

AGREEMENT FOR SERVICE (this "**Agreement**") dated **insert date** and expiring on **insert date**.

BETWEEN

MIDDLEWICH TOWN COUNCIL

of Victoria Buildings, Town Hall, Lewin Street, Middlewich, CW10
9AS (the "**Customer**")
OF THE FIRST PART

- AND -

**Insert contractor
details** (the "**Service
Provider**") OF THE
SECOND PART

**CONTRACT FOR SUPPLY, INSTALLATION, MAINTENANCE & STORAGE SERVICE
OF THE CHRISTMAS LIGHTING SCHEME**

IN CONSIDERATION OF

The matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

1. SERVICES PROVIDED:

The services to be provided will include the following agreements:

- i. The Service Provider will install the agreed Christmas Lights Scheme as per tender document in conjunction with the Clerk to the Council and as per the final design scheme prior to installation.
- ii. The Service Provider will install and test all lighting at least one week prior to the 'switch on' date. The Council shall be informed in writing that all illuminations and associated equipment are installed and operational.
- iii. Testing carried out by the Service Provider shall include safety tests on anchor points and viability of any catenary wires which may be installed throughout the duration of the contract. Testing shall be carried out to ISO standards. All electrical components shall be tested and all wiring, connections etc. should be certified safe.
- iv. All equipment will be installed and anchored (by the Service Provider) such that they are safe and compliant with Health and Safety regulations.
- v. The Service Provider shall ensure safe working practices are adopted at all times and that workers and the public are fully protected. The Service Provider will hold the relevant insurance cover including professional and public liability to the value of £10m.
- vi. All reported faults are to be evaluated by the Service Provider within 24 hours and remedied within 3 days. Weekends shall not be excluded from this arrangement.
- vii. Emergency out-of-hours call-outs are to be included in the agreement if there is a potentially dangerous situation.

- viii. The fees shall cover all works including call-outs.
- ix. The Service Provider will provide all necessary equipment including cherry pickers and vehicles to transport equipment.
- x. The Service Provider will attend the 'switch on' event and arrange to ensure simultaneous lighting of all motifs at the time agreed with the Town Clerk or authorized representative for the Town Council.
- xi. The Service Provider and all of their employees shall hold the required electrical installation qualifications including the G39 certificate. All certificates should be available for inspection upon request.
- xii. The Service Provider will remove the Christmas Lighting Scheme on a date agreed with the Town Clerk or authorized representative for the Town Council. The Service Provider will then carry out testing on all electrical items and provide a condition report to the Town Clerk including a quote for repairs, if applicable.
- xiii. The Service Provider will arrange for all equipment to be stored and fully covered by the Service Provider's insurance whilst in storage.
- xiv. The Services may also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services, subject to quotation, to the Council.

2. INFRASTRUCTURE

2.1 This Agreement excludes the repair of sockets and the repair of any other existing infrastructure whatsoever, unless caused by fault of the Service Provider.

3. TERM OF AGREEMENT

The term of this Agreement will begin on the date of this Agreement and will remain in force until **insert date**.

4. PERFORMANCE

4.1 The service provider will make sure that those employees who work on this agreement are fully trained, competent, qualified electricians for electrical wiring and connections and that they be certified under NEDL's 'switching and fuse operation on public lighting installation regulations.

4.2 The service provider will ensure that all lights are repaired and functional within a 3 day period subject to power supplies. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

4.3 The Service Provider will endeavour to keep the lights working through the period providing that it is safe to do so and the Service Provider is not restricted by adverse weather conditions such as roads blocked by snow and ice or other objects or wind where speeds exceed 12 metres per second which would prevent the use of MWEF's under Health & Safety Laws or the WAH regulations 2005.

4.4 The Service Provider shall ensure that the scheme is maintained within all Health and Safety, Public Lighting and Electrical regulations.

5. INSURANCE

5.1 The Service Provider is responsible for ensuring that all employees are fully insured whilst carrying out any duties relating to this Agreement. The Service Provider should also hold appropriate liability insurance which should cover any incidents concerning members of the public whilst maintenance work is being undertaken.

5.2 The Service Provider shall make available to the Customer copies of all valid insurance certificates.

6. PAYMENT

6.1 The total annual value of this contract is £**insert amount** ex. VAT. The total contract value for the **insert years** of the contract totals £ **insert amount**

6.2 For the services rendered by the Service Provider as required by this Agreement, the Customer will pay to the Service Provider the amount of 50% of the total annual value of the contract (£**insert amount** ex. VAT) on 1st October each year and the remaining 50% of the annual contract value (£**insert amount** ex. VAT) will be paid upon de-installation of the Christmas Lights Scheme (no later than 10th January each year). Where work is required which exceeds this amount the prior authorisation of the Customer must be sought.

6.3 Payment will be made by the Customer upon receipt of a satisfactory invoice. All payments shall be made by bank transfer.

6.4 Terms of invoice are strictly 30 days following the date of invoice, while this Agreement is in force.

7. ADDITIONAL REMUNERATION

1) In addition to the above remuneration, the Service Provider will be entitled to additional remuneration if the contract is extended to other additional works, subject to quotation (written) and prior agreement (written) with the customer.

8. PROVISION OF EXTRAS

The Customer will not provide any assistance or extras for the use of the Service Provider in providing the Services.

9. REIMBURSEMENT OF EXPENSES

The Service Provider will not be reimbursed for expenses incurred by the Service Provider in connection with providing the Services of this Agreement.

10. CONFIDENTIALITY

The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Customer, which the Service Provider has obtained, except as may be necessary or desirable to further the business interests of the Customer.

11. CAPACITY/INDEPENDENT SERVICE PROVIDER

11.1 It is expressly agreed that the Service Provider is acting as an independent Service Provider and not as an employee in providing the Services under this Agreement.

11.2 The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

12. MODIFICATION OF AGREEMENT

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorised representative of each party.

13. ENTIRE AGREEMENT

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

14. CURRENCY

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in Sterling pounds.

15. GOVERNING LAW

This Agreement will be construed in accordance with and governed by the laws of the United Kingdom and the parties submit to the exclusive jurisdiction of the English Courts.

16. DISPUTE RESOLUTION

16.1 In the event a dispute arises out of or in connection with this Agreement the parties will attempt to resolve the dispute through amicable consultation.

16.2 If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation.

16.3 If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the United Kingdom of Great Britain

and Northern Ireland.

- 16.4** The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the United Kingdom of Great Britain and Northern Ireland.

17. SEVERABILITY

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

18. LACK OF CONFORMITY

- 18.1** The Customer at any time may inspect the lighting scheme immediately following a maintenance visit. The Customer shall notify the Service Provider of any lack of conformity to this Agreement, specifying the nature of any lack of conformity, within 5 days after the Customer has discovered the lack of conformity.

- 18.2** Where the Customer has given due notice of non-conformity to the Service Provider the Customer is able to request

18.2.1 that remedial works are undertaken, at no additional expense to the Customer providing that the work required is directly the fault of the provider and not failure of additional light sets or equipment.

Or declare this contract avoided in accordance with Section 20 of this contract.

19. AVOIDANCE OF CONTRACT

- 19.1** There is a breach of contract where a party fails to perform any of its obligations under this contract.

- 19.2** There is a fundamental breach of contract where:

19.2.1 Strict compliance with the obligation has not been performed; or

19.2.2 The non-performance substantially deprives the aggrieved party of what it was reasonably entitled to expect under this contract.

- 19.3** In a case of a breach of contract, the aggrieved party shall, by notice to the other party fix an additional period of time of one calendar month for performance. During the additional period of time the aggrieved party may withhold performance of its own reciprocal obligations, but may not declare this contract avoided.

- 19.4** If the other party fails to perform its obligations within the additional period of time, the aggrieved party may declare this contract avoided.

- 19.5** In case of a fundamental breach of contract in accordance with section

20.2 of this contract, the aggrieved party may declare this contract avoided without fixing an additional period of time for performance to the other party.

- 19.6** A declaration of avoidance of this contract is effective only if made by notice to the other party.

20. NOTICE PERIOD

- 20.1** Either party may terminate this contract by written notice to the other at any time if that other party:

20.1.1 Commits a breach of this contract and does not remedy the situation within the additional period of time provided in accordance with section 20.4 of this contract; or

20.1.2 Become insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

21. FORCE MAJEURE

- 21.1** The Service Provider is not liable for failure to perform their obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement in such circumstances.

- 21.2** If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the non-performing party must prove that the party took reasonable steps to minimise delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event.

22. ADDITIONAL PROVISIONS

- 22.1** The Customer is responsible for obtaining all permissions necessary to complete the project on its behalf.
- 22.2** The Service Provider is responsible for all H&S requirements in connection with the project and will supply a method statement and risk assessment to the customer prior to commencement.
- 22.3** The Service Provider is expected to attend any emergency call-out situation within 24 hours of being notified by telephone.

IN WITNESS WHEREOF the parties have duly implemented this Contract of Supply
insert date.

SIGNED:

Ms Safia Kauser

Clerk to Middlewich Town Council

On behalf of MIDDLEWICH TOWN COUNCIL

COUNCILLOR **INSERT NAME**

Chairman / Town Mayor of Middlewich Town Council

On behalf of MIDDLEWICH TOWN COUNCIL

On behalf of **insert contractor details**