

Provision for Festive Lighting contract

between

Brentwood Borough Council and

XXXXXX

XXXXXXXX 2015

THIS AGREEMENT is made on the (xxxxx) between (1) BRENTWOOD BOROUGH COUNCIL, Town Hall, Ingrave Road, Brentwood, Essex CM15 8AY (herein called "the Council") and (2) (XXXXX) (herein called "the Contractor") Contractors name with effect from dates until xxxxx

1. DEFINITIONS

1.1. In this agreement the following words shall have the meaning set against them:

Annex 1: Schedule of work

Contractor: XXXXX

Council: Brentwood Borough Council

2. SCOPE OF SERVICE

2.1. To certify that lighting decorations are safe to use and advise if any repairs or replacements are needed

2.2. To erect the specified lights as per the schedule of works in Annex 1 onto the specified lamp columns and trees indicated in Annex 1

2.3. To test the timers in the light columns using a qualified G39 electrician prior to the Lighting Up Brentwood event as specified in Annex 1

2.4. To set the timers for all columns and lights on the day of the Lighting Up Brentwood event as specified in Annex 1

2.5. To provide a plunger on the day of the Lighting Up Brentwood event

2.6 To reset timers to the specified times indicated by the Council in Annex 1

2.7 To switch off the festive lights on the date agreed by the Council specified in Annex 1

2.8 To dismantle the specified lights from specified lamp columns and return safely to storage at the Council's Depot.

3. ENGAGEMENT

3.1 The Contractor purports to have the know-how, qualifications and necessary ability to undertake the terms of the agreement

3.2 The Contractor and any parent or subsidiary company, partner or joint venture partner, warrants that it has no commercial, or other, interests which might conflict with or influence its advice to the Council and warrants that it is not disbarred in any way from working on the terms of the agreement

4. COST

4.1 The contractor will inform the Council the total cost to provide the service as per 2.1 to 2.7 of this agreement

5. DELIVERY AND SUPPLY

5.1 The Council shall provide the Contractor with the following:

- a) Access to the festive lights to enable testing
- b) Plans of the locations of the lamp columns and trees that will have lights as identified on the plans in Annex 2.
- c) Copy of the stress test that was undertaken by Essex County Council on the lamp columns

5.2 The Contractor will supply written reports to the Council for the light testing and confirmation that the timer testing has been completed as per schedule of works set out in Annex 1

5.3 The Contractor to inform the Council of any amendments that have been made in schedule of works as set out in Annex 1

6. PAYMENT TERMS

6.1 The Council shall pay the undisputed sums to the Contractor in cleared funds within 30 days of receipt and agreement of invoices. Each invoice shall contain the official order number and a detailed breakdown of the goods/services

7. TERMINATION

7.1 The Council may terminate the Agreement by giving thirty days notice in writing to the contractor. The Contractor may terminate the Agreement by giving thirty days notice in writing to the Council. Neither party shall unreasonably terminate the Agreement.

7.2 CONSEQUENCES OF TERMINATION

7.2.1 Upon termination, in addition to such consequences as are set out in the other provisions of the Agreement

7.2.2 The Contractor shall forthwith cease to perform any of the services

7.2.3 The Contractor shall fully and promptly indemnify the Council in respect of the cost of causing to be performed such Services as would have been performed by the Contractor during the remainder of the Contract period to the extent that such cost exceeds such sums as would have been lawfully payable

to the Contractor for performing such Services. The Council shall be at liberty to have such services performed by any persons (whether or not employees of the Council), as the Council shall in its entire discretion think fit and shall be under no obligation to employ the least expensive method of having such Services performed.

7.2.4 The Council shall under no obligation to make any further payment to the Contractor and shall be entitled to retain in its hands any payment which may have fallen due to the Contractor before termination until the Contractor has paid in full to the Council all sums due under the Contract or to deduct from any sum due from the Contractor to the Council under the Contract

7.2.5 Termination of the Contract shall be without prejudice to the rights and remedies of the Contractor and the Council accrued before such termination and nothing in the Contract shall prejudice the right of either such party to recover any such amount outstanding at the termination however arising

8. DISPUTES

8.1 Any disputes which may arise between the parties relating to the Agreement that cannot be solved by the parties shall be submitted for decision by a person, who shall be deemed to be an expert and not an arbitrator, nominated jointly by the parties. His decisions shall (in the absence of clerical or manifest error) be final and binding on the parties and his fees and costs shall be borne equally by the parties unless he determines that the conduct of the party is such that the party should bear all such fees and costs.

9. DEFAULT

9.1 If the contractor shall be guilty of any serious misconduct or any serious breach or non-observance of any of the conditions of this Agreement or shall neglect or fail or refuse to carry out the duties assigned to it hereunder the Council shall be entitled to terminate its engagement hereunder with immediate effect by given written notices to the Contractor, without prejudice to any rights or claims the Council may have against the Contractor arising out of such default.

9.2 If the Contractor:

9.2.1 commits a breach of any of its obligations under the Contract;

9.2.2 makes a composition or arrangement with its creditors, or has a proposal in respect of the company for the voluntary arrangements for a composition of debts, or scheme or arrangement approved in accordance with the Insolvency Act 1986;

9.2.3 has the application made under the Insolvency Act 1986 in respect of the company to the Court for the appointment of an administrative receiver;

9.2.4 has the winding-up order made, or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed;

9.2.5 has a provisional liquidator, receiver, or manager of its business or undertaking duly appointed;

9.2.6 has an administrative receiver, as defined in the Insolvency Act 1986 appointed

9.2.7 has possession taken, by or on behalf of the holders of any debentures secured by a floating charge, of the property comprised in, or subject to, the floating charge;

9.2.8 is in circumstances which entitle the Court or a creditor to appoint, or have appointed, a receiver, a manager, or administrative receiver, or which entitle the Court to make a winding-up order;

9.2.9 offers or gives to any person any gift or consideration as an inducement for doing, or forbearing to do, any action in relation to obtaining any Contract with the Council, or commits any offence under the Prevention of Corruption Acts 1889 to 1916, or if such acts are done by any person employed by, or acting on behalf of the Contractor, with or without the Contractor's knowledge;

Then the Council may without prejudice to any accrued rights or remedies under the Contract, terminate the Contractor's employment under the Contract by notice in writing either with immediate effect or on such date as specified in the notice.

10. FORCE MAJEURE

10.1 The Council shall not be responsible for any failure or delay or consequence. There of in the performance of any of its obligations under the Agreement which are owing to, or result from any cause beyond reasonable control.

11. ASSIGNMENT

11.1 The Contractor may not assign or transfer this Agreement or any of the rights under it without consent of the Council.

12. NOTICES

12.1 All notices or requests for advice/information shall be duly served if delivered to or sent by letter post, facsimile, e-mail or phone call to the Parties

12.2 Email correspondence to be used for this purpose to be restricted to the following addresses

Contractor: **XXXXXXXX**

Council: kim.anderson@brentwood.gov.uk

13. DATA PROTECTION & CONFIDENTIALITY

13.1 Each party shall at all times use its best endeavours to keep confidential (and to ensure that its employees, subcontractors and agents shall keep confidential) any information of a confidential nature which it or they may have acquired or may at any time after that date of the agreement acquire in relation to the councils, business or affairs of the other party and shall not use or disclose **such information except with the consent of the party**

Signed on behalf of Brentwood Borough Council

Name:

Position: Partnership Leisure and Funding Manager

Date:

Signed on behalf of XXXXXXXX

Name:

Position:

Date: