

Godstone Parish Council

(incorporating the Villages of Godstone, South Godstone and Blindley Heath)

Clerk to the Parish Council

Sarah Endersby

Admin Assistant

The Bounty
Godstone Green
Godstone, Surrey
RH9 8DY

Telephone: 01883 744209
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8 January 2025

Dear Sir

RE: GRASS CUTTING CONTRACT

Godstone Parish Council invite you to tender for grass cutting within the Parish covering the period 1 March 2025 – 31 October 2025, with an option to extend for additional years and as set out in the attached Tender information documents.

The sites owned by the Parish Council are as follows:

Godstone Green (including Greenview)	- 8 acres approx.
Burial Ground (adjoining Church Yard)	- 3 acres approx.
Blindley Heath (area to east of Pavilion)	- 3 acres approx.

Before tendering, the Contractor is advised to visit the sites to ascertain the nature of the sites, access thereto and all local conditions and restrictions likely to affect the execution of the works. No claims arising from failure to do so will be accepted.

The successful contractor will need to produce a current Certificate of Public Liability insurance and indemnify the Council in respect of damage to Council property. A copy of the Insurance Certificate must be made available to the Council during the period of the contract.

Tenders should be submitted to the Clerk by email or in a sealed envelope marked Tender – Grass Cutting by 10am on Friday 31 January 2025. If you have any questions in relation to the tender, please contact me by return in advance of these dates.

Yours faithfully

Sarah Endersby
Clerk to Godstone Parish Council

1. CONTRACT DETAILS

THIS AGREEMENT is made between Godstone Parish Council of Godstone in the County of Surrey the (“the Council”) and [] (Company Number: []) (“the Contractor”)

COUNCIL DETAILS:	
Address	The Bounty, Godstone Green, Godstone, Surrey, RH9 8DY
Telephone	01883 744209
Email address	clerk@godstone-pc.gov.uk
Contact person	Parish Clerk (“the Officer”)

CONTRACTOR DETAILS:	
Registered address	
Contact address	
Telephone	
Email address	
Contact person	

IT IS AGREED THAT:

2. DESCRIPTION OF THE WORK

- 2.1 The cutting of grass on three amenity spaces managed by the Parish Council together with some grass verges and as set out in the site plans.
- 2.2 Grass Cutting: The height of cut to be 60mm for the use of each space and as agreed with the Officer.
- 2.3 Also included is:
 - 2.3.1 Strimming around play equipment, outside furniture, path edges, trees, bushes, fences, hedges and all other authorised site fixtures and fittings; and
 - 2.3.2 Grass removal from all play safety surfaces as well as footpaths and seating areas by sweeping or blower or if specified in the Schedule of Work.
- 2.4 The Specification of Works is detailed in Appendix B
- 2.5 The Schedule of Works is detailed in Appendix C

3. COMMENCEMENT AND CONTRACT PERIOD

- 3.1 The duration of the Contract will be [one (1)year], [] inclusive.
- 3.2 There will be an option to extend the contract, which may include a review of the contract pricing with any proposed increase limited to a maximum of 3%.
- 3.3 There will be annual performance reviews.

CONTRACTED AREA	MINIMUM NUMBER OF CUTS	PRICE PER CUT Not inc. VAT £	TOTAL ANNUAL PRICE BASED ON MINIMUM NUMBER
Area G1 – Godstone Green (Cut & strim including Bunds)	[6]		
Area G1a – Godstone Green (Cut and collect & strim including Bunds) One off in August date TBC by Officer	[6]		
Area G2 – St Nicholas Churchyard (Cut and collect & strim)	[6]		
Area G3 – Blindley Heath Common (Cut & strim including Bunds)	[6]		

4. PRICE PER VISIT

- 4.1 As per the Contractors tender dated [], based on a price per cut for each individual site the price per cut breakdown is:
- 4.2 The prices are the full inclusive value of the work described, including all profit, costs and expenses, and all general risks, liabilities and obligations, but EXCLUDING VAT.

- 4.3 A minimum number of [six (6)] cuts will be required between March-October.
- 4.4 Any additional cuts are to be agreed with the Officer and a purchase order.
- 4.5 The Contractors Day rate [], the Officer must provide a purchase order to confirm any additional agreed works.

5. PAYMENT

- 5.1 Payment is at the agreed price per cut per site
- 5.2 The Contractor must submit a monthly timesheet, at the agreed rate, detailing breakdown of works carried out and requiring payment
- 5.3 Time sheets should be submitted in advance of Parish Council meetings, by the 24th of the month for it to be paid on or before the 8th of the following month, throughout the cutting season for all work carried out.
- 5.4 Invoices submitted after the 24th will not be paid unless the Officer has sufficient time to include them on the Parish Council Agenda.

6. INSPECTIONS

- 6.1 A regular inspection will be carried out by the Council throughout the period of the Contract to ensure the work is completed in accordance with the Specification of Works.

7. INSURANCE

- 7.1 A current Certificate of Insurance must be produced to the Officer prior to commencement of the contract and annually thereafter.
- 7.2 The Contractors current PL and EL insurance certificates must be provided to the Officer at the start of the contract and on subsequent renewals.
- 7.3 The Contractor is required to have a minimum of £5,000,000 public liability insurance in force at all times.
- 7.4 The Contractor shall indemnify the Council against any claim or proceedings for any injury or damage to any property or 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. Any damage caused to any property during the performance of this contract must be reported to the Officer immediately and any costs involved to rectify the damage will be the responsibility of the Contractor.

8. SITES, ACCESS AND WELFARE FACILITIES

8.1 PARISH LOCATIONS

AREA	
Godstone Green - including Greenview, the area in front of Greenview Cottages/Hare & Hounds and area in front of Southview	8 acres approx.
Burial Ground, St Nicholas Church, Godstone - New section adjoining church yard; Middle section; and Old section of church yard	3 acres approx.
Blindley Heath - area to east of Pavilion	3 acres approx.

8.2 ACCESS AND SECURITY

- 8.2.1 The Contractor is only permitted to access the sites for the performance of this contract and for no other purpose without seeking and obtaining written prior permission from the Officer.
- 8.2.2 The Contractor will be issued with keys for access purposes and should abide by the following conditions and responsibilities as a key holder in securing the site and ensuring safety of all users in the public space.
 - i) Only one key per site will be issued and must be kept safe at all times and used solely in association with the purposes of the contract
 - ii) The key is issued without charge and remains the property of Godstone Parish Council at all times and must be surrendered upon request by the Officer;
 - iii) Any loss of the key must be reported to the Godstone Parish Officer in writing immediately to include details of loss and any possible misuse of the key;
 - iv) Do not leave the gate unlocked without supervision and take care when using the gate. Securely fasten it at all times (i.e. before, during & after working at the site(s)).
 - v) The Officer will endeavour to replace any proven lost key as quickly as possible, but Godstone Parish council assumes no liability where there are delays in obtaining a replacement;
 - vi) Any replacement for a lost key will have a minimum charge of £50.00; and
 - vii) The Officer has the discretion to open or lock any gate and may affix another padlock to prevent any or all access at any time. Their decision is final in this.
 - viii) Undertake risk assessments specific to the activities pertaining to your access to the Green
 - ix) Consider conditions impacting access, i.e. vehicles on the site(s) if it has been very wet and to avoid damage and rutting to grass and to avoid vehicles getting stuck.

- x) Consider the time of vehicular access, i.e. on Godstone Green, consider avoiding school drop off and pick up times, when there is more likely to be a higher number of pedestrians using the footpath.
- xi) Always be mindful of pedestrians using the Green, using high-visibility vests where possible or escorting vehicles if necessary.

8.2.3 Sites must be left secure, as applicable and gates locked and account for and adequately label all keys.

8.2.4 The Contractor will return ALL keys to the office immediately at the termination of this agreement or if requested to for any reason.

8.2.5 Access of sites:

Godstone Green	via a gate by the Surgery car park which is to be kept locked except only when passing through
St Nicholas Churchyard	via the front of the Church
Blindley Heath Common	via a swing gate and a bar gate, both with padlocks
All other sites are publicly accessible	

8.3 WELFARE FACILITIES: Other than the Public Conveniences outside of the Hare & Hounds Pub, Godstone, none of the sites have access to toilets and/or running water, the Contractor to make their own arrangements for their staff welfare.

9. HEALTH AND SAFETY

9.1 The Contractor shall ensure compliance with all relevant statutory Health and Safety Legislation and requirements (including all relevant Health and Safety at Work Legislation) at all times in carrying out the services described in this agreement.

9.2 A copy of the Contractors Health and Safety Policy, including Risk Assessment is attached at Appendix E of this agreement.

9.3 The Contractors member of staff responsible for Health and Safety for the works is [].

9.4 [The Contractor uses the services of an independent Health and Safety advisor []].

9.5 There are no public first aid or telephone facilities at any of the sites and the Contractor should make appropriate provisions.

9.6 The Contractor should advise the Council, by way of email to the Officer, of any accidents of incidents that occur on Parish land during the fulfilment of the contractual obligations.

10. SUBCONTRACTORS

10.1 The Council would permit a Sub-Contractor(s) being used in performing this contract, on the following conditions:

10.1.1 The Council must be informed at any time during the contract period;

10.1.2 Appropriate Insurance for any Subcontractor must be copied to the Officer of the Council;

10.1.3 The Contractor remains the Councils main contact; and

10.1.4 The Contractor remains responsible for the works to be carried out as expected.

11. QUALITY STANDARDS, MATERIALS AND WORK GENERALLY

11.1 GOOD PRACTICE: Where and to the extent that materials, products and workmanship are not fully detailed or specified they are to be of a standard appropriate to the Works and suitable for the functions stated or reasonably inferred.

11.2 PROPRIETARY PRODUCTS: Handle, store, prepare and use or fix each product in accordance with its manufacturer's current printed or written recommendations.

11.3 GENERAL QUALITY OF WORKMANSHIP: Operatives must be appropriately skilled and experienced for the type and quality of work. The workmanship must be of the highest standard and shall conform to all relevant British Standards, Specifications and Codes of Practice.

11.4 GENERALLY: Make good any damage consequent upon the work and leave site(s) tidy.

11.5 POLLUTION: Take all reasonable precautions to prevent pollution of the site(s) and the general environment including streams and waterways.

11.6 NUISANCE: Take all necessary precautions to prevent nuisance from undertaking works.

11.7 BURNING ON SITES: of materials arising from work will not be permitted.

11.8 TOOLS/TRANSPORT: provide all necessary tools and transport at Contractors expense

12. EMPLOYEES, SICK LEAVE AND HOLIDAY

12.1 It is acknowledged by both parties that this agreement does not create a relationship of employment, and the Contractor is not a "worker" for the purposes of the Working Time Regulations 1998

12.2 The Contractor acknowledges that he does not by this agreement acquire any entitlement to paid holidays and paid sick leave

12.3 The Contractor is responsible for any income tax and National Insurance contributions due on the amounts paid by the council

12.4 The Contractor indemnifies the council in respect of any order made against the council for unpaid income tax or employee National Insurance contributions in respect of the payments made under the contractual agreement.

13. TERMINATION OF CONTRACT AND NOTICE PERIOD

13.1 The contract may be terminated at any time by either party for any reason by giving no less than three months' notice in writing to the other party or by either party without notice if the other party shall be in breach of any of the obligations of this agreement and shall have failed to remedy the breach within 7 days of notification of the breach.

14. GENERAL AND RIGHTS RESERVED

14.1 The Parish council reserves the right to propose amendments to the Terms and Conditions of the contract, giving reasonable written notice (by email or letter) to the Contractor and allowing the Contractor an opportunity to respond.

14.2 Any agreed amendment(s) between the parties must be documented in writing.

Signed for the council Date:
Godstone Parish Council

Signed for the council Date:
Godstone Parish Council

Signed by the contractor Date:
[]

APPENDIX A - SITE PLANS

Area G1 – Godstone Green (Cut & Strim bunds) and Early August only Cut & Collect & strim bunds



Area G2 – St Nicholas Churchyard



Area G3 Blindley Heath (Cut and Strim Bunds)

Areas marked with green boundaries are pathways to be cut (propose bi-weekly). Areas A and B are around the pond (propose bi-weekly). Orange line is verge (propose monthly). Speckled areas to be cut twice a year. The cricket circle is cut by the cricket club and is not included in the contract.



APPENDIX B - SPECIFICATION OF WORKS

- J1 Prior to cutting or trimming any area, the Contractor will ensure that the site is free of any significantly large stones and all paper, tins, bottles and other debris on the cutting area.
- J2 The Contractor will also inspect each site for areas of ground sinkage/potholes and areas of potential hazard and will inform the Council immediately of any such potential hazards.
- J3 The Contractor will at all times during the period of the Contract, ensure that all machines engaged in grass cutting operations are sharp and properly set, so as to produce a true and even cut. The use of mounted flail cutters is to be avoided Any damage or areas of grass not cut to the approval of the Council from such lack of maintenance will be made good by the Contractor at his own expense and to the satisfaction of the Council.
- J4 The Contractor will at all times during the period of the Contract ensure that machines are properly guarded and maintained so as to present no danger to the operator, surrounding structures, vehicles or any person in the vicinity of operations. The Contractor will provide staff with all safety equipment, (boots, reflective vests etc.), and will ensure that staff use these at all times they are engaged in work for the Council.
- J5 During the period of the Contract no growth regulators of any form will be applied to any area of turf without the Council sanctioning such an operation in writing, in advance.
- J6 All grass will be cut cleanly and evenly without damaging the existing surface and with sufficient overlap between passes of the cutter.
- J7 The Contractor will complete one area of grass cutting before moving onto the next, and immediately after cutting a scheduled area, the Contractor will ensure, where applicable, that all grass clippings and other arising's are cleared from all paved areas, playground equipment safety surfaces, paths and public footpaths, etc., by sweeping or using a blower.
- J8 Soft vegetative growth, such as clover will be deemed to be part of the Contract where it falls within large areas of grass.
- J9 Since it is not possible to predict accurately the precise number of mowing's which may be required on any site in any one year, the Schedule of Works includes a minimum number of mowing's, but the Contractor will be paid on a pro-rata basis for additional cuts, dependent upon the prevailing weather conditions throughout the growing season and at the discretion of the Council.
- J10 Mowing will take place on the full area of grass at the site, up to all path edges, fencing, play equipment, obstacles and any other boundaries.
- J11 Areas not cut to the satisfaction of the Council will be re-cut by the Contractor at the Contractor's own expense.
- J12 In very wet conditions all operations involving grass cutting shall cease until conditions allow operations to recommence without damaging the surface levels and contours of the ground or grass cutting "divots" from the machine rollers or cutters.
- J13 Should the Contractor cause damage to the surface or levels of the ground, or create divots during grass cutting operations, the Contractor will at his own expense reinstate such damage forthwith to the satisfaction of the Council.
- J14 Mowing will be carried out as close as possible to fixed obstructions. Moveable obstructions can be removed to facilitate cutting and replaced before the Contractor leaves the site.
- J15 Mowing around obstructions including seats, trees, fence lines, posts, stones and kerbs and the like, and in the proximity of margins, will be undertaken using methods, tools and machines as appropriate to ensure neat edges to paths etc.
- J16 Where used, strimmer's must not be allowed to damage any trees, shrubs etc. or permanent or removable Fittings and particular attention should be paid to the wooden supports for play equipment and gravestones.

- J17 All persons operating grass cutting machinery must be appropriately trained, and the Council reserves the right to ask the Contractor to provide adequate proof that his operators are well trained, conversant with Health and Safety legislation and competent in their operating methods.
- J18 Where specified all arising's from grass cutting, where collection is required, are to be removed from site and correctly disposed of.
- J19 The Council will arrange for an area of land, to be specified, where only grass cuttings can be disposed of, enabling them to rot down.

APPENDIX C - SCHEDULE OF WORKS

AREA G1 – GODSTONE GREEN (CUT G1 & STRIM)

1. There are to be a minimum of six [6] cuts only of the areas covered by site plan Area G1.
2. The first cut being around March/April then at regular intervals with the final cut in early October, according to seasonal growth patterns.
3. To include strimming around signs and other obstructions including trees and the edges of the site.
4. All footpaths, seating areas, entrances etc. to be cleaned off by sweeping or blowing after each cut/trim.
5. Grass cuttings to be dispersed evenly over Grass and not left in mounds.
6. During the first fortnight of August the cut will include the collection of Grass cuttings.

AREA G1A – GODSTONE GREEN (CUT G1 & STRIM & COLLECT)

1. The August cut will be as G1 above but carried out within a week prior to the Annual August Bank Holiday Fete and the areas are to be cut with all cuttings being collected in the areas covered by site plan Area G1.

AREA G2 – ST NICHOLAS CHURCHYARD

1. There are to be a minimum of six [6] cuts of the area covered by site plan Area G2.
2. The first cut being around March/April then monthly after with the final cut in early October, according to seasonal growth patterns.
3. To include strimming around gravestones, signs and other obstructions including trees and the edges of the site.
4. All footpaths, seating areas, entrances etc. to be cleaned off by sweeping or blowing after each cut/strim.
5. Grass cuttings to be collected in regularly used public areas to ensure tidiness of the site.

AREA G3 – BLINDLEY HEATH COMMON

1. There are to be a minimum of six [6] cuts of the areas covered by site plan Area G3, up to the boundary of the cricket pitch.
2. The first cut being in around March/April then regularly with the final cut in early October, according to seasonal growth patterns.
3. To include strimming around signs and other obstructions including trees and the edges and bunds on the site.
4. Grass cuttings to be dispersed evenly over Grass Verge not left in mounds.

APPENDIX D

INSURANCE CERTIFICATES

[to be provided]

APPENDIX E - HEALTH AND SAFETY POLICY, INCLUDING RISK ASSESSMENT

[to be provided]

