safe condition; all equipment is left at the event organiser's risk, Delabole Parish Council accepts no responsibility for equipment left in the King George V Playing Field after or during an event.

## Application Form for an event at the King George V Playing Field

Contact Details	
Event name:	
Organisation name (if appropriate):	
Name of event organiser:	
Address for correspondence:	
Contact number(s) prior to the event:	
Contact number(s) during event (if different to above):	
Email address:	

Event Details		
Date of the event:	Start:	Finish:
Times of the event:	Start:	Finish:
Please provide details of any additional access to the site for the setting up and taking down of your event.		
Please fully describe the event. Please include what the event is about, what will happen, who can take part, whether there will be any charges to people taking part in the event, what will happen to any money raised at the event etc. (please continue on a separate sheet if necessary)		
How many people do you expect at the event?		

Checklist – have you attached:	
Proof of appropriate insurance	Yes/No
Health and safety information i.e. risk assessments	Yes/No

**Declaration:**

I hereby apply to hold an event in King George v Playing Field as detailed above.

- I understand, as the event organiser, that I am the person responsible for the event. Therefore I will ensure that appropriate risk assessments will be conducted to identify necessary measures that need to be in place to prevent or reduce the risk of something occurring during the event.
- I confirm that I will ensure in any case that there is appropriate planning and sufficient insurance including Public Liability Insurance in place which must be for a minimum cover of £5,000,000.
- I understand that in the event that litter/rubbish remains in the area as a result of the event that there will be a charge imposed on the event organiser should the Council have to remove it.
- I understand that Delabole Parish Council takes no responsibility for the loss or damage to any item brought into an event on the site.
- I understand, as the organiser that I am responsible for ensuring that the clauses of the Use of the King George V playing Field Policy are adhered to.
- I understand, as the event organiser, that I will be invoiced for any additional costs incurred by the Council for repairs to any damage etc caused by the event if the deposit does not cover the full cost of the repair.
- I have received, read and understood the Delabole Parish Council Event Policy.

Having read the declaration please sign and date below:

Print Name:	Signature:	Date:

**Thank you for your application.**

Please ensure that you advise the Council if you make any alterations or additions to your event once you have submitted your Application Form.

**Where to send completed forms:**

Please return your completed Application Form along with supporting documents as identified above to: [clerk@delaboleparishcouncil.gov.uk](mailto:clerk@delaboleparishcouncil.gov.uk) If you are unable to send by email, please post to Delabole Parish Council, 9 The Sidings, Delabole, Cornwall, PL33 9AX or contact us on 07869725450.

**What happens next?**

Once received the application form and other information included will be processed and considered by the Council. Council officers will liaise directly with the event organisers regarding any permissions, queries or additional requirements. The Council will send written confirmation of the acceptance or refusal of the booking at its earliest convenience.

**Data Protection:**

The information in this form will be used solely for notifying Council services and agencies of your event and will remain secure. Information will not be shared with any other organisation that is not involved in the event notification process.