

WANDSWORTH BOROUGH COUNCIL

**INVITATION TO TENDER
FOR THE PROVISION OF THE HORTICULTURAL
MAINTENANCE OF PARKS, COMMONS, OPEN SPACES,
CEMETERIES AND OTHER SITES AND FOR GRAVE
DIGGING, LITTER PICKING AND THE MANAGEMENT
AND BOOKING OF SPORTS FACILITIES (“LOT 1”).**

VOLUME 3A OF 7

FORM OF CONTRACT AND CONDITIONS FOR LOT 1

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**LOT 1: A CONTRACT TO PROVIDE SERVICES FOR THE
HORTICULTURAL MAINTENANCE OF PARKS, COMMONS,
OPEN SPACES, CEMETERIES AND OTHER SITES AND FOR
GRAVE DIGGING, LITTER PICKING AND THE MANAGEMENT
AND BOOKING OF SPORTS FACILITIES**

THIS CONTRACT is made the [] day of [], 20[]

BETWEEN

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH of
The Town Hall, Wandsworth High Street, London SW18 2PU (“**the Council**”) of the one part and

[] a company registered in England and Wales
(**Company Number** []) with its registered office located at []
[(“**the Contractor**”) of the other part.

WHEREAS

- (1) the Council wishes to have performed the Services set out in the Conditions and the Schedules to this Contract; and
- (2) the Contractor is willing to perform such Services in accordance with the provisions of and subject to the terms of the said Conditions and Schedules.

NOW IT IS AGREED between the Council and the Contractor as follows:

- A. This Contract (consisting of the Form of Tender (as attached as Appendix 1) and the Conditions and the Schedules (as attached as Appendix 2) inclusive) constitutes the sole contract or agreement between the Council and the Contractor for the performance by the Contractor of the Services set out in the Conditions and the Schedules.
- B. The Contractor shall perform the Services set out in the Conditions and the Schedules in accordance with the Conditions and to the satisfaction of the Council for the Contract Period commencing on the Commencement Date and terminating on the Termination Date.
- C. So long as the Contractor shall continue to perform the Services set out in the Conditions and the Schedules in accordance with the Conditions and to the satisfaction of the Council, the Council shall make to the Contractor the payments provided for by this Contract.

IN WITNESS whereof the parties have executed this Contract as a **DEED** the day and year first before written.

**THE COMMON SEAL of THE MAYOR AND)
BURGESSES OF THE LONDON BOROUGH)
OF WANDSWORTH was affixed to this DEED)
BY ORDER)**

Authorised Officer:

Seal Register No:

**THE COMMON SEAL of [)
])
was hereunto affixed in the presence of:)**

Director:

Director/Secretary:

[Alternatively, in the absence of a Common Seal of the Contractor:]

**SIGNED as a DEED and DELIVERED)
by [])
for and on behalf of)
[])
("the Contractor") in the presence of:)**

Full name of Witness (print)

Full address of Witness (print)

.....

Occupation of Witness (print).....

Signature of Witness.....

CHAPTER FIVE

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LOT ONE

CHAPTER FIVE

THE CONDITIONS

1. DEFINITIONS

In this Contract, save where the context otherwise requires the following expressions shall have the meanings hereby assigned to them:

- 1.1 “**Additional Services**” means the unscheduled services provided by the Contractor in accordance with the Specification in response to an Order issued by the Council.
- 1.2 “**Annual Services**” means the annual service and maintenance service to be carried out by the Contractor in accordance with the Work Programme and the Specification.
- 1.3 “**Annual Sum**” means the annual sum (subject to the Annual Services having been provided) payable by the Council in 13 equal instalments to the Contractor as set out in Schedule 2, as calculated in accordance with the provisions of the Contract.
- 1.4 “**Appendix**” refers to the Appendices to this Contract and “Appendix” means any one or other of the Appendices.
- 1.5 “**Authorised Officer**” means the Council’s **Director of Environment and Community Services** or such other officer as the Council may appoint hereafter and such representatives as he/she may nominate in writing for general or specific purposes from time to time.
- 1.6 “**Best Value Duty**” means the duty imposed on the Council by Section 3 of the Local Government Act 1999.
- 1.7 “**Business Continuity Plan**” means a business continuity plan maintained in accordance with the Civil Contingencies Act 2004.
- 1.8 “**Commencement Date**” means the 24th day of February, 2013, which is to be the commencement date for the performance of the Services by the Contractor.
- 1.9 “**Conditions**” means these Conditions and any modification thereof duly made in accordance with their provisions.
- 1.10 “**Contract**” means this contract concluded between the Council and the Contractor including the Conditions, the Schedules and all other documents that are incorporated or referred to herein.
- 1.11 “**Contract Documents**” means the Contract and any other documents forming part of this Contract.
- 1.12 “**Contract Manager**” means a person appointed by the Contractor in accordance with Condition 14.

- 1.13 “**Contract Period**” means the period of eight years, with the potential for a four year extension by agreement, commencing on the Commencement Date and terminating on the Termination Date.
- 1.14 “**Contract Standard**” means in relation to the performance of any part of the Services, a standard of performance:
- (a) in accordance with best industry practices and the highest workmanlike standards;
 - (b) in accordance with the provisions of the Conditions, the Specification and the Schedules including the Method Statement;
 - (c) in compliance with all relevant Acts of Parliament, statutory regulations or orders, codes of practice, performance ratings and quality standards in operation from time to time including but without prejudice to the generality the general duty to secure continuous improvement having regard to a combination of economy efficiency and effectiveness pursuant to Section 3 of the Local Government Act 1999;
 - (d) in accordance with the standing orders and scheme of delegations to Chief Officers of the Council;
 - (e) in co-operation with the Council and its other relevant contractors; and
 - (f) to the reasonable satisfaction of the Council.
- 1.15 “**Contractor**” means the person, persons or company described in the Form of Contract as the Contractor.
- 1.16 “**Council**” means the Council of the London Borough of Wandsworth, any successor authority and any body to which all or part of the functions of the Council of the London Borough of Wandsworth may lawfully be transferred.
- 1.17 “**Council Data**” means:
- (a) the information, data, text, diagrams, images or sounds (together with any database made up of any of these) or any other materials (in any medium) which are embodied in any electronic, magnetic, optical, tangible or portable media, and which are:
 - (i) supplied or in respect of which access is granted to the Contractor by or on behalf of the Council; or
 - (ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract;
 - (b) any Personal Data for which the Council is the Data Controller, as defined in the Data Protection Act 1998; and
 - (b) any other data, information or materials (in any medium) which come into the possession of the Contractor in connection with or as a result of the provision of the Services including without limitation any data, information or materials held or stored in the Contractor’s computer systems.
- 1.18 “**Council’s Premises**” means those premises and areas owned by the Council and as set out in more detail at Schedule 7.

- 1.19 “**Crown**” means the government of the United Kingdom (including Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, and government departments and particular bodies, persons and government agencies.
- 1.20 “**Detailed Rates**” means the detailed rates (subject to the Additional Services having being provided) payable by the Council to the Contractor as set out in Part B of Schedule 2 as calculated in accordance with the provisions of the Contract for the Additional Services.
- 1.21 “**Employees**” means all persons engaged by the Contractor in the provision of the Services including personnel, staff and employees of the Contractor and shall include the Contractor’s agents and authorised sub-contractors and “**Employee**” means any one of the Employees.
- 1.22 “**Expert**” means an expert appointed pursuant to Condition 40.
- 1.23 “**HSWA**” means the Health and Safety at Work, etc Act 1974 and shall include any Codes of Guidance issued by the Council and supplied to the Contractor either before or during this Contract and any Codes of Guidance prepared by the Contractor.
- 1.24 “**Index**” means the Index of Retail Prices for “All Items (excluding mortgage interest)” (however such index might be termed) issued by the Department of Statistics or any other government department upon which duties in connection with the compilation and maintenance of such index shall have devolved or in the absence of any such Index such other Index as the Authorised Officer may reasonably specify.
- 1.25 “**Management Information**” means the information that the Contractor shall provide to the Council as applicable with all or any of the following information from time to time during the Contract Period:
- Invoice Date
 - Contract Date
 - Number of Orders covered by the Management Information
 - VAT Rate
 - Monthly Invoice amount

The above list is not exhaustive and the Council may from time to time change the items in the list provided that it has given the Contractor notice of such changes in accordance with Clause 60.

- 1.26 “**Method Statements**” means the statements annexed to this Contract at Schedule 3 detailing the Contractor’s proposals for the performance of the Services. In the event of any inconsistency between the Method Statements and the Conditions and other Schedules then the Conditions and other Schedules shall prevail.
- 1.27 “**Office Day**” means any day of the week from Monday to Friday inclusive but excluding all statutory public holidays and such other days, if any, as the Authorised Officer may notify to the Contractor in writing as days during which Council offices are closed to the public.
- 1.28 “**Order**” means any order issued by the Authorised Officer to the Contractor specifying Additional Services to be carried out in accordance with the terms of this Contract.

- 1.29 **“Payment Period”** means the period of every four weeks starting on the Commencement Date and continuing throughout the Contract Period.
- 1.30 **“Plant”** applies to all fixed and movable items of plant, vehicles, equipment, machinery, tools and containers which the Contractor employs to deliver the Services.
- 1.31 **“Programme of Works”** means the Contractor’s programme of works specified in Schedule 3 detailing the Contractor’s proposals for the performance of the Services. In the event of any inconsistency between the Programme of Works and the Conditions and other Schedules then the Conditions and other Schedules shall prevail.
- 1.32 **“Prohibited Act”** means:
- (a) Offering, giving, or agreeing to give to any servant of the Crown any gift or consideration of any kind as an inducement or reward:
 - (i) For doing or not doing (or having done or not having done) any act in relation to the obtaining or performance of this Contract or any other contract with the Crown; or
 - (ii) For showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Crown:
 - (b) Entering into this Contract or any other contract with the Crown where a commission has been paid or has been agreed to be paid by the Contractor or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Council:
 - (c) Committing any offence:
 - (i) Under the Bribery Act 2010;
 - (ii) Under legislation creating offence in respect of fraudulent acts; or
 - (iii) At common law in respect of fraudulent acts in relation to this agreement or any other contract with the Crown: or
 - (d) Defrauding or attempting to defraud or conspiring to defraud the Crown.
- 1.33 **“Schedule”** refers to the Schedules to this Contract and “Schedule” means any one or other of the Schedules.
- 1.34 **“Services”** means the Services set out in the Specification and any modifications thereof under Condition 10 including the Annual Services and the Additional Services.
- 1.35 **“Specification”** means all the documents forming Schedule 1 and any modifications to those documents under Condition 10.
- 1.36 **“SVGA 2006”** means the Safeguarding Vulnerable Groups Act 2006.
- 1.37 **“Tender”** means the Contractor’s tender to perform the Services accepted by the Council.
- 1.38 **“Tender Documents”** means the Contract Documents and any other documents forming part of the Tender including, without limitation, the following Chapters: the Preamble and General Information, the Instructions for Tendering, the Form of Tender, the Certificate that the Tender is Bona Fide, the TUPE questionnaire and the Performance Bond/Parent Company Guarantee

- 1.39 **“Termination Date”** means the 23rd day of February, 2021 subject to any extension which may be effected in accordance with Condition 7.2.
- 1.40 **“Time”** shall be construed during the period of summer time to be British Summer Time or otherwise to be Greenwich Mean Time or as may be required or stipulated by statute.
- 1.41 **“VAT”** means Value Added Tax.
- 1.42 **“Working Day”** means any day of the week from Monday to Sunday inclusive, but excluding the 25th December, whether or not that day is a public holiday all Public Holidays and such other days if any as the Authorised Officer may notify to the Contractor in writing as days during which Council offices are closed to the public.
- 1.43 **“Working Week”** shall be the period from the commencement of work by the Contractor on any Monday morning during the Contract Period to the completion of work on the subsequent Monday evening.
- 1.44 **“WRWA”** means the Western Riverside Waste Authority or any successor as the statutory waste disposal authority.
- 1.45 **“Year”** means a period of twelve consecutive calendar months commencing on the Commencement Date falling within the Contract Period.
- 1.46 Reference to personnel and Employees shall be deemed to include the Contractor’s partners, directors and employees and also the Contractor’s agents and sub-contractors and their personnel and employees, unless the context otherwise requires.
- 1.47 Reference to “including” shall be construed so as not to limit the generality of any words or expressions in connection with which it is used.

2. SUFFICIENCY OF INFORMATION

- 2.1 The Council shall exercise reasonable care and skill with respect to its preparation of information supplied to the Contractor. The Contractor shall take all reasonable steps necessary to satisfy itself by its own investigations at its own expense with regard to the accuracy of such information and shall be deemed to have done so. Notwithstanding the foregoing, neither the Council nor any of its Employees makes any representations or warranties as to the accuracy of any information supplied by the Council and any information provided by a third party and no claim against the Council will be allowed, whether in contract or tort, under the Misrepresentation Act 1967, or otherwise on the grounds of any inaccuracy with respect to such information supplied to Tenderers.
- 2.2 The Contractor shall obtain for itself all information necessary to enable it to ascertain and assess all risks, contingencies and other circumstances that might reasonably influence or affect the Tender, and to have made full allowance for any changes that may occur between the date of the Tender and the Commencement Date.
- 2.3 Except as provided in Condition 10 no additional payment will be made to the Contractor by reason of any inaccuracy or change in the information provided whether occurring before or after the date of the Tender.

3. DOCUMENTS MUTUALLY EXPLANATORY

- 3.1 Except as otherwise expressly provided, the Contract Documents are to be taken as mutually explanatory of one another. Any ambiguities or discrepancies shall be resolved by the Authorised Officer who shall thereupon issue to the Contractor appropriate instructions in writing and the Contractor shall carry out and be bound by such instructions.
- 3.2 In the event of any inconsistency between the Conditions and any provision in any of the other Contract Documents, the Conditions shall prevail.

4. VARIATION OF CONDITIONS

- 4.1 Without prejudice to the rights and powers of the Authorised Officer under this Contract and notwithstanding any other of these Conditions, no deletion from, addition to or variation of the Conditions shall be valid or of any effect unless agreed in writing and signed on behalf of the Council by the Authorised Officer (or by such other officer as the Authorised Officer may in writing appoint) and on behalf of the Contractor by a duly authorised representative of the Contractor.

5. COPYRIGHT

- 5.1 Copyright in this Contract shall vest in the Council but the Contractor may obtain or make at its own expense any further copies required for use by the Contractor in the performance of the Services.
- 5.2 Copyright in any documentation, articles or any written works produced by the Contractor in, or in connection with, the performance of the Services shall vest in the Council.
- 5.3 Except as permitted under current legislation, no part of this work may be photocopied, stored in a retrieval system, published, performed in public, adapted, broadcast, transmitted, recorded or reproduced in any form or by any means, without the prior permission of the Council, save as permitted under Condition 5.1.

6. THE AUTHORISED OFFICER

- 6.1 Prior to the Commencement Date the Council shall give notice to the Contractor of the name and designation of the Authorised Officer and shall forthwith give notice to the Contractor of any replacement of the Authorised Officer from time to time during the Contract Period or if any person ceases to be the Authorised Officer.
- 6.2 From time to time the Authorised Officer may appoint one or more representatives to act for the Authorised Officer generally or for specified purposes or periods. Immediately any such appointment is made, the Authorised Officer shall give written notice thereof to the Contractor.
- 6.3 The functions, rights and powers conferred by this Contract upon the Council shall be exercised by the Authorised Officer. The Contractor shall in no circumstances question the existence or extent of the authority of any person notified to the Contractor (whether orally or in writing) to be a replacement Authorised Officer, a deputy, assistant, representative or agent of the Authorised Officer.

7. CONTRACT PERIOD

- 7.1 This Contract shall subsist for the Contract Period subject to Condition 7.2 and subject to earlier termination in whole or in part in accordance with the terms of the Contract.
- 7.2 Subject to the mutual agreement of both parties prior to the Termination Date, the Contract Period may be extended for any period or periods up to a maximum of a further four years.
- 7.3 The Contractor shall have executed the Contract as a Deed prior to the Commencement Date and should the Contractor fail to do so within 14 days of the Commencement Date then the Council shall be entitled to terminate the Contract in accordance with the provisions of Condition 35.

NON EXCLUSIVITY

- 7.4 For the avoidance of doubt, this Contract shall not be exclusive. The Council shall be entitled at any time during the Contract Period to carry out any part or parts of the Services, or services of a similar nature, itself, or to instruct or procure a third party to do so.

8. PERFORMANCE OF SERVICES

- 8.1 During the Contract Period the Contractor shall perform the Annual Services as set out in the Specification at Schedule 1 in accordance with the Programme of Works. From time to time the Council may instruct the Contractor to carry out Additional Services by issuing an Order to provide the Additional Services as set out in the Order. The Council gives no guarantee as to the number, nature or volume of the Additional Services and reserves the right to appoint alternative or additional contractors to carry out the Additional Services or to provide the Additional Services itself.
- 8.2 During the Contract Period the Contractor shall perform the Services (and any modifications thereof authorised under Condition 10 in a proper, skilful and workmanlike manner to the Contract Standard in accordance with Schedule 1 (the Specification) and Schedule 3 (the Method Statements) and shall at all times carry out the written instructions issued by the Authorised Officer in connection with this Contract. The Contractor shall have a policy of continuous improvement in relation to the performance of the Services and shall be able to show at any time during the Contract Period evidence of the practices designed to achieve such improvement.
- 8.3 Should the Contractor require any further instruction or information for, or in connection with, the performance of the Services, the Contractor shall make a written application to the Authorised Officer in which the requirement is stated in adequate detail. Such application shall be made on a date which, having regard to the date upon which the Contractor reasonably needs the instruction or information for or in connection with the performance of the Services, is neither too far away from, nor too close to, that date having regard to all the circumstances including the time likely to be required by the Authorised Officer to respond to the application.
- 8.4 The Contractor shall, before commencing performance of the Services, submit to the Authorised Officer for approval, written details of clear procedures for providing the Services including, without limitation, a Business Continuity Plan detailing procedures for

providing the Services in the event of an emergency. The Contractor shall throughout the Contract Period:

- (a) maintain a Business Continuity Plan which has been approved by the Authorised Officer from time to time; the Contractor shall test its Business Continuity Plan on a regular basis (and in any event not less than once every 12 months) and shall send to the Council a written report summarising the results of each test and shall promptly implement any actions or remedial measures which the Council reasonably considers to be necessary as a result of those tests. The Council may require the Contractor to conduct additional tests of its Business Continuity Plan where the Council considers it necessary, including without limitation where there has been any change to the Services or any underlying business processes, or on the occurrence of any event that may increase the likelihood of the need to implement the Business Continuity Plan. If the Council requires the Contractor to perform an additional test, it shall give the Contractor written notice and the Contractor shall conduct the test in accordance with the Council's requirements. The Council shall bear the Contractor's costs of any such additional test unless the Business Continuity Plan fails the additional test in which case the Contractor shall bear the costs of the failed test;
- (b) at the Council's request, participate in test(s) of the Council's Business Continuity Plan having first been given at least one month's written notice;
- (c) maintain all documentation and files in a professional manner;
- (d) submit to the Authorised Officer regular written progress and monitoring reports and such statistical information as the Authorised Officer may require from time to time; and
- (e) comply fully with all procedures approved by the Authorised Officer for the performance of the Services, which procedures may be varied only with the prior written approval of the Authorised Officer, such approval not to be unreasonably withheld.

8.5 Without prejudice to each and every remedy of the Council in the event of a failure of the Contractor to perform any of its obligations in accordance with the terms of this Contract, the Contractor shall at the Commencement Date initiate, and throughout the Contract Period maintain systems designed to ensure that the Services are carried out to the Contract Standard. Such systems shall be operated by the Contract Manager for and on behalf of the Contractor and shall not be unreasonably withheld, before the Contractor commences to provide the Services.

8.6 The Contractor shall ensure that, on the occasions when this may be required, appropriate staff members attend, inform and advise meetings, as required by the Authorised Officer. Such meetings will usually take place between 9.00 am and 5.00 pm on Working Days and, unless otherwise agreed by the Authorised Officer, all such meetings shall take place on Council premises. The estimated frequency of such meetings is set out in the Specification. The Council shall be under no obligation to provide parking facilities for the Contractor's vehicles at the Town Hall or any other venue at which meetings may be held.

8.7 The Contractor shall, as soon as reasonably practicable, provide the Authorised Officer with any information relating to the performance of the Services which the Authorised Officer may reasonably request.

- 8.8 The Contractor shall throughout the Contract Period comply with all relevant workmanlike requirements including in particular statute and common law, statutory instruments, judicial decisions and European Community directives. The Contractor shall forthwith inform the Authorised Officer if these are likely to give rise to any substantial opportunities or benefit to the Council or any substantial difficulties.
- 8.9 The Contractor shall throughout the Contract Period maintain a communications system acceptable to the Authorised Officer.
- 8.10 Unless otherwise instructed by the Authorised Officer the Contractor shall ensure the delivery of all correspondence and documents to the Authorised Officer either by hand, facsimile transmission, electronic mail, the Document Exchange system or by First Class Post.
- 8.11 The times specified in the Contract and any variation in those times or any other times reasonably laid down by the Authorised Officer in respect of the Contractor's obligations shall be of the essence of the Contract and any failure by the Contractor to adhere to such times shall (notwithstanding anything elsewhere contained in the Contract) be a breach of this Contract.
- 8.12 In the event of the Contractor being unable to perform the Services or any part thereof, the Contractor shall immediately inform the Authorised Officer giving details of the circumstances, reasons and likely duration. Nothing in this Condition 8.12 shall in any way alter, modify, relieve or in any other way vary the Contractor's obligation to provide the Services or the Council's powers under other Conditions.
- 8.13 Instructions from the Authorised Officer which are posted to the Contractor shall be sent by First Class Post or by means of the Document Exchange system and shall be deemed to have been received by the Contractor on the following Working Day.
- 8.14 The Contractor shall at all times during the provision of the Services allow the Authorised Officer and such persons as may from time to time be nominated by the Authorised Officer access upon reasonable notice (except where it is deemed reasonably appropriate by the Authorised Officer to gain immediate access):
- (a) to all sites or locations of the Contractor for the purpose of inspecting work being performed pursuant to the provision of the Services;
 - (b) to all sites or locations of the Contractor for the purpose of inspecting records and documents in the possession, custody or control of the Contractor in connection with the provision of the Services;
 - (c) to all Plant, materials, stores and spare parts in order to ensure that such items comply with manufacturers' specifications;
 - (d) to all Plant, materials, stores and spare parts (whether such items are provided by the Council, the Contractor or otherwise) used or proposed to be used in connection with the performance of the Services for the purpose of ensuring that such Plant, machinery, tools, equipment, materials, stores and spare parts meet the requirements of the Specification and all relevant statutory requirements;
 - (e) to any Employee of the Contractor for the purposes of interviewing such persons in connection with the provision of the Services;

- (f) technology, resources, systems and procedures used or proposed to be used in connection with the provision of the Services, and
- (g) to attend any Business Continuity Plan test undertaken by the Contractor.

8.15 If during the Contract Period the Authorised Officer and/or the Contractor (subject to the prior written consent of the Authorised Officer) modifies the methods employed by the Contractor to carry out the Services such that in the opinion of the Authorised Officer savings are made by the Contractor in the cost of providing the Services then the amount of such savings as shall be notified by the Contractor to the Authorised Officer and approved by the Authorised Officer shall be divided equally between the Council and the Contractor. In the event of a dispute, this matter shall be determined by the Expert in accordance with Condition 40.

9. PERFORMANCE REVIEW AND BEST VALUE

- 9.1 The Contractor shall ensure that the Contract Manager is available to meet the Authorised Officer, if so required, generally once a month during the Contract Period, for a sufficient amount of time as is reasonably decided by the Authorised Officer (at no additional cost) to enable the Council to monitor and review the Contractor's performance under this Contract. Additional meetings (also at no additional cost) may reasonably be required by the Authorised Officer including without limitation if, in the Authorised Officer's opinion, the Contract is not running satisfactorily. The Contract Manager shall bring to these meetings such files and reports as may be requested by the Authorised Officer together with such management information as the Contractor is obliged to retain for the information of the Council under this Contract.
- 9.2 The Authorised Officer may introduce random sampling to determine the performance of the Services. The Authorised Officer reserves the right to employ his own representatives or agents to undertake such random sampling, and the Contractor shall afford all reasonable access and co-operation for the Authorised Officer, his representatives or agents in this respect.
- 9.3 The Contractor acknowledges that the Council shall prepare Business Continuity Plans at the Council's own expense and agrees that in so doing the Council may take into account and utilise any reports, information, files, data minutes, electronic or other forms of records compiled, supplied or obtained in connection with the performance of the Services.
- 9.4 The Authorised Officer may each year submit to the Contractor completed questionnaires relating to the Contractor's performance under this Contract and the responses contained in the completed questionnaires shall be retained by the Contractor for management information purposes so as to enable improvements to be made in service delivery and for use in performance review meetings as referred to in Condition 9.1.
- 9.5 In the event of the Authorised Officer requesting information from the Contractor in connection with any Council report, including without limitation the Business Continuity Plans, the Authorised Officer shall notify the Contractor of the dates by which it is required. Provided such notice is reasonable the Contractor shall provide the information requested by the dates stipulated.
- 9.6 The Contractor acknowledges that (a) the Council is subject to the Best Value Duty; and (b) the relevant provisions of this Condition 9, Condition 19 (Premises) and 24 (Records) shall

assist the Council in discharging its Best Value Duty in relation to the Contractor's performance of the Services.

- 9.7 To the full extent of its obligations under this Contract, the Contractor shall undertake or refrain from undertaking such actions as the Council may reasonably request to enable the Council to comply with Part I of the Local Government Act 1999, including but not limited to the making of arrangements to secure continuous improvements in the way in which the Services are provided, having regard to a combination of economy, efficiency and effectiveness.
- 9.8 The Contractor shall comply with any reasonable requests made by the Authorised Officer for improvements in methods of service delivery.

10. MODIFICATIONS

- 10.1 The Authorised Officer shall be entitled to issue to the Contractor instructions in writing in relation to all or any of the following:
- (a) to omit any part of the Services or to cease to provide any part of the Services in such sites or locations during such times and for such period or periods as the Authorised Officer may determine which period or periods may be either of a permanent or temporary nature;
 - (b) to provide the Services or any part thereof in such manner as the Authorised Officer may reasonably require, provided that a requirement to provide the Services to the Contract Standard shall not be a modification;
 - (c) to provide such services additional to the Services including performance at additional or substituted sites or locations as the Authorised Officer may reasonably require, provided that such additional services shall be the same as or similar to the Services;
 - (d) to perform any such additional works as shall in the opinion of the Authorised Officer be reasonably conducive or otherwise facilitate the performance of the Services. No such additional work shall be undertaken by the Contractor without the prior written approval of the Authorised Officer;
 - (e) to comply with any obligations imposed on the Council by future legislation regulations directives or orders of similar effect;
 - (f) to vary permanently the Services or any part thereof to be provided at any site or location as reasonably required by the Authorised Officer.
- 10.2 For the purpose of Condition 11 the valuation of modifications made pursuant to this Condition 10 shall be ascertained by the Authorised Officer in accordance with the following provisions:
- (a) Where part of the Services is omitted from, or ceases to be provided or is varied under the Contract, the rates and prices contained in the Detailed Rates at Parts A, B, C and D of Schedule 2 shall (where reasonable) determine the valuation of the part of the Services omitted, varied or no longer provided;
 - (b) where the modification is of a similar character to and is executed under similar conditions to the Services, the rates and prices for the work contained in the Detailed

Rates at Parts A, B, C and D of Schedule 2 shall (where reasonable) shall determine the valuation;

- (c) where the modification is not of a similar character to or is not executed under similar conditions to the Services, or where it would not be reasonable to determine the valuation in accordance with Conditions 10.2(a) or 10.2(b), the valuation shall be made at fair rates and prices having due regard where applicable to the rates and prices contained in the Detailed Rates at Parts A, B, C and D of Schedule 2; and
- (d) where the modification relates to an omission under Condition 10.1(a), the valuation shall not include, and the Council shall not be liable to the Contractor in respect of any loss or reduced contribution to overheads or profit, whether in respect of this Contract or any lost opportunity to earn overhead contribution or profit elsewhere.

10.3 This Condition 10 is subject to and without prejudice to any provisions for variations in the Services and the valuation and pricing of such variations set out in the Specification. Where such provisions apply, they shall prevail over this Condition 10 insofar as they are inconsistent with it.

10.4 If during the Contract Period the Authorised Officer and/or the Contractor (subject to the prior written consent of the Authorised Officer) modifies the methods employed by the Contractor to carry out the Services such that in the opinion of the Authorised Officer savings are made by the Contractor in the cost of providing the Services then the amount of such savings as shall be notified by the Authorised Officer to the Contractor shall be divided equally between the Council and the Contractor.

Anticipated Changes

10.5 As at the Commencement Date the parties recognise that the Contractor has submitted its costed and detailed proposals for the provision of a Park Ranger/Patrol Service, the Daily Locking and Unlocking at Putney Lower Common cemetery and the Toilets and Changing Rooms at Tooting Common as set out in more detail in Schedule 1. The parties acknowledge that these services are not required as at the Commencement Date.

10.6 The Parties acknowledge that, whilst there is no guarantee or warranty that the Council will introduce all or any of the services referred to in 10.5 above, the Council has invited and the Contractor has agreed to provide these services upon request by the Council during the Contract Period. The Contractor has submitted proposals for these services in its Tender as an anticipated change during the Contract Period.

10.7 In the event that the Council wishes, in its absolute discretion, to invite the Contractor to provide all or any of the services referred to in 10.5 above, at any time during the Contract Period the Council shall follow the procedure laid out in Schedule 11 (Contract Change Procedure) to include (or remove) such services from the Contract.

11. PAYMENTS

11.1 Within ten Office Days following each Payment Period the Contractor shall submit to the Authorised Officer an account and a supporting statement in such form as shall be approved from time to time by the Authorised Officer in respect of the Services valued in accordance with:

- (a) For the Annual Services, one-thirteenth of the Annual Sum; and
 - (b) For any Additional Services completed within the relevant Payment Period, the relevant Detailed Rates.
- 11.2 Each account shall include all relevant references and work numbers for any (and all) Orders completed within the relevant Payment Period.
- 11.3 Within ten Office Days of receipt of the account and supporting statement referred to in Condition 11.1, the Authorised Officer shall assess the amount properly due to the Contractor in accordance with this Contract and notify the Contractor whether the account and supporting documents are approved or rejected having regard to the account and any adjustments including:
- (a) the valuation of modifications made pursuant to Condition 10;
 - (b) any additions or deductions in circumstances where the profile of completed works warrants an adjustment to the equal instalments payment profile shown in Condition 11.1(a) above;
 - (c) any deductions for defaults issued under Condition 35: and
 - (d) any other additions or deductions under this Contract.
- 11.4 Where the Contractor is notified by the Authorised Officer that an invoice submitted is rejected, the Contractor shall re-submit the account within 5 Office Days in a corrected format or agree a meeting with the Authorised Officer.
- 11.5 Within five Office Days of the Council's issue of the certificate in accordance with 11.3 and 11.4, the Contractor shall issue an invoice for any amount due to the Contractor from the Council in accordance with the Council's certification.
- 11.6 Within twenty Office Days of the Contractor's issue of the approved invoice in accordance with Condition 11.5, the Council shall pay the amount correctly invoiced.
- 11.7 For the second, third, fourth, fifth, sixth, seventh and eighth Years of the Contract Period, and for the ninth, tenth, eleventh and twelfth Years of the Contract Period, if extended by agreement, the Annual Sum, the Detailed Rates and the default deductions for the purposes of this Condition 11 shall be adjusted by a proportion equivalent to the proportionate rise or fall between the Index prevailing for the month of January prior to the Commencement Date and the month of January prior to the first, and subsequent anniversaries referred to above thereof as the case may be.
- 11.8 Payments due to the Contractor after the Termination Date shall be paid by the Council but such payments shall be dependent on the satisfactory completion of the arrangements for handover required under Condition 36.
- 11.9 The payments made to the Contractor will be deemed to include all materials, equipment, travel costs, costs, parking charges, fees, charges, disbursements, expenses, materials and all other associated expenditure incurred in providing the Services. No claims for extra

payment will be considered as a result of the Contractor's lack of knowledge of site conditions.

12. VALUE ADDED TAX

- 12.1 Sums payable to the Contractor pursuant to this Contract are exclusive of any VAT.
- 12.2 The Council shall pay to the Contractor in the manner hereinafter set out any VAT properly chargeable on the supply by the Contractor of the Services.
- 12.3 The Contractor shall no later than the date for the submission of each account and supporting statement referred to in Condition 11 notify the Authorised Officer in writing in respect of the Services identified in the account and the supporting statement:
- (a) which part or parts of such Services are exempt from VAT;
 - (b) which part or parts of such Services bear a zero rate of VAT; and
 - (c) which part or parts of such Services bear a rate of VAT greater than zero, in each case specifying the exact rate chargeable.
- 12.4 Upon receipt of the Contractor's written notice under Condition 12.3, unless the Council objects to any part of such notice, the Authorised Officer shall calculate the amount of VAT due in accordance with the contents of such notice pursuant to Condition 12.2.
- 12.5 Upon receipt by the Contractor of any certificate made by the Council pursuant to Condition 11.3, being a certificate including VAT, the Contractor shall forthwith issue to the Council a tax invoice in such form as may be required by the Value Added Tax Act 1994 ("the Act") or any amendment or re-enactment thereof or by any regulations made thereunder.
- 12.6 If the Council objects to the VAT shown on the tax invoice and such objection cannot be resolved by the parties by agreement, the Council may require the Contractor to refer to the Commissioners of Customs and Excise ("the Commissioners") any dispute, difference or question in relation to any of the matters specified in Section 83 of the Act.
- 12.7 If the Contractor refers the matter to the Commissioners (whether or not under Condition 12.6 hereof) and the Council is dissatisfied with their decision on the matter the Contractor shall at the Council's request refer the matter to a Value Added Tax Tribunal ("the Tribunal") by way of appeal under Section 83 of the Act whether the Contractor is so dissatisfied or not. Should the Contractor be required to deposit a sum of money equal to all or part of the tax claimed under Section 84(3) of the Act, the Council shall pay an equivalent sum to the Contractor. The Council shall further reimburse the Contractor any costs or expenses reasonably and properly incurred in making the reference (less any costs awarded to the Contractor by the Tribunal).
- 12.8 Upon the final adjudication by the Commissioners or, in the event of a reference to the Tribunal, by the Tribunal, the Council shall pay the amount of the VAT adjudged due to the Contractor. Should the amounts already paid by the Council by way of monies required to be deposited by the Contractor with the Commissioners under Condition 12.7 exceed the VAT adjudged to be due, the Contractor shall forthwith repay such excess to the Council.

12.9 Notwithstanding any provision to the contrary in these Conditions the Council shall not be obliged to make any further payment to the Contractor if the Contractor is in default in providing the tax invoice referred to in Condition 12.5.

13. ASSIGNMENT AND SUB-CONTRACTING

13.1 Unless any Acts of Parliament, statutory regulations, orders or Codes of Practice state to the contrary, the Council shall not be entitled to assign the benefit of the Contract or any part thereof without the prior written consent of the Contractor which shall not be unreasonably refused withheld or delayed.

13.2 The Contractor shall not:

- (a) assign, transfer or novate the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof; or
- (b) sub-contract the provision of the Services or any part thereof to any person without the prior written consent of the Council, which consent shall be in the discretion of the Council and, if given, may be subject to conditions and shall not in any event relieve the Contractor of any liability or obligation under the Contract and the Contractor shall in any event be responsible for the acts, defaults or neglect of any sub-contractor or its employees, in all respects as if they were the acts, defaults or neglect of the Contractor and, without prejudice to the generality of the foregoing, provided that the Council shall be entitled to require as a condition of giving a consent to sub-contract, a direct deed of warranty and undertaking at the expense of the Contractor from the authorised sub-contractor to provide and carry out the part of the Services comprised in the authorised sub-contract.

13.3 No authorised sub-contractor shall assign transfer, novate or sub-contract the whole or any part of its sub-contract or the benefit or the advantage of the whole or any part of its sub-contract. The Contractor shall ensure that the terms of any authorised sub-contracting arrangement strictly prohibit any such activity by the sub-contractor.

13.4 Notwithstanding the generality of the aforesaid in this Condition 13, in the event of the Contractor approaching the Council with a request to sub-contract the provision of a part of the contract and/or the Services in accordance with 13.2(b), the Council shall be entitled to require in accordance with its procurement procedures that the Contractor seeks such numbers of tenderers as the Council stipulates including a tenderer or tenderers named by the Council and the Contractor shall accept the responding tenderer which the Contractor and the Council agree, both acting reasonably, will give best value for money.

14. CONTRACT MANAGER

14.1 The Contractor shall at all times during the Contract Period ensure that a suitably senior and competent person is appointed as the Contract Manager and is thereby empowered to act on behalf of the Contractor for all purposes connected with this Contract. The Contract Manager shall initially be the person proposed by the Contractor at the time of submission of its Tender. The Contractor shall immediately give notice of any subsequent proposed appointments with details of such person's qualifications, experience and training. Any person proposed to be appointed as Contract Manager must first be approved in writing by the Council, such approval not to be unreasonably withheld.

- 14.2 The Contractor shall inform the Council of the identity of any person proposed to act for any period as deputy for the Contract Manager before the start of that period. Any person proposed to be authorised to act as deputy for the Contract Manager must first be approved in writing by the Council, such approval not to be unreasonably withheld.
- 14.3 The Contract Manager or his appointed deputy shall be the authorised representative of the Contractor and as such is empowered on behalf of the Contractor for all purposes connected with the Contract. Any notice, information, instruction or other communication given or made to the Contract Manager or his deputy shall be deemed to have been given to the Contractor.
- 14.4 The Contractor shall ensure that at all times during the Contract Period:
- (a) the Contract Manager or his appointed deputy is available to be contacted at all times between 07:00 hours and 18:00 hours on each Working Day;
 - (b) there is a telephone number notified to the Authorised Officer in writing at which the Contract Manager or his authorised deputy may in emergencies be contacted at all times; and
 - (c) the Contractor shall liaise and co-operate and ensure that its Employees and supervisors shall liaise and co-operate with the Authorised Officer and comply with the Authorised Officers reasonable requests.
- 14.5 The Contract Manager shall inform the Council promptly and in writing of any instances of acts or omissions on the part of the Council or its employees which may prevent or hinder the Contractor from meeting its contractual obligations and the Council shall advise the Contractor of any action required to be taken by the Contractor in connection with such acts or omissions.

15. PERSONNEL

- 15.1 The Contractor shall at all times during the Contract Period ensure that sufficient numbers of personnel are available to provide the Services in accordance with the Specification (including during Employees' holiday or absence through sickness or otherwise).
- 15.2 Without prejudice to the obligation of the Contractor to provide sufficient competent staff, the Contractor shall ensure that a sufficient reserve of competent staff is available to supervise the Services to the Contract Standard during staff holidays or absence or other situations where the regular staff employed in the provision of the Services are absent or unavailable.
- 15.3 The Contractor shall, prior to the Commencement Date and throughout the Contract Period, engage in and about the provision of the Services only such persons as are careful, skilled, honest, experienced, and trained to the reasonable satisfaction of the Council in the work which they are to perform. In this respect the Contractor shall:
- (a) maintain a list; the "Training Record", showing by name and designation all Employees engaged in the performance of the Services showing any qualifications and experience that they hold relevant to the performance of the Services. The Training Record shall be made available for inspection whenever reasonably required by the Authorised Officer; and

- (b) institute and maintain a training programme, relevant to the performance of the Services, for National Vocational Qualifications (NVQs) open to all Employees engaged in the performance of the Services; and
- (c) ensure that at the end of the first Contract Year, at least 30% of Employees engaged in the performance of the Services have attained NVQ Level 2, or higher; and
- (d) ensure that at the end of the second Contract Year, at least 50% of the Employees engaged in the performance of the Services have attained NVQ Level 2, or higher; and
- (e) ensure that at the end of the third Contract Year, at least 75% of the Employees engaged in the performance of the Services have attained NVQ Level 2, or higher; and
- (f) ensure that at least 75% of the Employees engaged in the performance of the Services hold NVQ Level 2, or higher, accreditation throughout the subsequent years of the Contract.
- (g) National Vocational Qualifications will, in the main be in the area of Amenity Horticulture and Grounds Maintenance. There is scope also for NVQ's in other work areas due to the wide range of duties, including Ecological maintenance and litter clearing operations, that are included in the Contract. The intention is that the Contractor shall employ sufficient, and sufficiently skilled staff to undertake the required level of duties to the required standards at all times.

15.4 The Contractor shall, prior to the Commencement Date and throughout the Contract Period, engage in and about the provision of the Services sufficient numbers of Staff who have successfully completed the Cemeteries Operatives Training Scheme (COTS) in Health and Safety and the Burial Process. The Contractor shall ensure that at all times during the Contract Period that it employs sufficient staff (minimum of two) holding this accreditation to ensure that burials proceed without disruption. There are a number of further COTS courses available relating to grave digging services that include Manager's Awareness, Excavator Operation and Advanced Ground Support. The Contractor shall employ sufficient numbers of staff who have successfully completed these training modules to ensure the continuous availability of appropriately skilled staff. The Contractor shall include these training courses in its ongoing staff training and development plan.

15.5 When the Contractor is a Regulated Activity Provider as defined in the SVGA 2006, the parties acknowledge that the Contractor has ultimate responsibility for the management and control of the Regulated Activity (as defined by the SVGA 2006) provided under this Contract and for the purposes of the SVGA 2006.

15.5.1 The Contractor shall:

15.5.1.1 comply with all of its obligations under the SVGA 2006 including without limitation information sharing, ISA (as defined by the SVGA 2006) referral obligations and checking that a person is subject to monitoring;

15.5.1.2 ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check undertaken through the Criminal Records Bureau

including a check against the adults' barred list or the children's barred list, as appropriate;

- 15.5.1.3 monitor the level and validity of the checks under Condition 15.5.1.2 for each member of staff to ensure that these checks are renewed as and when required and at least every three years and the Authorised Officer shall verify the same on an annual basis;
- 15.5.1.4 not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he would not be suitable to carry out the Regulated Activity or who may otherwise present a risk to a recipient of the Services;
- 15.5.1.5 in accordance with the SVGA 2006, refer information about any person providing the Regulated Activity to the ISA where it removes permission for such person to provide the Services (or would have, if such person had not otherwise ceased to provide the Services) because, in its opinion, such person has harmed or poses a risk of harm to a recipient of the Services;
- 15.5.1.6 immediately provide the Council with all information that the Council may reasonably require to enable the Council to verify that the Contractor has satisfied its obligations under this Condition 15.5 and the SVGA 2006;
- 15.5.1.7 ensure that all personnel engaged in Regulated Activity act in accordance with the Council's Inter-Agency Guidelines for their protection detailed at Schedule 9;
- 15.5.1.8 ensure that all personnel working with or alongside children have regard to the need to safeguard and promote the welfare of children; and
- 15.5.1.9 ensure that, in discharging its obligation under Condition 15.5.1.8, all personnel working with or alongside children have regard to the Secretary of State's *Statutory Guidance on Making Arrangements to Safeguard and Promote the Welfare of Children under Section 11 of the Children Act 2004* and any further guidance issued by the Secretary of State pursuant to Section 11 of the Children Act 2004.

15.5.2 The Contractor warrants that at all times for the purposes of this Contract:

15.5.2.1 it is appropriately registered in relation to all persons who are or will be employed or engaged by the Contractor in the provision of the Services, and

15.5.2.2 it has no reason to believe that any such person:

- (i) is barred from the provision of the Services; or
- (ii) is not registered with the ISA,

in accordance with the provisions of the SVGA 2006 and any regulations made there under, as amended from time to time.

- 15.5A The Contractor shall ensure that it, and all personnel involved in providing the Services, act in accordance with the Council's Aggressive Persons Information Sharing Protocol attached at Schedule 9.
- 15.6 The Contractor shall provide the Authorised Officer with detailed information on its staff induction programme establishing that all staff employed on the Contract are fully conversant with the Contractor's detailed terms and conditions of employment, health and safety codes of practice, operating procedures etc. This programme shall be reviewed at regular intervals by the Contractor and copies of the amended programmes submitted to the Authorised Officer
- 15.7 The Contractor shall only employ persons in the provision of the Services who have satisfactory contracts of employment requiring them to work such hours, and to such standards as the Contractor reasonably requires in order to provide the Services to the Contract Standard on all Working Days. The Authorised Officer will not regard as satisfactory any contract of employment which:
- (a) is not written,
 - (b) contains unwritten provisions, or
 - (c) is not signed as accepted by the Employee, or
 - (d) fails to contain provisions requiring that Services are performed to the Contract Standard, or
 - (e) fails to require that the Employee shall work on any Working Day when reasonably required so to do by the Contractor.
- As reasonably required by the Authorised Officer, the Contractor shall:
- (a) disclose all contracts of employment to the Authorised Officer, and
 - (b) take all reasonable measures to vary, to the reasonable satisfaction of the Authorised Officer, any such contracts of service, notified to the Contractor, that the Authorised Officer reasonably considers to be unsatisfactory, and
 - (c) remove from the performance of the Services any such person on an unsatisfactory contract of service whose contract is not varied to the reasonable satisfaction of the Authorised Officer within twenty Office Days.
- 15.8 The Contractor shall ensure that every person employed by the Contractor in and about the provision of the Services is made aware of:
- (a) the task or tasks which that person has to perform;
 - (b) all relevant provisions of this Contract;
 - (c) all relevant policies, rules, procedures and standards of the Council;
 - (d) all relevant rules, procedures and statutory requirements concerning health and safety at work and the provisions of HSWA;

- (e) fire risks and fire precautions;
- (f) the need to maintain the highest standards of hygiene, courtesy and consideration;
- (g) the need to recognise situations which may involve any actual or potential danger or personal injury to any person at any site or location, where possible, without personal risk, to make safe such situations and forthwith to report such situations to the Authorised Officer (and, where such site or location belongs to the Council, to the member of the Council's staff with responsibility for such site or location).

15.9 The Contractor shall require all personnel that are to be involved in providing the Services to disclose any unspent convictions and inform the Council if anyone does disclose any unspent convictions and not to use any such person for the performance of the Services without the Council's consent.

15.10 The Contractor shall be entirely responsible for the engagement and conditions of its personnel and managers including, without limitation, the payment of remuneration.

15.11 With respect to the Contractor's performance of the Services:

15.11.1 the Authorised Officer may, to the extent necessary to preserve the standards and reputation of the Council, serve a notice on the Contractor instructing the Contractor to take disciplinary action or other action in relation to or alternatively remove from the provision of the Services any person employed or engaged in or about the provision of the Services by the Contractor (which for the avoidance of doubt shall include the Contract Manager or his deputy);

15.11.2 if the Contractor has not objected in writing within five Working Days of the date of the notice referred to in Condition 15.11.1, the Contractor shall take such disciplinary action or other action or remove such person from the provision of the Services within any time limit agreed by the Authorised Officer;

15.11.3 in the event that the person is removed from the provision of the Services in accordance with Condition 15.11.2, unless the Authorised Officer deems otherwise, the Contractor shall provide a suitable replacement within the time limit agreed by the Authorised Officer;

15.11.4 if the Contractor objects to the Council's notice in accordance with Condition 15.11.2, the parties shall meet in a good faith effort to resolve the difference. Any failure in resolving the difference shall be determined by the Expert in accordance with Condition 40; and

15.11.5 the Council shall in no circumstances be liable either to the Contractor or to such personnel in respect of any cost, expense, claim, proceeding, liability, loss or damage occasioned by such removal.

15.12 The Contractor:

15.12.1 in respect of any and all Employees, shall obtain evidence of the Employee's right to work in the United Kingdom by requesting sight of the original copies of such documentation and carrying out all relevant enquiries as required under section 15 of

the Immigration, Asylum and Nationality Act 2006 and the Immigration (Restrictions on Employment) Order 2007;

15.12.2 shall retain a copy of all documents and other evidence it obtains in connection with any Employee further to Condition 15.12.1 for a minimum period of two (2) years (“the Retention Period”) and shall seek the Employee's consent to provide the Council access to such documents on the written request of the Council to ensure compliance with Condition 15.12.1 in relation to the Services. At the end of the Retention Period, the Contractor shall retain a written record confirming that such documents were obtained and the date upon which they were obtained;

15.12.3 acknowledges that, for the purposes of Condition 15.12.2 it will be acting as Data Controller (as defined in the Data Protection Act 1998) where any information, in relation to any Employee, will be passed to the Council and that it will take all such measures and endeavour to obtain any consents from the Employee as may be required to ensure compliance with the Data Protection Act 1998; and

15.12.4 will procure that where a sub-contractor engaged by the Contractor to perform any part of the Services employs or engages an employee that such sub-contractor complies with the terms of Condition 15.12.1 to 15.12.3 as if the obligations of the Contractor were obligations of the said sub-contractor.

15.13 The Contractor shall prepare a schedule of routine operations for the operation of Services within three (3) months from the Commencement Date which shall be available for reference by the Authorised Officer and the Contractor’s Employees at the depot or such other place that the provision of these Services are provided.

15.14 The Contractor shall provide and ensure that all and any of its Employees, who are at any premises of the Council or meeting other persons in the course of the provision of the Services, shall wear such identification (including photographic identification) as may be specified by the Authorised Officer and shall disclose their identity and status as an Employee of the Contractor and shall not attempt to avoid so doing.

15.15 The Contractor and its personnel shall, if so required, sign in and out when visiting any of the Council’s land or buildings.

15.16 All monies or other items of value found by the Contractor’s Employees at any Council premises, shall be handed to the officer in charge of the premises, or the Authorised Officer, as soon as reasonably practicable; and a written receipt shall be provided by the Council.

15.17 At the expiry of the Contract Period or upon the termination of the Contract in accordance with the Conditions, whichever shall first occur, the Council shall be entitled to offer employment to any person employed by the Contractor in the performance or supervision of the Services and in the event of such person accepting employment with the Council, the Contractor shall forthwith release such person from all contracts or service without any payment being made to the Contractor by either the Council or the Employee.

16. SUPERVISION OF PERSONNEL

16.1 The Contractor shall provide sufficient qualified managers and senior staff to ensure that the Contractor’s personnel engaged in the provision of the Services are at all times adequately

supervised and properly perform their duties to the Contract Standard. Such managers and senior staff must be sufficiently skilled, trained and instructed with regard to all matters relevant to the Services. The Contractor shall prior to the Commencement Date and throughout the Contract Period keep the Council informed of any changes in such managers and senior staff from time to time.

- 16.2 The Contractor shall ensure that staff engaged in the supervision of the Contractor's Employees have a thorough knowledge of normal operating and emergency action procedures and all potential risk factors.
- 16.3 All the Contractor's personnel engaged in and about the provision of the Services shall be under the control and direction of the Contractor's own managers. The Contractor shall ensure that the Services are provided to the Contract Standard, including completeness of coverage and consistency of quality.

17. HEALTH AND SAFETY AT WORK

- 17.1 The Contractor shall at all times comply with the following health and safety requirements ("the H&S Requirements"), and all subsequent amendments thereof, and all such new requirements as may come into force or being:
- (a) The HSWA;
 - (b) The Management of Health and Safety at Work Regulations 1999;
 - (c) The Construction (Design and Management) Regulations 2007;
 - (d) The Food and Environment Protection Act 1985;
 - (e) The Electricity at Work Regulations 1989;
 - (f) The Workplace (Health, Safety and Welfare) Regulations 1992;
 - (g) All other Acts, Regulations, Orders or rules of law pertaining to health and safety;
 - (h) Approved Codes of Practice and Guidance Notes issued by the Health and Safety Executive; and
 - (i) The Council's own Health and Safety policy.
 - (j) Lifting Operations and Lifting Equipment Regulations 1998;
 - (k) Personal Protective Equipment at Work Regulations 1992;
 - (l) Provision and Use of Work Equipment Regulations 1998;
 - (m) The Work at Height Regulations 2005;
 - (n) The New Roads and Street Works Act 1991;
 - (o) The Highways Act 1980;

- (p) The Traffic Management Act 2004.
- 17.2 The Contractor shall have in place throughout the Contract Period adequate and appropriate organisation and arrangements in accordance with its written policy to safeguard the health, safety and welfare of its Employees and, to the extent applicable to its activity, that of Council's employees and any other person affected, including members of the public.
- 17.3 The Contractor shall provide the Council with satisfactory evidence of the policy and arrangements, copies of risk assessments relating to this or similar work stating the risk control measures employed and any other health and safety documentation or information deemed reasonably necessary by the Council prior to and/or during the Contract Period. Health and safety shall always be a subject at performance review meetings held under Condition 9 and the Contractor shall ensure that any accidents, incidents, near misses and risk assessments are reported at these meetings. In the case of accidents the Contractor shall ensure that all accidents are reported to the Authorised Officer without delay and as soon as is practicably possible after the accident.
- 17.4 For the avoidance of doubt failure to comply with Conditions 17.1 to 17.3 to the Council's reasonable satisfaction will be considered to be a breach of the Contract and the Council reserves the right to take whatever action is appropriate in the circumstances.
- 17.5 The Contractor shall ensure that all persons who are at work (as defined in the HSWA) in connection with this Contract shall comply with the H&S Requirements. The Contractor shall, at regular intervals, carry out health and safety hazard inspections and risk assessments, which shall be properly recorded with details of remedial actions and timescales.
- 17.6 If at any time the Authorised Officer reasonably considers that the Contractor has failed to comply in any material respect with H&S Requirements are not being complied with he/she shall be entitled to do either or both of the following:
- (a) to instruct the Contractor to cease to carry out the Services (or a specified part thereof) either immediately or within a specified period of time; and/or
 - (b) to instruct the Contractor to take specified steps to secure compliance with the H&S Requirements, or to comply with advice or requirements of the Health and Safety Executive or a proper officer thereof.
- 17.7 The Contractor shall inform the Authorised Officer forthwith upon complying with any such instruction given under Condition 17.6 and if the Authorised Officer subsequently confirms in writing that he/she is reasonably satisfied that the Contractor has so complied, the Contractor shall recommence to provide the Services.
- 17.8 For the avoidance of doubt, all instructions given and works undertaken in order to secure compliance with this Condition 17 shall be deemed not to require or involve a modification under Condition 10, or under any other provision of this Contract. The Contractor shall not be entitled to any payment either for Services not carried out whilst complying with such an instruction, or for any additional work or accumulation of tasks or variation of the programme arising out of, or in connection with, any such instruction.
- 17.9 The Contractor shall maintain a record (the "Accident Book") and investigate the circumstances of all accidents, injuries, fatalities and dangerous/potentially dangerous incidents to his employees and to the public as a result of his performance of the Services as specifically

required by HSWA under The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 and notify the Health and Safety Executive accordingly. In addition the Contractor shall report any defined accident to the Authorised Officer as soon as practicable, and in any case within two days of such accident. In the case of fatalities or incidence of life threatening accidents the Contractor will notify the Authorised Officer of the circumstances immediately.

- 17.10 The Contractor will indemnify the Council against any breach of the H&S Requirements.
- 17.11 In the event that the Contractor fails or defaults in complying with this Condition 17, then the provisions of Condition 34 (Default in Performance) and Condition 35 (Termination) may be applied without prejudice to any other rights the Council may have against the Contractor. Any costs, expenses, liabilities or damages incurred by the Council as a consequence thereof, including the reasonable time spent by the Council's officers as a result of the default or failure, may be deducted from any sums due (or to become due) to the Contractor under this Contract, or shall be recoverable from the Contractor by the Council as a debt.

18. UNIFORMS AND IDENTIFICATION

- 18.1 The Contractor shall ensure that staff employed on the Contract shall wear a uniform, such uniform to be approved by the Authorised Officer in advance of it being issued, and to meet the requirements of HSWA and all other applicable legislation.
- 18.2 Where the nature or the place of any duties upon which the Contractor's Employees shall be engaged in the provision of the Services make the wearing of any special or protective clothing and footwear necessary or appropriate, the Contractor shall provide and shall require his Employees to wear such clothing or footwear. Where the Council's policies, rules, procedures, or standards require any special or protective clothing or footwear to be worn, the Contractor shall ensure that such clothing or footwear is provided for and worn by the Contractor's Employees. Such special or protective clothing or footwear shall be maintained and replaced as necessary by the Contractor.
- 18.3 No item of clothing or uniform worn by Employees on the Contract shall bear any advertising matter of any sort without the prior written consent of the Authorised Officer,
- 18.4 The Contractor shall ensure that all of his employees engaged in the performance of the Services shall carry a form of identity approved by the Authorised Officer bearing a recently taken full face photograph of the bearer and make such form of identity available for inspection on request by an officer of the council who similarly discloses his identity or if requested by a member of the public.
- 18.5 When requested to do so or when communicating with other persons as a representative of the Contractor all persons employed by the Contractor in the performance of the Services shall disclose their identity and shall not attempt to avoid so doing.

19. PREMISES

- 19.1 The Contractor shall at all times during the Contract Period use such premises as are necessary for the proper performance of the Services to the Contract Standard. The Services may be provided from locations of the Contractor's choice, provided that the Contractor can, at all times, deliver the Services and satisfy the Authorised Officer that the Services can be provided to the Contract Standard. The premises shall be both safe and secure for users of

the Services, the Contractor's staff, Council employees and other persons and which provide adequate security arrangements to safeguard the Council's assets and interests.

- 19.2 The Contractor shall at all times keep the Authorised Officer informed as to the location from where the Services are being provided.
- 19.3 The Contractor shall at all times permit the Authorised Officer, the Council's internal and external auditors, and the Audit Commission for Local Authorities and the National Health Service in England, access to all premises occupied for the purposes of this Contract (whether or not the subject of a lease or licence from the Council) and shall ensure that adequate accommodation and facilities are available, as and when required, to facilitate such visits. The Authorised Officer will give reasonable notice of such access requirements except where it is deemed appropriate by the Authorised Officer to gain immediate access, but this will be subject to normal protocol being observed.

[NOTE TO TENDERER'S: 19.4 SHALL ONLY BE INCLUDED IF THE CONTRACTOR IS TO TAKE LEASES OF THE COUNCIL'S PREMISES]

- 19.4 The Council shall grant and the Contractor shall take a lease ("the Lease") of the Council's Premises described in Schedule 7 and in the form of lease set out in that Schedule for a term commencing on the Commencement Date upon the terms and subject to the yearly rent of a peppercorn per annum (if demanded) and other covenants in the said form of lease and the grant of the Lease shall be subject to the following provisions:
- (a) the Contractor will take up on the Commencement Date the Lease in the exact form of the lease set out in Schedule 7 in respect of which no omission or alternative will be accepted
 - (b) [so far as they are not varied or inconsistent with the conditions of this sub Condition the National Conditions of Sale (20th Edition) shall be deemed to be incorporated herein save that Conditions 16 (2), 16 (3), 22 (2) and 22 (3) of the said National Conditions shall not apply.]
 - (c) The grant of the Lease shall be completed at the offices of the Council's Solicitor and on completion vacant possession shall be given to the Contractor and the Contractor shall execute a counterpart lease(s) which shall be in the form of the Lease(s)
 - (d) The agreement contained in this Condition shall not and shall not be deemed to operate as a demise of the Council's Premises or any part thereof and until the Lease is granted any occupation of the Council's Premises by the Contractor shall be deemed to be that of a bare licensee only.
 - (e) The Council hereby grants to the Contractor a licence to occupy the Council's Premises pending the grant of the Lease(and subject to the Contractor paying to the Council a licence fee equivalent to the rent that would have been payable had the said Lease been granted on the day and in the manner provided for by the said Lease until such time as the Lease(s) is completed or this agreement is discharged. In addition the Contractor shall be responsible for all other payments, obligations and outgoings provided for under the said Lease(s) as if the same had been granted.

- (f) The Contractor confirms that in respect of the Lease before the date of this agreement:
 - (1) The Council served a notice in duplicate dated (“the Notice”) on the Contractor in accordance with Section 38A(3)(a) of the Landlord and Tenant Act 1954 (“the 1954 Act”).
 - (2) the Contractor (or a person duly authorised by the Contractor) made a statutory declaration dated (“the Declaration”) confirming receipt of the Notice in accordance with Schedule 3 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 (“the 2003 Order”).
 - (3) The Contractor further confirms that where the Declaration was made by a person other than the Tenant that person was duly authorised by the Contractor to make the Declaration on behalf of the Contractor.
- (g) The parties agree that Sections 24 to 28 (inclusive) of the 1954 Act will not apply to the tenancy created by the Lease.
- (h) The Contractor hereby confirms and warrants to the Council that it has no interest in the premises or any part thereof except and to the extent to which such interest arises under this Contract.
- (i) The Contractor shall not use any part of any premises in respect of which a lease has been granted by the Council to the Contractor for any purpose other than that of the Contractor’s performance of this Contract, save with the prior written consent of the Authorised Officer.
- (j) If required to do so in writing by the Authorised Officer, the Contractor shall surrender the Lease and deliver up possession of the premises to the Council in accordance with the provisions of the Lease.

19.5 The Contractor shall at its own expense put and keep all premises (including any Plant or equipment, external areas, gates or fencing at such premises) occupied for the purposes of this Contract (whether the subject of a lease from the Council or not) in good and serviceable repair and in such condition as is commensurate with the proper performance by the Contractor of its obligations under this Contract. The Contractor shall at its own expense ensure all premises are at all times kept free from graffiti, and fly-tipping and where necessary shall arrange for the removal of the same.

19.6 The Authorised Officer shall be entitled to serve upon the Contractor a notice in writing requiring the Contractor, within a stated period, such period to be reasonable in the circumstances, to put any such premises into such condition as is reasonably required by Condition 19.5 above and the Contractor shall immediately upon receipt of such notice cause all necessary services to be carried out to comply with such notice. In the event of the Contractor failing to carry out such services, the Council, having given notice to the Contractor shall be at liberty to have such services carried out by such persons as it may choose and the Contractor shall pay to the Council such sum as the Authorised Officer shall certify to have been the cost of executing such services.

20. PLANT, VEHICLES AND MACHINERY

- 20.1 The Contractor shall provide and maintain, at all times during the Contract Period and at its own expense, all such Plant including equipment, vehicles, machinery and materials as are necessary for the provision of the Services to the Contract Standard.
- 20.2 All Plant employed by the Contractor in the performance of the Services at any time must be either owned by or leased to the Contractor or hired by the Contractor pursuant to a contract of simple hire and not hire-purchase which contract must contain a condition permitting the Contractor to assign the benefit of such contract to the Council.
- 20.3 The Contractor shall at all times be fully responsible for the payment of all licensing fees, taxes and insurances required in connection with or arising out of the possession or use of all Plant employed in the performance of the Services.
- 20.4 The Contractor shall put and keep all Plant employed in the performance of the Services at all times in good and serviceable repair and in such condition as is commensurate with the proper performance by the Contractor of his obligations under this Contract. All Plant employed on the Contract shall be of types suitable for the intended purpose and shall be fitted with all guards and any other safety devices as originally fitted by the particular manufacturer and/or required by HSWA.
- 20.5 At the start of the Contract, the Contractor shall provide the Authorised Officer with a complete listing of all Plant employed on the Contract whether owned, leased or hired. This listing shall detail make, type, unique identifying marks, and any other information reasonably required by the Authorised Officer and shall be regularly amended throughout the Contract Period to keep the Authorised Officer aware of the constituent items of the Contractor's Plant. The Contractor should note that failure to provide this information shall be treated as an omission or deficiency and will be subject to the provisions of Condition 34.
- 20.6 The Contractor shall at all times permit the Authorised Officer access to all Plant employed for the purposes of this Contract. The Authorised Officer shall be entitled to serve upon the Contractor notice in writing requiring the Contractor to put any item of Plant into such condition as is required by Condition 20.4 above and the Contractor shall immediately upon receipt of such notice cause all necessary works to be carried out to comply with such notice. In the event of the Contractor failing to carry out such works, the Council shall be at liberty to have such works carried out by such persons as it may choose and the Contractor shall pay to the Council such sum as the Authorised Officer shall certify to have been the cost of executing such works.
- 20.7 The Contractor shall maintain for three years all service, inspection, safety records, etc of all Plant employed on the Contract and such records shall include all formal certificates and other documentation required under applicable legislation. The Contractor shall at all times permit the Authorised Officer access to all such records and shall provide copies on a monthly basis, or as reasonably required by the Authorised Officer, of such records as the Authorised Officer shall specify.
- 20.8 The Contractor shall cause all Vehicles and plant employed on the Contract to bear the Corporate colour, words, devices and/or insignia of Wandsworth Borough Council and the Contractor's logo in such a manner as shall be determined by the Council's Corporate Design Service. On request the Authorised Officer may allow a derogation of the requirement for hired vehicles and plant to be in the corporate colour but may require that approved signs are displayed.

- 20.9 No item of vehicles and plant employed on the Contract shall bear any advertising matter of any sort without the prior written permission of the Authorised Officer.
- 20.10 The Council shall be entitled at its own expense to place information about the Services under this Contract or other Council services on any such vehicle or plant employed on the Contract,
- 20.11 The Council shall be entitled at its own expense to place sponsorship and/or advertising logos on any vehicles and plant employed on the Contract and retain any revenues obtained from such logos,
- 20.12 The emissions from any Vehicles and Plant employed on the Contract shall be such as that each item of Vehicles and Plant conforms or exceeds the “Euro 5” standard set by the European Commission or such higher standards as shall be specified by the Contractor in the Method Statement or required by law. Unless otherwise approved by the Authorised Officer, all petrol used shall be “lead-free” and “low sulphur” and diesel shall be “low sulphur”.
- 20.13 The Contractor shall be responsible for the security of all equipment and materials used by the Contractor in connection with the provision of the Services and the Council shall be under no liability in respect thereof.
- 20.14 The Contractor shall provide throughout the Contract Period, at its own expense, telephone lines and equipment dedicated to staff employed on the provision of the Services and shall provide and operate facsimile facilities capable of communicating with the Council’s and Council’s contractors’ offices for the transmission and receipt of document copies.

21. HAZARDOUS MATERIALS

- 21.1 The Contractor shall ensure that all hazardous materials or equipment, whether provided by the Council or by the Contractor, are kept under proper supervision whilst on Council premises or otherwise under the Contractor’s control. All such materials shall be properly and clearly labelled in accordance with the Chemicals (Hazard Information and Packaging for Supply) Regulations 2002 and shall not be left unattended at any time during the course of any work being undertaken, except when properly stored. For these purposes hazardous materials shall include any substances which are generally considered to be hazardous or are notified to the Contractor in writing by the Authorised Officer.
- 21.2 Without limitation to the requirements in Condition 21.1, the Contractor shall ensure that all of its staff are aware of and comply with the Control of Substances Hazardous to Health Regulations 2002.
- 21.3 The Contractor shall ensure that any hazardous materials are transported in accordance with the Carriage of Dangerous Goods by Road Regulations 1996 and where any hazardous materials are disposed of this shall be in accordance with the rules and regulations made under these Regulations.
- 21.4 Where the Contractor discovers, or in the course of carrying out the Services is directed to, any substance on any premises or land, which he considers may be hazardous material, then the Contractor shall ensure that the material is kept under proper supervision and not left unattended at any time whilst he complies with the requirements in the Specification

concerning hazardous waste or seeks any reasonable directions from the Authorised Officer concerning such material.

22. INSTRUCTIONS AND COMMUNICATION

- 22.1 All instructions from the Authorised Officer with regard to this Contract shall be issued to the Contractor in writing or, if given verbally, shall be confirmed in writing within ten Working Days.
- 22.2 Instructions from the Authorised Officer will normally be sent by first class post, facsimile, electronic mail or by hand. Unless other means are agreed with the Authorised Officer, the Contractor shall use similar means for his written communication with the Authorised Officer.
- 22.3 All communications whether oral or written between the Contractor and the Authorised Officer, or between the Contractor and any third party on behalf of the Authorised Officer, shall be conducted in the English language.

23. DATA PROTECTION & FREEDOM OF INFORMATION ACTS

- 23.1 The Contractor shall comply with all obligations under the Data Protection Act 1998 and any subsequent statute, orders or regulations insofar as performance of the Services gives rise to obligations thereunder.
- 23.2 The Contractor shall provide the Authorised Officer with such information as the Authorised Officer may need to satisfy him/herself that the Contractor is complying with its obligations under the said Data Protection Act 1998 including (but not limited to) a copy of the Contractor's registration under the Data Protection Act 1998.
- 23.3 The Contractor acknowledges that the Council is subject to obligations under the Freedom of Information Act 2000 ("FOIA"), the Environmental Information Regulations 2004 ("EIR"), the SVGA 2006 and any subordinate legislation made under these Acts or Regulations from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation and shall assist and co-operate with the Council (at the Contractor's expense) to enable the Council to comply with its obligations under such legislation.
- 23.4 The Contractor shall and shall procure that its sub-contractors shall provide the Council with a copy of any requested information under Condition 23.3 within 5 Working Days from the Council's request and to provide all necessary assistance as reasonably requested by the Council to enable it to comply with its obligations under the FOIA, EIR or SVGA 2006.
- 23.5 The Contractor acknowledges that the Council may, acting in accordance with the Department for Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, the FOIA, EIR, or the SVGA 2006, disclose information:-
- a) without consulting with the Contractor; or
 - b) following consultation with the Contractor and having taken its views into account.

- 23.6 The Contractor shall ensure that all information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Council to inspect and copy such records as requested from time to time.
- 23.7 The Contractor acknowledges that any lists or schedules provided by it outlining confidential information are of indicative value only and that the Council may nevertheless be obliged to disclose confidential information in accordance with Condition 23.5.

24. RECORDS

- 24.1 The Council shall retain title to all Council Data supplied to or compiled or obtained by the Contractor. The Contractor shall carefully safeguard all Council Data in relation to their security, authenticity, confidentiality and accuracy throughout the Contract Period and either pass all Council Data to the Council or, if so directed by the Authorised Officer, ensure their confidential destruction at the end of the Contract Period or earlier if the Authorised Officer reasonably considers that their lodging with the Contractor is no longer necessary for the fulfilment of the Contract. The return or destruction of such records shall be at the Contractor's expense.
- 24.2 The Contractor shall maintain adequate records, in accordance with best professional practice, of all work carried out in respect of the Services. These records shall be kept in a secure and confidential manner and shall be made available for inspection on demand during normal business hours by the Authorised Officer and/or the Council's internal and/or external auditors as and when they shall require.
- 24.3 The Contractor shall maintain adequate procedures to reconstruct Council Data that is in computer readable forms swiftly in the event of site disaster or systems failure. The Contractor shall co-operate with the Council and its consultants in any enquiries they may make to be satisfied that such arrangements are adequate and shall comply with any reasonable requirements by the Council in connection with this.
- 24.4 The Contractor shall provide the Authorised Officer, the Council's internal and/or external auditors and the Local Government Ombudsman with full access on demand during normal business hours to examine and copy all correspondence, records, documentation and files created in the provision of the Services, whether stored on paper, microfiche, computer software or other medium.
- 24.5 The Contractor shall comply with all requests for assistance from the Council in respect of audits and other inspections relating to the Best Value Duty and the performance of the Services.
- 24.6 The Contractor shall provide whatever assistance the Authorised Officer may reasonably require in exercising any right under this Condition 24 including, but not limited to, giving the Authorised Officer access to the Contractor's premises.

25. PAYMENTS TO THE COUNCIL/INTEREST ON LATE MONIES/CHARGES

- 25.1 All monies received by the Contractor which are due to the Council shall be remitted to the Council within two Working Days of receipt (or such other period as stated in the

Specification), together with a description of the source of the monies, in such form and containing such details as prescribed by the Authorised Officer from time to time.

- 25.2 Where the Contractor fails to pay any monies to the Council before the time stated by the Authorised Officer the Contractor shall be liable to pay to the Council interest at the rate of 4% above Barclays Bank Plc base rate for the time being per annum pro rata for each day or part thereof until the monies are paid to the Council. If the said base rate is abolished or should otherwise cease to exist then it shall be replaced in this Contract by the nearest comparable rate which, in the event of dispute, shall be determined by the Expert in accordance with Condition 40.
- 25.3 Except where expressly authorised by this Contract or where the Authorised Officer has given his/her express written authority or instructions to the contrary, the Contractor shall not make any charges to the other party to any transaction forming part of the Services in respect of any work carried out by the Contractor pursuant to this Contract.

26. ROYALTIES, PATENT RIGHTS AND INTELLECTUAL PROPERTY RIGHTS

- 26.1 The Contractor shall not in connection with the Contract use, manufacture, supply or deliver any process, article, matter or thing, the use, manufacture, supply or delivery of which would be an infringement of any patent or patent rights or any other intellectual property rights and the Contractor shall indemnify the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses which the Council may sustain, incur or be put to by reason or in consequence directly or indirectly of any breach of this provision (whether wilful or inadvertent) and against the payment of any royalties or other monies which the Council may have to make to any person or body entitled to patent rights or any other intellectual property rights in respect of any process, article, matter, or thing used, manufactured, supplied or delivered by the Contractor in connection with the Contract.
- 26.2 All intellectual property rights (this expression used in this Condition 26 includes any patent, patent application, know-how, trademark or name, service mark, design right, registered design, copyright or other similar industrial or commercial right) in all documents and drawings prepared and provided by the Council to the Contractor in connection with the performance of the Services shall remain vested in the Council.
- 26.3 All intellectual property rights in all documents and drawings prepared by the Contractor in performance of the Contract shall vest in the Council whether or not derived from the documents under Condition 26.2.
- 26.4 In the event that the documents and materials produced, as referred to in Condition 26.3 shall contain and/or make use of any software not originating from the Contractor, then the Contractor hereby grants the Council an unlimited licence to use and reproduce that part of the documents or material without payment or fee. The Contractor warrants to the Council that they have the authority to grant such a licence to the Council.

27. CONFIDENTIALITY

- 27.1 The Contractor shall not without the prior written consent of the Authorised Officer during the Contract Period or at any time thereafter make use of for its own purposes, or disclose to any person (except as may be required by law), this Contract or any information contained therein

or in any Council Data that the Council provides or the Contractor generates pursuant to or in connection with this Contract, all of which information shall be deemed to be confidential.

- 27.2 The Contractor shall not and shall ensure that its Employees do not divulge to any third party any information, including but not limited to Council Data, which comes into its or their possession in the course of providing the Services without the prior express written consent of the Authorised Officer.
- 27.3 If the Contractor shall appoint a sub-contractor with the consent of the Authorised Officer, the Contractor may disclose relevant confidential information or Council Data to the sub-contractor provided that the sub-contractor gives the Council an undertaking to comply with the confidentiality requirements of the Contract.
- 27.4 The Contractor's obligations as to confidentiality shall survive any termination of this Contract.
- 27.5 The Contractor shall indemnify and keep indemnified the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Contractor of this Condition 27.

28. CONFLICT OF INTEREST

- 28.1 The Contractor shall not, unless otherwise authorised in writing by the Authorised Officer, accept instructions from any person on any matter in relation to which, or in relation to any aspect of which, the Contractor knew, or ought reasonably to have known, that the Council is likely to exercise, or is considering exercising, any of its powers or duties.
- 28.2 The Contractor shall notify the Authorised Officer immediately of any actual or potential conflict of interest between the Council and any other customer or client (or prospective customer or client) of the Contractor which may arise in connection with the Services. The Authorised Officer will as soon as possible either withdraw the instruction giving rise to the difficulty or agree with the Contractor either that no conflict exists or an acceptable method of averting it.
- 28.3 Where the provisions of Services, or any part thereof, has commenced but the Contractor has (or ought reasonably to have) detected and notified the Authorised Officer of an actual or potential conflict of interest the Authorised Officer shall be entitled to instruct the Contractor, by a modification in accordance with Condition 10, to cease providing that element of the Services.
- 28.4 The Council's payment to the Contractor corresponding to the ceased part of the Services under Conditions 28.2 and 28.3 shall cease and the Council may also recover from any sum due to the Contractor all costs reasonably incurred by the Council in respect of the provision of that part of the Services by the Council or by a third party for like or similar Services to the extent that such costs exceed the payment which would have otherwise been payable to the Contractor for such part of the Services. The amount of any such deduction shall be certified by the Authorised Officer and a copy of such certificate shall be sent to the Contractor. Any dispute over the amount or the reasonableness of the deduction shall be referred for determination by the Expert in accordance with Condition 40.
- 28.5 The Contractor shall have committed a substantial breach of this Contract if it fails to provide all or any part of the Services, when instructed to do so, by reason of having accepted

instructions without the written authority of the Authorised Officer as required by Condition 28.1

29. PROBITY AND INDUCEMENTS

- 29.1 The Contractor shall not offer, or give or agree to give, to any person, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of this Contract, or any other contract with the Council, or for showing or forbearing to show favour or disfavour to any person, in relation to this Contract or any other contract with the Council. Nor shall any like act be done by any person employed by the Contractor or acting on its behalf (whether with or without the knowledge of the Contractor); nor in relation to this Contract or any other contract with the Council shall the Contractor or any other person employed by it or acting on its behalf commit any offence under the Prevention of Corruption Acts 1889 to 1916 or give any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.
- 29.2 The Contractor shall not, whether itself or by any partner or director engaged in the provision of the Services, or by any person employed by it to provide the Services, solicit or accept any gratuity, tip or any other form of money, taking or reward, collection, or charge for any part of the Services other than charges properly approved by the Council's Head of Audit in accordance with the provision of this Contract.
- 29.3 The Contractor shall immediately report to the Council's Head of Audit any attempt at bribery, corruption or improper conduct which comes to the Contractor's attention in connection with the Services. Such report shall be made verbally or by facsimile transmission in the first instance, followed by written confirmation. The Contractor shall co-operate with, and provide statements or other evidence required by, the Council, its internal auditors and external auditors, the police or any other competent authority responsible for investigating any possible irregularities connected with this Contract.
- 29.4 If the Contractor shall become aware of, or suspect (or ought reasonably to have become aware of, or suspected) any irregularity with regard to any transaction involving the Council, the Contractor shall immediately notify details of that irregularity to the Council's Head of Audit, whether or not the Contractor is currently instructed in the matter concerned.
- 29.5 The Contractor shall maintain a policy and procedure for "whistle blowing" in accordance with its Method Statement and shall take all reasonable steps to ensure that all of its personnel engaged in the provision of the Services are aware of and encouraged to apply and follow in relevant circumstances such policy and procedure.

30. LIABILITY OF CONTRACTOR

- 30.1 The Contractor shall fully and promptly indemnify the Council against any liability to any person whatsoever, arising out of or connected with the performance of the Services or this Contract generally, including any default, act or omission of any Employees howsoever such liability may arise.
- 30.2 The Contractor shall fully and promptly indemnify the Council in respect of any damage caused to any land, building or chattel in the ownership, occupation or possession of the Council by any employee or agent of the Contractor (whether such damage be caused by negligence or in any other way whatsoever).

- 30.3 The Contractor shall fully and promptly indemnify the Council and all persons concerned in respect of any personal injury caused to any employee of the Council by any Employee or agent of the Contractor (whether such injury be caused by negligence or in any other way whatsoever).
- 30.4 The Contractor shall comply with all legal and statutory requirements applicable to the provision of the Services and shall indemnify the Council against all actions, claims, demands, proceedings, damages, costs and expenses whatsoever in respect of any breach by the Contractor of such legal and statutory requirements.
- 30.5 Provided always that Conditions 30.1 to 30.4 inclusive shall not apply in respect of any liability to any person, damage to any land, building or chattel or any personal injury caused solely by the Council's negligent or wilful act or omission or breach of this Contract.

31. INSURANCE

- 31.1 The Contractor shall at all times maintain in force such policies of insurance with reputable insurers or underwriters as shall fully insure and indemnify the Contractor against liability:
- (a) to the Council and to any employee of the Council;
 - (b) to the Employees of the Contractor (Employers Liability Compulsory Insurance Act 1969); and
 - (c) to any other person (Public Liability Insurance).

In respect of Conditions 31.1 (a) and 31.1 (c) the insurance cover shall not be less than £5,000,000 (five million pounds) in respect of any one incident or such greater sum as the Authorised Officer may from time to time reasonably specify or as may be required by law. In respect of Condition 31.1 (b) the insurance cover shall not be less than £10,000,000 (ten million pounds) or such greater sum as may be required by law.

- 31.2 Such insurance shall have the interest of the Council endorsed (or an Indemnity to Principal clause) on the policy and the Contractor shall duly pay all premiums therefor and produce to the Council on request receipts therefor and shall not do or suffer or permit anything to be done which might prejudice the policy.
- 31.3 All monies which may at any time be received or receivable under any such insurance shall be applied in replacing or repairing the item of Plant lost or other items, damaged or destroyed or in such other manner as the Council may direct.
- 31.4 The Contractor shall upon request by the Authorised Officer disclose to the Authorised Officer all such policies of insurance, cover notes, premium receipts or other documents as the Authorised Officer may require from time to time and shall, if so requested furnish the Authorised Officer with copies of any such documents.
- 31.5 The Authorised Officer shall be entitled to notify the Contractor in writing that in the opinion of the Authorised Officer any such policy of insurance does not effect sufficient cover to comply with the Conditions and to require the Contractor to effect such insurance as will so comply. Upon receipt of such notice, the Contractor shall forthwith procure and effect such insurance as the Authorised Officer shall require and in default the Authorised Officer may

him/herself cause such insurance to be effected whereupon the Contractor shall pay to the Council such sum as the Authorised Officer shall certify as being the cost to the Council of effecting such insurance.

- 31.6 The Contractor shall at the request of the Authorised Officer, in the places and in a form approved by the Authorised Officer, arrange for notices to be permanently displayed giving information as to how insurance claims in respect thereof may be made.
- 31.7 The Contractor shall deal with any complaints and/or claims received from whatever source in a prompt, courteous and efficient manner. The Contractor shall acknowledge receipt of any claim within seven days of receipt and shall pass full details of any claim to its insurers within 21 days of receipt or within such shorter time as may be required under the terms of the relevant insurance. The Contractor shall keep a written record of all claims received and of the action taken in relation to such claims. Such records shall be kept available for inspection by the Authorised Officer at all reasonable times. The Contractor shall notify the Authorised Officer in writing within seven days of all claims received and of all steps taken in response thereto.
- 31.8 The provisions of Conditions 31.6 and 31.7 are without prejudice to any provisions concerning claims set out in these Conditions or the Schedules.
- 31.9 The Contractor shall ensure that any sub-contractors of the Contractor maintain like insurance cover to that required to be maintained by the Contractor under this Contract and such other insurance cover as may from time to time be reasonably required by the Council.

32. PERFORMANCE BOND/PARENT COMPANY GUARANTEE

[To be amended on award]

EITHER

- 32.1 Within 14 days of receipt of the Council's written acceptance of the Contractor's Tender the Contractor shall from the Commencement Date at its own expense provide a performance bond (in the form of the draft performance bond contained within the Tender Documents) from a bank or insurance company approved by the Council in the sum of £300,000 (three hundred thousand pounds) and shall ensure that such bond remains in force throughout the Contract Period and for so long thereafter as is necessary to meet its full financial obligations to the Council. The Contractor warrants and represents to the Council that a Surety acceptable to the Council has agreed to provide the Performance Bond in the terms set out in the Tender Documents.

OR

- 32.1 If the Contractor is a subsidiary company within the meaning of Section 736 of the Companies Act 1985 the Council may require that within 14 days of receipt of the Council's written acceptance of the Contractor's Tender the Contractor shall at its own expense provide a deed of guarantee (in the form of the draft deed of guarantee contained within the Tender Documents) from its ultimate holding company or companies (as defined by the said Section 736) to secure the due performance by the Contractor of its obligations to the Council.
- 32.2 The Council shall be entitled to terminate the Contract pursuant to Condition 35.1(a) should the Contractor be in breach of this Condition 32.

33. LIABILITY OF THE COUNCIL

- 33.1 Nothing in this Contract excludes or limits the liability of the Council for death or personal injury caused by the Council's negligence or fraudulent misrepresentation.
- 33.2 To the extent permitted by the Unfair Contract Terms Act 1977, the Council shall not be liable for any loss or damage (except the negligence of the Council, its officers or employees) and the Council shall in no circumstances be liable to the Contractor for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses, or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this Contract.
- 33.3 Subject to Conditions 33.1 and 33.2, the aggregate liability of the Council in respect of all causes of action, loss, damage or liability (whether for breach of contract, in negligence or for any other tort under statute or otherwise) arising out of or in connection with this Contract shall not exceed the lesser of (i) the amount that the Council paid the Contractor in the preceding 12 month period' or (ii) £1,000,000 in the aggregate.

34. DEFAULT IN PERFORMANCE

- 34.1 The Defaults and remedies available to the Council shall be dealt with in accordance with the provisions set out in the default mechanism set out in Schedule 4.

35. TERMINATION

- 35.1 Without prejudice to any other rights and remedies it may possess including its right of termination under Condition 34 above, the Council shall be entitled to give notice to terminate the Contract upon the occurrence of any of the following events or at any time within 28 days of the date when the Council first became aware of such an occurrence. Such notice may take effect immediately, or at such date (not later than 35 days after receipt of the notice) as the notice may specify:
- (a) The Contractor having failed to execute the Contract as a Deed within 14 days of the Commencement Date or failed to provide the performance bond and/or holding company deed of guarantee within 14 days of receipt of the Council's written acceptance of the Contractor's Tender;
 - (b) The Contractor being in material breach, which is not remedied within a reasonable time or repeatedly failing to meet the Contract Standard as determined by the Council in its reasonable discretion resulting in the Council being deprived of substantially the whole benefit of substantially any aspect of the Contract;
 - (c) The Contractor having been served with 240 or more Default Notices within any six month period of the Contract Period;
 - (d) The Contractor having failed to perform a substantial part of the Services for a period of seven consecutive days;

- (e) The Contractor or where applicable any director or partner thereof (i) suffering any distress or process of execution to be levied on its goods; (ii) committing any act of bankruptcy or having a bankruptcy order made against him/her; (iii) entering into (whether an individual or body corporate) any arrangement, agreement of composition with and for the benefit of its creditors (including a voluntary arrangement under the provisions of the Insolvency Act 1986); (iv) having a winding-up order made or (except for the purpose of amalgamations or reconstruction) a resolution passed for voluntary winding-up, or having an application made from the appointment of an administrator, administrative receiver or receiver, or an administrator, administrative receiver or receiver having been appointed, over the whole or any part of his business and/or assets; (v) having a provisional liquidator, receiver or manager of the whole or any part of his business appointed; or (vi) having possession taken of any of its property comprised in a floating charge by or on behalf of the holders of any debentures secured by the floating charge.
- (f) The discovery of a material misrepresentation by the Contractor during the tendering process.
- (g) If there shall be any change in control (as defined by Section 450 of the Corporation Taxes Act 2010) of the Contractor or (where the Contractor is a subsidiary company) in its ultimate holding company.
- (h) Any other breach by the Contractor of any of its obligations under this Contract which, in the reasonable opinion of the Council: (1) constitutes a fundamental breach of contract by the Contractor; or (2)) is a serious breach that has been repeated or persisted in by the Contractor after receipt by the Contractor of a written warning that the Council may invoke this Condition in respect of the said breach, and after the Contractor has had a reasonable opportunity to prevent such repetition or persistence.

35.2 Upon such termination or upon termination in accordance with Condition 34 in addition to such consequences as are set out in the other provisions of this Contract:

- (a) The Contractor shall be deemed to be in breach of this Contract (apart from termination under Conditions 34.1(e) and 34.1(g)).
- (b) The Contractor shall, unless requested otherwise by the Authorised Officer, immediately cease to perform any of the Services.
- (c) The Contractor shall be liable immediately to compensate the Council for any loss or damage it has sustained in consequence of any antecedent breaches of this Contract by the Contractor.
- (d) The Contractor shall fully and promptly indemnify and compensate the Council against all loss and damage suffered by the Council by reason of such termination and without prejudice to the generality of this Condition shall fully and promptly indemnify and compensate 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 sums as would have been lawfully payable to the Contractor for performing such Services (such costs to include but not be limited to all costs of closing out this Contract and entering into new contracts with replacement contractors). The Council shall be at liberty to have such Services performed by any persons (whether or not servants of the Council) as the Council shall

in its entire discretion thinks fit and shall act reasonably but shall be under no obligation to employ the least expensive method of having such Services performed.

- (e) The Council shall be under no obligation to make any further payment to the Contractor and shall be entitled to retain 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 this or any other Contract or to deduct therefrom any sum due from the Contractor to the Council under this or any other Contract.
- (f) The Contractor shall forthwith vacate any Council premises and release and hand over to the Council any and all Council property, including but not limited to equipment, vehicles, supplies, records, machinery, tools, containers and work-in-progress.
- (g) It is hereby agreed that Conditions 25 (Payments to the Council/Interest on Late Monies/Charges); 27 (Confidentiality); 30 (Liability of Contractor); 31 (Insurance); 33 (Liability of the Council); 34 (Default in Performance); 35 (Termination); 36 (Arrangements for Handover on Termination); 40 (Dispute Resolution); 43 (Work in Progress at the End of the Contract Period) and 51 (Information on Re-Tendering) of this Contract shall continue in full force and effect and be enforceable by the Council.

35.3 The rights of the Council under this Condition 35 are in addition to and without prejudice to any other rights the Council may have whether against the Contractor directly or pursuant to any guarantee, indemnity, bond or otherwise.

36. ARRANGEMENTS FOR HANDOVER ON TERMINATION

36.1 If the Contractor does not secure a further contract for the provision of Services or similar successor services, following termination of the Contract for any reason:

- (a) the transition to a successor(s) shall be arranged between the Authorised Officer and the Contractor and the Contractor shall not redeploy within its organisation any person involved in the provision of the Services without the consent of the Authorised Officer; and the Council shall have the right in accordance with Condition 15.14 to offer employment to any person employed by the Contractor in the provision of the Services;
- (b) the Contractor shall co-operate fully with the Authorised Officer during the transition (such co-operation to include provision of full access to all Council Data, documents, manuals, working instructions, reports, and any information whether held in electronic or written form, which the Authorised Officer considers necessary to achieve effective transition and subsequent provision of the Services or similar services);
- (c) the Contractor at its own expense shall deliver all records relating to the Services to the Council or to the successor(s) or ensure their confidential destruction in accordance with the Authorised Officer's written instructions;
- (d) the Council shall have the following options:
 - (i) to purchase from the Contractor at a fair market price to be agreed between the parties any Plant and other tangible property which is owned by the Contractor and is used exclusively, or for the greater part, in connection with the provision of the Services being provided under this Contract;

- (ii) to purchase from the Contractor at a price to be agreed between the parties any other equipment and other tangible property which is owned by the Contractor which is used non-exclusively and for the lesser part in the provision of the Services under this Contract and which the parties may agree;
 - (iii) subject to the term of any such third party agreement, to require the Contractor at no charge (save for the payment by the Council of third party charges with respect to such assignments) to assign to the Council any equipment leases, maintenance or support agreements or other arrangements including licences for the use of third party software between the Contractor and third parties which relate to equipment or software used exclusively in connection with the provisions of the Services being provided under this Contract; and
 - (iv) to the extent that the Services being supplied by the Contractor to the Council include any Contractor owned proprietary software then such software shall be and remain the property of the Contractor but the Council may require the Contractor to provide to the Council a perpetual, non-exclusive, non-transferable licence for the Council to utilise (or for its chosen alternative service supplier to utilise on its behalf) without charge the Contractor's software in connection with the Council's continuing performance of the Services contemplated hereunder, subject to the prior execution of a written licence agreement containing fair and reasonable terms and conditions including but not limited to, provisions for the protection of the Contractor's proprietary rights therein.
- (e) the Contractor may request the Authorised Officer to reimburse any additional costs, other than incurred under Condition 35.1 (c), necessarily and properly incurred by the Contractor in providing assistance and co-operation during the transition. Any such request shall be accompanied by such evidence of expenditure and the reasons for it as the Authorised Officer may require. No such requests shall be unreasonably refused.

37. NOTICES

- 37.1 No notice to be served upon the Council shall be valid or effective unless it is sent by pre-paid Recorded Delivery post or delivered by hand to the Authorised Officer at the Town Hall, Wandsworth High Street, London SW18 2PU or to such other address as the Authorised Officer may notify the Contractor in writing.
- 37.2 Any notice to be served upon the Contractor shall be valid and effective if it is sent by pre-paid post or delivered by hand or by electronic data transmission or faxed to the registered office, principal place of business, or last known address of the Contractor or an address occupied by the Contractor for the purposes of this Contract and notified in writing to the Authorised Officer, or is delivered by hand to a director, partner, proprietor or other responsible representative of the Contractor.

38. WAIVER

Failure by the Council at any time to enforce the provisions of this Contract or to require performance by the Contractor of any of the provisions of the Contract shall not be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of the Contract or any part thereof or the right of the Council to enforce any provision in accordance with its terms.

39. SEVERANCE

If any provision of the Contract shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable in any way such invalidity or unenforceability shall not in any way impair or affect any other provision all of which shall remain in full force and effect.

40. DISPUTE RESOLUTION

Expert Determination

- 40.1 Any matter or dispute to be determined by the Expert under this Contract shall be referred for determination to a person suitably qualified to determine such matter or dispute and who shall be nominated jointly by the Council and the Contractor or, failing agreement as to such nomination within five Office Days, to such person as may be appointed, on the application of either the Council or the Contractor, by the President for the time being of the Law Society.
- 40.2 The Council and the Contractor shall, on request, promptly supply to the Expert all such assistance, documents and information as he may require for the purpose of his determination and both the Council and the Contractor shall use all reasonable endeavours to procure the prompt determination of such reference.
- 40.3 The Expert shall be deemed to act as an expert and not as an arbitrator and his determination shall be conclusive and binding upon the parties.
- 40.4 The costs of the Expert appointed hereunder shall be borne by the Contractor and/or the Council in such proportions as shall be directed by the Expert.

Mediation

- 40.5 In the event of any dispute or difference arising between the parties in connection with this Contract except anything falling for determination by the Expert, senior representative(s) of the parties shall, within 10 Office Days of a written request from either party to the other meet in a good faith effort to resolve the dispute without recourse to legal proceedings.
- 40.6 If the dispute or difference is not resolved as a result of such meeting, either party may (at such meeting or within 10 Office Days from its conclusion) propose to the other in writing that structured negotiations be entered into with the assistance of a mediator or neutral advisor (“Mediator”).
- 40.7 If the parties are unable to agree on a Mediator or if the Mediator agreed upon is unable or unwilling to act, either party shall within 10 Office Days from the date of the proposal to appoint a Mediator or within 10 Office Days of notice to either party that he or she is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution, 70 Fleet Street, London, EC4Y 1EU (“CEDR”) to appoint a Mediator.
- 40.8 The parties shall within 10 Office Days of the appointment of the Mediator meet with him/her in order to agree a programme for the exchange of any relevant information and the structure to be adopted for the negotiations. If considered appropriate, the parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.

- 40.9 Unless concluded with a written legally binding agreement all negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.
- 40.10 If the parties accept the Mediator's recommendations or otherwise reach agreement on the resolution of the dispute, such agreement shall be reduced to writing and, once it is signed by their duly authorised representatives, shall be binding on the parties. Unless otherwise agreed between the parties, such agreement shall be implemented in full within 30 days of signature failing which it shall be rendered null and void (and may not be referred to in any subsequent legal proceedings) unless legal proceedings have been initiated to enforce it within a further 30 days.
- 40.11 Failing agreement, either of the parties may invite the Mediator to provide a non-binding but informative opinion in writing, who need only comply with their request if he/she considers it would be helpful. Any such opinion shall not be an attempt to anticipate what a court might order but rather the Mediator's suggestions as to the settlement terms which are considered appropriate in all the circumstances. Such opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings arising in connection with this Contract without the prior written consent of both parties.
- 40.12 If the parties fail to reach agreement in the structured negotiations within 60 days of the Mediator being appointed then any dispute or difference between them may be referred to the English Courts unless within a further period of 30 days the parties agree to refer the matter to arbitration before an arbitrator whose method of appointment is agreed between them.

41. AGENCY

- 41.1 Neither the Contractor nor its Employees shall in any circumstances hold itself or themselves out as being the servant or agent of the Council otherwise than in circumstances expressly permitted by the Contract.
- 41.2 Neither the Contractor nor its Employees shall in any circumstances hold itself or themselves out as being authorised to enter into any contract on behalf of the Council or any other way to bind the Council to the performance, variation, release or discharge of any obligation.
- 41.3 Neither the Contractor nor its Employees shall in any circumstances hold itself or themselves out as having the power to make, vary, discharge or waive any by-law or regulation of any kind.

42. WORK IN PROGRESS AT THE COMMENCEMENT OF THE CONTRACT

- 42.1 It is envisaged that, as far as possible, work commissioned prior to the Commencement Date will be completed by the previous contractor including, where relevant, the Council's Direct Service Organisation. However, where the Authorised Officer considers the need arises, he may instruct the Contractor to provide Services outstanding from, or arising out of the previous contract.
- 42.2 The Council's instructions under Condition 42.1 will constitute modifications under Condition 10 of this Contract (which includes provision for their valuation prior to payment).

43. WORK IN PROGRESS AT THE END OF THE CONTRACT PERIOD

- 43.1 Upon termination or expiry of the Contract the Council reserves the right to do either of the following in relation to such specific cases as the Council sees fit:
- (a) require the Contractor to complete the outstanding task at the Detailed Rate prevailing at the date of instruction (in which case the terms of the Contract will continue to apply in relation to that case until it is complete) notwithstanding the expiry or termination of this Contract for other purposes; or
 - (b) require the Contractor to return the task to the Council together with the file and all relevant documentation in which case the Council's instructions will constitute a modification under Condition 10 of this Contract (which includes provision for its valuation prior to payment).
- 43.2 In relation to cases covered by Condition 43.1.1 above, all such outstanding Services shall be completed within the timescales reasonably stipulated by the Council and no additional payments will be made to the Contractor in respect of them, over and above the normal payments provided for in this Contract.
- 43.3 In relation to cases covered by Condition 43.1.2 above, the Contractor shall include at the front of each file a summary of the current position with the case.
- 43.4 In the event that the Contractor fails or defaults in complying with this Condition 43, then any costs, expenses, liabilities or damages incurred by the Council as a consequence thereof, including the reasonable cost to the Council of the time spent by its officers as a result of the default or failure, may be deducted from any sums due or to become due to the Contractor under this Contract or shall be recoverable from the Contractor by the Council as a debt.

44. ACQUIRED RIGHTS DIRECTIVE, TUPE AND PENSIONS

- 44.1 For the purposes of this Condition, save where the context otherwise requires the following words shall have the meanings set out below: -
- (a) **“Eligible Staff”** means
 - a Transferring Employee within the meaning of the Best Value Authorities Staff Transfers (Pensions) Direction 2007;
 - a transferring original employee within the meaning of the Best Value Authorities Staff Transfers (Pensions) Direction 2007.
 - (b) **“Employee Liability Information”** means the information as defined in Regulation 11(2) of the TUPE Regulations.
 - (c) **“Final Pay Details”** means in respect of each Future Transferring Employee, their final month's copy pay slip data, cumulative pay for tax and pension purposes, cumulative tax paid and tax code.
 - (d) **“Future Transfer Date”** means the date of termination or expiry of this Contract.
 - (e) **“Future Transferring Employees”** means those employees of the Contractor who are at the Future Transfer Date employed under a contract of service or

apprenticeship or otherwise in the relevant part of the undertaking which transfers on the termination or expiry of this Contract pursuant to the TUPE Regulations or the Acquired Rights Directive 2001/23/EC or otherwise to any Successful Tenderer.

- (f) **“Incumbent Contractor”** means Fountains Ltd.
- (g) **“Incumbent Contractor Eligible Staff”** means an employee who is employed by the Incumbent Contractor immediately prior to the Relevant Staff Transfer Date and who:
 - (i) was formerly an employee of the Council; and
 - (ii) became an Incumbent Contractor Eligible Staff; and
 - (iii) was a member of the LGPS while employed by the Council; and
 - (iv) is a member of the Incumbent Contractor Scheme.
- (h) **“Incumbent Contractor Scheme”** means the pension arrangement operated by the Incumbent Contractor.
- (i) **“LGPS”** means the Local Government Pension Scheme established pursuant to regulations made by the Secretary of State in exercise of powers under sections 7 and 12 of the Superannuation Act 1972 (as amended from time to time).
- (j) **“Relevant Legislation”** means any statute or regulations or the EC Treaty (or any directives or regulations made thereunder).
- (k) **“Relevant Staff”** means the employees who are the subject of a Staff Transfer.
- (l) **“Relevant Staff Transfer Date”** means the date on which an Eligible Staff member transfers to the Contractor and/or one or more authorised sub-contractor(s) whether by virtue of any Staff Transfers or deemed Staff Transfers or otherwise.
- (m) **“Required Information”** means the information set out in Conditions 44.2, 44.4, 44.5 and 44.7.
- (n) **“Staff Tender Information”** means the staff tender information set out at part I of Schedule 8.
- (o) **“Staff Transfer”** means the transfer of staff pursuant to the TUPE Regulations under this Contract.
- (p) **“Staff Transfer Information”** means the staff transfer information set out at part II of Schedule 8.
- (q) **“Successful Tenderer”** means the person nominated by the Council to undertake the services substantially the same as the whole or part of the Services at any time during or after the termination of this Contract.
- (r) **“Transferring Employee”** means an employee of the Council (excluding, for the avoidance of doubt (without limitation), any person engaged by the Council as an independent contractor or persons employed by any sub-contractor engaged by the Council) whose contract of employment becomes, by virtue of a Staff Transfer in relation to what is done for the purposes of carrying out this Contract between the

Council and the Contractor, a contract of employment with someone other than the Council.

- (s) **“TUPE Employees”** means those individuals set out in Part III of Schedule 8.
- (t) **“TUPE Regulations”** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced.

44.2 During the period of 12 months preceding the expiry of this Contract or at any time after notice has been given to terminate this Contract in accordance with Condition 35, the Contractor shall disclose to the Council and shall permit the Council to disclose to any prospective tenderer for services which are substantially the same as the whole or part of the Services, the Staff Tender Information.

44.3 The Contractor shall make reasonable endeavours to assist the Successful Tenderer to communicate with, meet and inform and consult with the Employees whom the Contractor reasonably believes will be a Future Transferring Employee and their trade union or other employee representatives for the purposes of complying with the TUPE Regulations.

44.4 Assuming the Successful Tenderer or the Council is of the view that the TUPE Regulations shall apply to the re-letting of this Contract, the Contractor shall not less than 14 days immediately prior to the Future Transfer Date provide to the Council or the Successful Tenderer all Employee Liability Information and the Staff Transfer Information set out in Part II of Schedule 8 to this Contract for all employees whom it reasonably believes will be Future Transferring Employees.

44.5 Within a period of 21 days following the Future Transfer Date, the Contractor shall provide to the Successful Tenderer in writing Final Pay Details of the Future Transferring Employees.

44.6 The Contractor warrants that it shall supply complete and accurate information pursuant to Conditions 44.2, 44.3, 44.4 and 44.5 in all material respects and the Contractor shall indemnify and keep the Council indemnified fully now and in the future in respect of all or any losses, costs, awards, liabilities and expenses whether arising in contract, tort (including negligence) or otherwise or under any Relevant Legislation suffered or incurred by the Council by reason of any proceeding, claim or demand arising from or in connection with the provision of information and/or the failure to provide complete and accurate information under Conditions 44.2, 44.4, and 44.5, and/or the provision of assistance and/or failure to provide assistance under Condition 44.3 of this Contract.

For the purposes of this Condition 44.6, losses, costs, awards, liabilities and expenses incurred by the Council shall include those incurred by reason of any contract term between the Council and any Successful Tenderer.

44.7 The Contractor shall not and shall procure that any authorised sub-contractors shall not, without the prior written consent of the Council (which shall not be unreasonably withheld) during the 6 months prior to the termination or expiration of the Contract or at any time between notice of termination given by the Council and termination:

44.7.1 vary, purport or promise to vary the terms and conditions (as amended from time to time) of employment of any employee whom the Contractor reasonably believes will

be a Future Transferring Employee (including a promise to make any additional payment or provide any additional benefit);

44.7.2 give notice to terminate or terminate the employment of any employee whom the Contractor reasonably believes will be a Future Transferring Employee;

44.7.3 remove (permanently or temporarily), vary or reduce the involvement of any employee whom the Contractor reasonably believes will be a Future Transferring Employee in the provision of the Services; or

44.7.4 recruit or engage any employee to be employed in the performance of the Contractor's obligations under the Contract.

44.8 The Contractor warrants that it shall supply the Required Information completely and accurately in all respects at the time of supply and shall indemnify and keep indemnified the Council and/or any Successful Tenderer against all liabilities, obligations, claims, costs and demands suffered or incurred by the Council and/or any Successful Tenderer as a result of any claim or demand made or brought against the Council and/or any Successful Tenderer by any member or former member of Staff or any claim submitted on their behalf by a trade union or employee representative or otherwise on the grounds that his employment and/or any liabilities in connection with such employment or the termination thereof have transferred or should have transferred from the Contractor to the Council and/or any Successful Tenderer during the continuance of the Contract or as a result of the termination or expiry of the Contract pursuant to the TUPE Regulations or otherwise.

44.9 For the purposes of Condition 44.8, in the event that the Council or the Successful Tenderer incurs costs, liabilities or expenditure in respect of Future Transferring Employees which is greater than would have been the case if the Required Information supplied by the Contractor had been accurate and complete, then such (net) greater costs, liabilities or expenditure shall be deemed to be costs suffered or incurred by the Council or Successful Tenderer and included within the indemnity provided by the Contractor.

44.10 The Council and the Successful Tenderer shall be entitled to recover from the Contractor in full any legal, accountancy and other costs actually and reasonably incurred by the Council and the Successful Tenderer in connection with the costs and liabilities indemnified by the Contractor and this Condition 44 shall continue in effect for six months following the expiry or termination of this Contract.

44.11 Where the Contractor supplies the Required Information to the Council and/or the Successful Tenderer, then:

44.11.1 the Contractor shall at the same time notify (as applicable) the Council and/or the Successful Tenderer of any respects in which the facts and matters set out in the information supplied are expected to change between the date on which the information is supplied and the Future Transfer Date; and

44.11.2 thereafter, the Contractor shall notify (as applicable) the Council and/or the Successful Tenderer if there are any changes to the information supplied other than expected changes of which (as applicable) the Council and/or the Successful Tenderer was notified pursuant to Condition 44.11.1.

44.12 Notwithstanding any other provision of the Contract, in accordance with the Contracts (Rights of Third Parties) Act 1999, any Successful Tenderer shall be entitled to enforce the benefits conferred on it under this Condition 44. The consent of the Successful Tenderer shall not be required for the variation of this Condition, even if that variation affects the benefits conferred on any Successful Tenderer.

44.13 Indemnity where the Council expects there to be a Transfer

- (a) The parties consider that the letting of this Contract amounts to the transfer of an undertaking or part of an undertaking within the TUPE Regulations and/or within the Directive (or any amendment or re-enactment thereof). The Council makes no representations of fact or law and gives no warranties in this respect whatsoever.
- (b) The TUPE Employees are the employees whom the Council considers are employed in the undertaking or part of an undertaking concerned (but the Council makes no representations of fact or law and gives no warranties in this respect whatsoever).
- (c) The Contractor shall give to the Council all such information as is requested for the Council to fulfil its obligations under r.13 of the Regulations and/or a.7 of the Directive and shall do so at such time as is so requested, and in the event of the Contractor's non-compliance with these obligations the Contractor shall indemnify and keep the Council indemnified against any liability (whether to the TUPE Employee or otherwise) which the Council may have as a result of any failure to fulfil its own obligations as aforesaid, together with all the reasonable costs and expenses incurred by the Council in resisting or otherwise dealing with any claim that it has failed to fulfil such obligations.
- (d) The Contractor undertakes that if:
 - (1) it does not in all material respects act in accordance with the answers given by it to the Council in the form headed "TUPE Questionnaire", and
 - (2) the letting of this Contract does not amount to a transfer of an undertaking (and irrespective of any question as to whether that consequence has or has not followed from the Contractor's failure to act in accordance with its answers as aforesaid), then the Contractor shall indemnify and keep indemnified the Council against any liability whatsoever to the TUPE Employees or any of them arising by reason of or in connection with any termination or purported termination of their employment by the Council, together with all the reasonable costs and expenses incurred by the Council in resisting or otherwise dealing with any claims by the TUPE Employees or any of them or their representatives that it is or may be so liable. Provided always that the Contractor shall be under no such liability if it has obtained the Council's prior written consent to its acting otherwise than in accordance with its said answers, and such consent that shall not be unreasonably refused.
- (e) The Contractor undertakes that if:
 - (1) it does not deal with the TUPE Employees or any of them in the manner required by the Regulations or the Directive; and

- (2) the letting of this Contract does amount to a transfer of an undertaking,
- then the Contractor shall indemnify and keep indemnified the Council against all the reasonable costs and expenses incurred by the Council in consequence of any proceedings wholly or partly directed to the determination of whether there is or is not a transfer of an undertaking upon the letting of this Contract.
- (f) In the foregoing provisions:
- (1) references to an undertaking include a part of an undertaking; and
- (2) for the purposes of this paragraph, it shall be conclusively presumed that the letting of this Contract amounts to the transfer of an undertaking if it is so held by a Court or Tribunal pursuant to whose decision or determination the liability in respect of which the indemnity is sought has arisen, whether or not the Contractor was made a party to the proceedings in question.

44.14 Pensions

44.14.1 The Contractor shall, or shall procure that, any authorised sub-contractor shall not later than the Relevant Staff Transfer Date nominate to the Council in writing the occupational pension scheme or schemes which it proposes shall be “the Contractor Scheme” for the purposes of this Condition 44.14. Such pension scheme or schemes must be:

- (a) established on or before the Relevant Staff Transfer Date;
- (b) certified by an actuary nominated by the Contractor, or where appropriate any authorised sub-contractor as providing benefits which are broadly comparable, in accordance with the Best Value Authorities Staff Transfers (Pensions) Direction 2007;

44.14.2 The Contractor undertakes to the Council (for the benefit of the Council itself and for the Council as agent and trustee for the benefit of the Eligible Staff) that it shall or shall procure that any authorised sub-contractor shall or shall procure that:

- (a) by 3 months before the Relevant Staff Transfer Date the Eligible Staff are offered membership of the Contractor Scheme with effect from and including the Relevant Staff Transfer Date;
- (b) the Contractor Scheme shall provide benefits in respect of the Eligible Staff’s periods of service on and after the Relevant Staff Transfer Date which the actuary nominated by the Contractor, or where appropriate any authorised sub-contractor shall certify to be in accordance with the Best Value Authorities Staff Transfers (Pensions) Direction 2007;
- (c) if the Contractor Scheme is terminated, the Contractor shall and/or shall procure that any authorised sub-contractor provides a replacement pension scheme with immediate effect for those Eligible Staff who are still employed by the Contractor or any authorised sub-contractor. The replacement scheme must comply with Condition 44.14.1 as if it were the Contractor Scheme.

44.14.3 Claims from Eligible Staff or on behalf of Trade Unions: The Contractor hereby indemnifies and shall procure that any authorised sub-contractor indemnifies the Council and/or any Successful Tenderer and, in each case, their sub-contractors, from and against all direct losses suffered or incurred by it or them which arise from claims by Eligible Staff of the Contractor and/or of any sub-contractor or on behalf of any trade unions, elected employee representatives or staff associations in respect of all or any such Eligible Staff which losses:

- (a) relate to pension rights in respect of periods of employment on and after the Relevant Staff Transfer Date until the date of termination or expiry of this Contract; or
- (b) arise out of the failure of the Contractor and/or any authorised sub-contractor to comply with the provisions of Conditions 44.14.1 to 44.14.6 (inclusive) before the date of termination or expiry of this Contract; or
- (c) arise from any liability under regulation 4(9) of the Employment Regulations.

44.14.4 Enforcement of Contract: Save to the extent necessary to give effect to Eligible Staff's right to enforce their right to Condition 44.14.1 against the Contractor or any authorised sub-contractor in accordance with the Best Value Authorities Staff Transfers (Pensions) Direction 2007, the Council and the Contractor agree, and the Contractor shall procure that any authorised sub-contractor shall agree that any of the terms of Condition 44.14 shall not be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any party not a party to the Contract.

44.14.5 Transfer to another Employer: Save on expiry or termination of this Contract, if the employment of any Eligible Staff transfers to another employer (by way of a transfer under the TUPE Regulations) the Contractor shall and shall procure that any authorised sub-contractor shall:

- (a) consult with and inform those Eligible Staff of the pension provisions relating to that transfer; and
- (b) procure that the employer to which the Eligible Staff are transferred (the "replacement contractor") complies with the provisions of Conditions 44.14.1 to 44.14.6 (inclusive) provided that references to the "sub-contractor" will become references to the replacement contractor, references to "Relevant Staff Transfer Date" will become references to the date of the transfer to the replacement contractor and references to "Eligible Staff" will become references to the Eligible Staff so transferred to the replacement contractor.

44.14.6 Pension Issues on Expiry or Termination: The Contractor shall and shall procure that any authorised sub-contractor shall:

- (a) maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Contractor or any authorised sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Eligible Staff);

- (b) promptly provide to the Council such documents and information mentioned in Condition 44.14.6(a) which the Council may reasonably request in advance of the expiry or termination of this Contract; and
- (c) fully co-operate (and procure that the trustees of the Contractor's Scheme shall fully co-operate) with the reasonable requests of the Council relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Contractor or any sub-contractor in the provision of the Services on the expiry or termination of this Contract.

44.14.7 **Incumbent Contractor:** Where the Contractor is the Incumbent Contractor and the Contractor is to nominate a Contractor Scheme in accordance with Condition 44.14.1, the Contractor shall or shall procure that any authorised sub-contractor shall comply with the provisions of Conditions 44.14.1 to 44.14.6 inclusive provided that the references to "Eligible Staff" will become references to "Incumbent Contractor Eligible Staff", references to "Relevant Staff Transfer Date" will become references to "Commencement Date".

45. PRESS AND PUBLICITY

- 45.1 The Council's aim is for the highest standard of presentation of the image of its activities to the public, and to ensure a fair and favourable reputation for its services via effective communication to the media and the public. The Contractor shall at all times comply with the Council's Code of Practice for Publicity as notified to the Contractor from time to time. Without limitation the main provisions of the aforementioned Code are as set out in this Condition 45.
- 45.2 All information and publicity concerning the Council's activities, and those of the Contractor in connection with this Contract, shall be subject to prior approval by the Authorised Officer.
- 45.3 All enquiries received by the Contractor from press, radio, television or other media which may concern the Council shall immediately be referred to the Authorised Officer for attention by the Council's Press Office.
- 45.4 The Contractor shall not advertise the fact that it is providing services to the Council other than with the prior written consent of the Authorised Officer.
- 45.5 The Contractor shall notify the Authorised Officer well in advance of any activity under this Contract that is likely to achieve publicity, to enable the Council's Press Office to take a positive approach to such activities and deal with them appropriately.
- 45.6 The Contractor shall not use or adapt the Council's corporate logo or image without prior written approval of the Authorised Officer.
- 45.7 The Contractor shall not permit the placing or fixing of any advertising material whatsoever on or in the Council's premises without the prior approval of the Council.
- 45.8 The Contractor shall take all reasonable steps to ensure the observance of the provisions of this Condition 45 by its Employees and sub-contractors.

46. ASSISTANCE WITH LEGAL AND/OR OMBUDSMAN PROCEEDINGS

- 46.1 If requested to do so by the Authorised Officer, the Contractor shall provide to the Authorised Officer all relevant information in connection with any legal inquiry, arbitration or court proceedings in which the Council may become involved or any relevant disciplinary hearing internal to the Council arising out of the provision of the Services or the Contractor's presence on any Council premises and the Contractor shall give evidence or assistance as required in any such inquiries, arbitrations, proceedings, hearings or tribunals.
- 46.2 Where the Contractor or any of its Employees become aware of any incident, accident or other matter which may give rise to a claim or legal proceedings in respect of the provision or failure to provide the Services or in any way connected with the Services, then the Contractor shall notify the Authorised Officer thereof immediately in writing. Such notification shall include all relevant information to enable the Authorised Officer to fully investigate the matter.
- 46.3 The Contractor shall fully co-operate with and provide assistance and all relevant information to the Council and the Commission for Local Administration in England ("the Ombudsman") in any inquiries or investigations carried out by or on behalf of the Ombudsman in matters of alleged maladministration or injustice or any other matter arising in connection with the provision of the Services under the Contract.
- 46.4 If, as a result of such inquiry or investigation, the Ombudsman makes a finding against the Council of maladministration or injustice or other finding and if the finding is found to be attributable wholly or in part to the actions or omissions of the Contractor then (without prejudice to any other rights or remedies available to the Council under the Contract or any other contract with the Contractor) the Council shall be entitled to recover from the Contractor (whether by deduction from any monies due to the Contractor or otherwise) such proportion of any award made against the Council to a complainant and related costs as are attributable to those actions or omissions of the Contractor.
- 46.5 In the event of a dispute as to the proportion of the award and costs payable by the Council and the Contractor pursuant to any finding of the Ombudsman as aforesaid then the parties shall seek to resolve such dispute pursuant to the provisions of Condition 40.
- 46.6 Any information provided or assistance rendered by the Contractor pursuant to the obligations in this Condition 46, in whatever form, shall be provided at no cost to the Council.

47. RECOVERY OF SUMS DUE TO THE COUNCIL

- 47.1 Without prejudice to any other Condition herein, whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor to the Council the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with the Council and notwithstanding anything herein contained where the Contractor is obliged to carry out any work, act or thing or to pay money for obtaining any thing, document or advantage (for example, but not exclusively, insurance or a bond) then in the event of the Contractor not carrying out any such work, act or thing or obtaining such thing, document or advantage the Council shall be entitled to carry out such work, act thing and/or obtain such thing, document or advantage by itself or others and shall be entitled to obtain reasonable reimbursement of the actual expenses thereof by deduction from the next or subsequent payments due to the Contractor or shall be entitled to recover such reasonable expense (with interest payable from 28 days next after a demand has been made therefor by the Council at four per cent over the rate current for Barclays Bank plc

base rate and such interest shall run from day to day and shall accrue before and after any judgment and shall be compounded monthly on the amount overdue until payment of the original expense) by action against the Contractor as a debt and in reasonably carrying out any such work act or thing or obtaining such thing document or advantage the Council shall be under no obligation to employ the least expensive method of carrying out such work, act thing or obtaining such thing, document or advantage.

47.2 “Expense(s)”, “cost(s)” or any similar word or expression where recoverable by the Council shall include the Council’s reasonable establishment charges (including the making up of the account and the recovery of the expense(s), cost(s) or the like).

48. EQUAL OPPORTUNITIES, EMPLOYMENT AND HUMAN RIGHTS

48.1 The Contractor shall not discriminate directly or indirectly, or by way of victimisation or harassment, against any person on grounds of sex, disability, colour, race, nationality, marital status, gender reassignment, religion, belief, sexual orientation, age or ethnic or national origins contrary to the Race Relations (Amendment) Act 2000, Disability Discrimination Act 2005, the Employment Equality (Age) Regulations 2006, Equality Act 2006, the Equality Act 2010 or Public Interest Disclosure Act 1998 or any statutory modification or re-enactment thereof or any other statutory provision relating to discrimination in employment or the provision of services.

48.2 The Contractor shall, for purposes of ensuring compliance with Conditions 48.1 above, in relation to Employees employed in the performance of the Contract, observe as far as possible the provisions of the Commission for Racial Equality’s Code of Practice in Employment, and any other comparable statutory code, including but not limited to, those provisions recommending the adoption, implementation and monitoring of an equal opportunities policy.

48.3 The Contractor shall monitor the representation among Employees of persons (i) of different racial groups (which shall mean groups of persons classified as ‘ethnic groups’ in the most recent official census by the Office of National Statistics or successor body), (ii) of different gender, and (iii) with a disability; having regard to the Council’s procedures for monitoring representation among its own employees.

48.4 The Contractor shall 12 months from the Commencement Date and annually thereafter submit a report to the Council demonstrating its compliance with Conditions 48.1, 48.2, and 48.3.

48.5 In addition to the report referred to in Condition 48.4, the Contractor shall provide such additional information as the Council may reasonably require for the purpose of assessing the Contractor’s compliance with Conditions 48.1, 48.2, and 48.3.

48.6 The Contractor shall notify the Authorised Officer forthwith in writing as soon as it becomes aware of any investigation of or proceedings brought against the Contractor under any Act set out at Condition 48.1.

48.7 Where any investigation is undertaken by a person or body empowered to conduct such investigation and/or proceedings are instituted in connection with any matter relating to the Contractor’s performance of this Contract being in contravention of the Race Relations Act or any of the other Acts set out at Condition 48.1, the Contractor shall, free of charge:

(a) provide any information required in the timescale allotted;

- (b) attend any meetings as required and permit Employees to attend;
- (c) promptly allow access to and investigation of any documents or data deemed to be relevant;
- (d) allow itself and any Employees to appear as witnesses in any ensuing proceedings; and
- (e) co-operate fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation.

48.8 Where any investigation is conducted or proceedings are brought under the Race Relations Act or any other Act set out at condition 48.1 which arise directly or indirectly out of any act or omission of the Contractor, its agents, sub-contractors or Employees; and where there is a finding against the Contractor in such investigation or proceedings, the Contractor shall indemnify the Council with respect to all costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment the Council may have been ordered or required to pay to a third party.

48.9 The Council is committed to recognising the needs of people with disabilities in the delivery of services. As part of this commitment the Council has endorsed the “Agenda on Customers” produced by the Employer’s Forum on Disability and commends the principles covered by the Agenda to contractors providing a service on the Council’s behalf. The Agenda is reproduced at Schedule 5.

48.10 The Contractor shall in performing the Contract comply with the Human Rights Act 1998 as if the Contractor was a public authority within the meaning of section 6(3) of the Human Rights Act 1998.

48.11 In the event that the Contractor enters into any sub-contract in connection with this Contract, it shall impose obligations on its sub-contractors in terms substantially similar to those imposed on it pursuant to this Condition 48.

49. COUNCIL POLICIES AND CUSTOMER CARE

49.1 The Council has a number of policies which are relevant to this Contract, some of which are embodied in the Conditions or Schedules. The Council reserves the right to issue details of its policies or initiatives from time to time during the Contract Period. The Contractor (and its personnel) shall act consistently with such policies or initiatives at all times during the Contract Period. Some of the most prominent Council policies and initiatives with which the Contractor shall comply are summarised below.

49.2 The Council’s commitment to provide customers with high quality value for money services is set out in its own quality initiatives. The Contractor’s main responsibilities are to:

- (a) familiarise itself with the contents of any customer care standards of which it is notified by the Authorised Officer and act accordingly;
- (b) ensure that it satisfies the aims and standards of the initiatives;

- (c) demonstrate highest standards of customer care including being polite, helpful and courteous at all times;
- (d) express all written communications clearly and concisely, keeping technical jargon to a minimum;
- (e) identify the names of its key staff contacts;
- (f) adopt a professional telephone manner – calls should be answered promptly and courteously, messages should be clear and responded to;
- (g) be aware of the different needs of the client and others affected by the Contract and take account of particular requirements for reasons of age, gender, race or disability; and
- (h) set up and operate a complete complaints procedure in accordance with this Condition 49.

50. COMPLAINTS IN RESPECT OF SERVICE PROVISION

- 50.1 At the Commencement Date the Contractor shall set up a clearly defined complaints procedure (subject to approval by the Authorised Officer) with agreed performance measures and recording systems, including a Complaints Register, to enable the number and types of complaints to be checked and monitored. For each complaint the records should identify the complainant, the nature and category of the complaint, the action taken in response to the complaint, preventative action taken to stop similar occurrence and the relevant dates.
- 50.2 The Contractor shall deal with all complaints received from whatever source in a prompt courteous and efficient manner and within the requirements and timescales set out in Schedule 6 as amended by the Council from time to time.
- 50.3 The Contractor shall notify the Authorised Officer forthwith in writing of all complaints received and the steps taken in response thereto and shall provide a copy of each written complaint (or Register entry for verbal complaints) and the response thereto. A copy of the Complaints Register and statistics shall be incorporated within the Contractor's monitoring reports submitted to the Authorised Officer in accordance with the Specification.

51. INFORMATION ON RE-TENDERING

If requested to do so by the Authorised Officer, the Contractor shall provide to the Council any and all relevant information to permit the Council to prepare the necessary documentation in respect of any subsequent tendering or re-tendering of the Services. The information required shall be sufficient to enable the Council to meet its legal obligations and to obtain the best value for money reasonably obtainable in a tendering exercise. For the avoidance of double, this obligation shall extend to all workforce information necessary to enable the Council to comply with its duties under the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended, and set out in detail in Condition 44. Such information provided pursuant to this Condition 51 shall be at no cost to the Council.

52. INFORMATION TECHNOLOGY

- 52.1 For the purposes of providing the Services the Contractor may make use of computer systems and equipment of its own choice at its own expense and operate these from locations of its own choice.
- 52.2 The majority of the Services will be capable of being undertaken on Working Days between 8am and 6pm, however, the Contractor may occasionally need to programme for the Services to be provided in evenings and at weekends in order to achieve the Contract Standard. The tendered Annual Sum is deemed to include the Contractor's charges for such instances.
- 52.3 The Contractor shall ensure the protection of all Council Data and archive material from unauthorised access, tampering and system failures.
- 52.4 All data shall at all times remain the property of the Council, and the Contractor shall carry out all work in a secure environment.

53. ENVIRONMENTAL REQUIREMENTS

- 53.1 The Council is committed to minimising its impact on the environment and continually improving its environmental performance. As part of this commitment the Council has adopted an Environmental Ambition Statement which can be downloaded from <http://www.wandsworth.gov.uk/info/200105/sustainability> and includes the Council's 2010 environmental ambition statement, which is a summary of our aims, the sustainable purchasing policy, which is aimed at the Council's suppliers and the environmental action plan, which sets out the Council's environmental aims. The Council commends its Principles of Action to the Contractor in connection with its provision of the Services. These Principles of Action include without limitation the following: -
- (a) pursuing value for money by considering whole life costs;
 - (b) resource efficiency by minimising use of natural resources; avoiding waste; re-use, recycling and composting;
 - (c) reducing carbon emissions and adopting low carbon technologies to mitigate the effects of climate change;
 - (d) limiting habitat destruction, for example by giving preference to accredited products from sustainable sources; and
 - (e) minimising all forms of pollution and associated environmental risks.
- 53.2 The Contractor shall keep the Authorised Officer fully informed of all of its activities that enable the Council to improve its implementation of its Environmental Policy.
- 53.3 In order to enable the Council to comply with relevant regulatory requirements, including without limitation the Climate Change Act 2008, the Contractor shall:

53.3.1 Sustainable Procurement

Perform its obligations under the Contract in accordance with the Council's Environmental Policy, including without limitation the conservation of energy, water, wood, paper and other resources, the reduction of waste and use of ozone depleting substances and the minimisation of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

53.3.2 Calculation of CO2 Emissions

Provide to the Council, where relevant, for each year during the Contract Period ending on 31st March the following data, in such format as the Council may require:

- (a) the amount of energy (for example and without limitation gas, electricity, oil) used by any stationary sources (i.e. premises) in connection with the Contractor's performance of its obligation under the Contract; and
- (b) either the total distance travelled by each type of vehicle and its fuel type, or the total quantity of each fuel type, used in connection with the Contractor's performance of its obligations under the Contract.

54. RIGHTS OF THIRD PARTIES

Subject to Conditions 44.12 and 44.14, the parties do not intend any provision of this Contract to be enforceable by a third party by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999.

55. LAW

The Contract and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with English Law. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute, claim or matter that arises out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

56. ACTS OF PARLIAMENT ETC

Reference to any Act of Parliament, or to any Order, Regulation, Statutory Instrument, or the like shall be deemed to include a reference to any amendment or re-enactment of the same and shall include all Codes of Guidance and any other supplemental circulars or guidance made or issued pursuant thereto.

57. INTERPRETATION ACT

Section 6 of the Interpretation Act 1978 shall apply to the Contract and words importing individuals shall be treated as importing Corporations and vice versa. Masculine includes the feminine and the singular includes the plural and vice versa.

58. HEADINGS

Headings in the Contract Documents are for ease of reference only and shall not affect the construction of the Contract.

59. RESTRICTION ON TRADE

Upon the expiry or sooner termination of this Contract for whatever reason the Contractor, and any associated company or person, shall not:

- (a) for a period of one year solicit the services of any employee of the Council or any employee to be transferred upon termination of this Contract;

- (b) use or disclose any information of a confidential or commercial nature acquired by it during the performance of the Services under this Contract; or
- (c) adopt any livery, style or name likely to cause any person to confuse the Services of the Contractor with the services of the Council or any of its contractors.

60. MANAGEMENT INFORMATION

- 60.1 The Contractor shall comply with the monitoring arrangements set out in the Contract, including but not limited to, providing such data and information as the Contractor may be required to produce under this Contract.
- 60.2 Where requested by the Council, the Contractor shall supply the Management Information to the Council monthly during the Contract Period.
- 60.3 Upon receipt by the Council of the Management Information supplied by the Contractor, the Contractor hereby consents to the Council:
 - 60.3.1 publishing on their website or in any alternative media the Management Information;
 - 60.3.2 storing and analysing the Management Information and producing statistics; and
 - 60.3.3 sharing the Management Information or any statistics produced using the Management Information, with any other Contracting Authority.
- 60.4 The Council may require other information to be included in the Management Information which the Contractor is required to supply and in the event that the Council does require other information to be included in the Management Information the Council shall give the Contractor at least one (1) month's written notice of such changes.

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1 PREAMBLE AND GENERAL INFORMATION

1.1 The Duty. The Specification mainly, but not solely, relates to the Parks and Bereavement Services' Mission Statements (Strategic Aims) It should be noted that references to "green spaces" in the following statements include all aspects of the borough's cemeteries :

- a) To understand and manage the cultural asset that parks and green spaces represent.
- b) To understand and enhance the visitor experience of parks and green spaces.
- c) To devise and implement a range of methods to maintain and improve standards in delivering excellent parks and green spaces.

The Strategic Aims will be delivered through the following objectives.

- a) To understand and manage the cultural asset that parks and green spaces represent :
 - manage the balance and diversity of use of open spaces.
 - ensure management plans are in place and fit for purpose for each site
 - ensure service plans are in place and fit for purpose
- b) To understand and enhance the visitor experience of parks and green spaces:
 - develop and implement a consultation plan to enable us to understand the visitor experience
 - devise and implement a communication plan to inform people about parks and green spaces
 - provide a range of facilities to enhance the visitor experience.
- c) To devise and implement a range of methods to maintain and improve standards in delivering excellent parks and green spaces.
 - To engage with external professional organisations to guide our delivery of quality parks and green spaces
 - strengthen internal and external partnerships
 - have maintenance contracts appropriate for established and future service delivery needs
 - have appropriate agreements in place to deliver services to customers
 - manage involvement by individuals and communities to maximise the enhancement of parks and green spaces
 - ensure that the skills and knowledge are in place to deliver the strategy.

1.2 The Specification also relates to the Council's powers and duties as a principal litter authority under Part (iv) of the Environmental Protection Act 1990. The Council has a duty to keep its parks, commons and green spaces clean and clear of litter.

1.3 Continuous Improvement. The Council is committed to the principle of continuous improvement and providing a high quality and Best Value Service that is recognised as such by residents, workers, visitors and businesses in the Borough. The attention of the Contractor is drawn to Condition 8.2 and the requirement that he shall have a policy of continuous improvement in relation to the performance of the Services. The

Contractor's Method Statements shall show how the Contractor will maintain such a policy.

- 1.4 This Contract brings together a number of services and functions that have previously been performed under separate contracts, in particular the incorporation of the horticultural maintenance of cemeteries together with responsibility for all grave digging and memorial safety inspections.
- 1.5 The Council may include the provision of a Park Ranger/Patrol Service. The Council may also include other provisions as more particular set out within this Schedule 1. The Council may also decide to reduce the frequency of or cease altogether the annual clearance and disposal of fallen leaves, cease all boxed mowing, reduce or cease the provision of bowlong greens or maintenance of lakes and other water bodies. If the Council decides to change the scope of the Services to be provided in this way, the Contract Change Procedure set out at Schedule 11 shall be followed in accordance with Clause 4.2.
- 1.6 The Council remains committed to achieving and maintaining the highest standards of cleanliness in its parks, cemeteries and other open spaces and continues to conduct surveys that were established to measure performance against the previous Best Value Indicator 195. The Authorised Officer will share the results of the surveys with the Contractor and require the Contractor to provide him with detailed performance improvement plans if the Contractors performance falls below the Contract Standard.
- 1.7 At performance review meetings, the Authorised Officer will discuss with the Contractor the Contract performance and the Borough's performance to ascertain:
 - a) how the achievements against the Council performance indicators relate to set targets;
 - b) how the achievements against the Contractor's performance indicators relate to set targets;
 - c) how the Council compares with other authorities;
 - d) what targets the Authorised Officer should suggest be adopted by the Council to maintain continuous improvement;
 - e) what targets the Contractor should set for his own performance to maintain continuous improvement;
 - f) what measures the Contractor should implement to improve his performance;
 - g) what measures the Council should implement to improve the Borough's performance which may include revisions to the numbers and quantities in Schedule 3, The Quantities of Work; and
 - h) any other relevant matters concerning the performance of the Services.
- 1.8 Annually the Authorised Officer will advise the Contractor of the Council's performance against the overarching and prime indicators and will utilise this information in deciding the level, if any, of any rebate (Condition 34.9) of deductions made under Condition 34 during the preceding year. If the Authorised Officer is satisfied that substantial improvements have been achieved but targets have not been met, then he may authorise a percentage rebate of such deductions.
- 1.9 Programmes of Works. The Contractor shall provide and maintain Works Programmes for all of the operations and duties required to provide the Services in this Specification.

The Works Programmes shall be fully supported by and supportive of the Detailed Method Statements (Schedule

3) that once agreed and approved by the Council shall form parts of the Contract. Works Programmes shall be provided for each distinctive work unit; that is individual staff members or teams of staff assigned to the continuous provision of a contract task or range of tasks and shall provide the daily sequence of work for each “unit”. The Contractor shall submit his proposed Works Programme to the Authorised Officer for approval (which approval shall not unreasonably be withheld) at least 30 days before the Commencement Date. The Contractor shall ensure that he is, at all times throughout the Contract term, aware of, and adheres to best working practices in respect of all of the tasks, duties and operations required by the Contract.

- 1.10 By no later than 08.00 hours on each Working Day the Contractor shall provide the Authorised Officer with separate reports:
- a) detailing the works for that Day for each “unit” in accordance with the “programmes”;
 - b) known variations to works due in accordance with the “programmes” with reasons for the variations and plans for reprogramming (without delay);
 - c) reports detailing all works completed in the previous Working Day, in accordance with the “programmes”, to include details of all planned works that were not completed together with reasons for the failure to complete and proposals for subsequent completion;
 - d) reports, as appropriate providing details of any damaged, defective or missing items of parks furniture; of damage, graffiti or similar to any facilities, fixtures or fittings together with details of remedial action taken or as appropriate the need for remedial action by the Authorised Officer;
 - e) reports, as appropriate providing details of any other incident, or tasks completed, not included in any of the above.
- 1.11 Where the Authorised Officer requires any variation to the Services under Condition 10 or notifies the Contractor of any change to the operations schedule or requires, under any other power, a change to the manner in which a Service is performed, then the Contractor shall, within seven Working Days or such longer period as shall be agreed, submit to the Authorised Officer, in writing, any consequent changes he proposes to the Programme of Works. The Authorised Officer will agree such longer period than seven days that is reasonably required to implement any major change to the services.
- 1.12 The Contractor shall obtain the sanction of the Authorised Officer prior to any permanent or temporary changes to the approved Programme of Works required by the Contractor. The Contractor shall not implement any such change until it has been approved in writing by the Authorised Officer. Temporary changes of a strictly short term nature to overcome operational problems may be sanctioned orally by the Authorised Officer. The costs of any such change shall be met by the Contractor.
- 1.13 Delay. If the Contractor should find that access to a particular site is so obstructed or is so hazardous that the Service at that place cannot safely be completed in accordance with the Work Programme or as required by the Specification, then the Contractor shall inform the Authorised Officer without delay. The Contractor and the Authorised Officer shall immediately discuss the matter to decide on the best practical way to provide all or part of the required Service. Thereafter the Contractor shall provide such alternative

Service as the Authorised Officer shall reasonably require at no extra cost unless the Authorised Officer shall agree that all or part of the Service shall not be provided.

- 1.14 Where any factor causes a general delay to all or part of the Services the Contractor shall inform the Authorised Officer of the causes and likely period of the delay as soon as he becomes aware of the situation. Thereafter, the Contractor shall regularly keep the Authorised Officer informed of the state of the affected Services. On request from the Contractor, the Authorised Officer will allow a reasonable request from the Contractor, the Authorised Officer will allow a reasonable extension of time to complete any delayed Service where this is practical and does not conflict with other parts of the Services or direct the Contractor not to provide a specific part of the Services as the Contractor's proposal will conflict with the proper provision of other parts of the Services.
- 1.15 Where, because of any delay, the Authorised Officer directs that a part of the Services shall not be provided and he is of the opinion that the Contractor could not reasonably be expected to have foreseen the cause and provided alternative methods of completing that part of the Service by the set time, then the failure to provide that part of the Services shall not be taken to be an omission or deficiency for the purposes of Condition 34.
- 1.16 The Contractor should note that any failure to adhere to the approved Works Programmes (including any approved changes) constitutes an omission or deficiency as detailed in Condition 34.
- 1.17 Contract Monitoring. The Contractor shall pay particular attention to the need to supervise his workforce in carrying out the Services and shall include details of his proposals for such supervision in his Method Statements. The Contractor shall daily provide the Authorised Officer with information on planned, completed and in progress works sufficient to allow the Authorised Officer to determine that the requirements set out in the Specification are being achieved. The Contractor shall take such measures as are necessary to rectify any omission or deficiency or to deal with any difficulty in providing the Services and such measures shall be contained in the information presented to the Authorised Officer. The Contractor shall ensure that his supervisory arrangements are sufficient to inform him where any omission or deficiency in his provision of the Services has occurred and shall not rely upon the Authorised Officer to inform him of such omissions or deficiencies. The Contractor shall be held by the Council to be in fundamental breach of contract pursuant to Condition 35.1 (b) should the Contractor fail to comply with this requirement.
- 1.18 The Contractor should be aware that there are a number of parks and green spaces, and parts of parks and green spaces that are particularly busy during peak times and periods of fine weather, generating additional volumes litter and general waste and additional "wear and tear" on the surfaces and facilities. Current information on these areas (referred to as "Hot Spots") is provided at Appendix 1 (the Site list) such information to be reviewed and updated as appropriate by agreement between the Contractor and the Authorised Officer. The Contractor shall make appropriate arrangements to ensure that these areas are maintained to the Contract Standard at all times. The Contractor shall include details of such arrangements in his Method Statements and shall have accounted for them in his Detailed Rates.
- 1.19 Where appropriate the Contractor is encouraged to take photographs of work after completion, in particular, of 'hot spots', after each maintenance visit, in all cases to

confirm that the area/s are being maintained to the Contract standards. Photographs, which may be of 'traditional' format or may be in the form of digital images, may be included with the daily reports on works completed.

- 1.20 The Authorised Officer will designate monitors to carry out checks on samples of the Services to confirm that the Services are completed in accordance with the Contract Standard and to confirm that the Contractor is properly and effectively monitoring his own performance. The Contractor shall note that in the case of all works associated with grave digging and associated burial services, ALL works, and not just a sample, shall be inspected. The monitors shall be provided with suitable digital camera equipment and they shall photograph sites, and works, checked for inclusion with reports on the standards of maintenance achieved at sites. Schedule 4 (Default Procedures) provides further information on 'hot spots', overall standards, self-monitoring and monitoring by the Authorised Officer.
- 1.21 The Contractor's attention is drawn to Condition 34 and he should note that any omission or deficiency in the performance of the Services as set out in the Conditions and in the Specification will be dealt with pursuant to that Condition and to Schedule 4 (see above). When the Contractor is found not to have performed to the required standard then the proportion of the Annual Sum relating to the omission or deficiency shall be certified as a monetary deduction under Condition 11.
- 1.22 Urgent Response. The Contractor shall note that the Authorised Officer will from time to time require an urgent response in terms of the Contractor's provision of staff and equipment to make areas safe or in response to other urgent/emergency situations. Such responses may include (but not exclusively) the need to collect, transport and erect barriers to close an area to the public, to locate appropriate materials and effect temporary and safe repairs to fences, drainage covers, damaged doors/windows and the like. The overriding requirement is for the Contractor to demonstrate in his Method Statements and Works Programmes that he has sufficient resources to be able to respond to requests for urgent assistance without unduly disturbing the progress of programmes routine maintenance works.
- 1.23 Access to Sites. The Contractor shall note that many of the roads in the Borough are subject to parking and waiting restrictions including "Red Route" restrictions, Local Controlled Parking Zones, Bus Priority Routes, and Cycle Super Highways. The Contractor must take account of the various restrictions when organising his Works Programmes and he should not presume that restrictions do not apply to his operations.
- 1.24 The Contractor should also note that access to some sites is restricted preventing the use of larger plant and machinery. It is the responsibility of the Contractor to ensure that he is aware of all access problems and so account for these when preparing his Work Programmes and when pricing the Bills of Quantities. No claims will be admitted on the basis that access is inadequate or other site constraints exist.
- 1.25 A number of parks and green spaces require access via bollards, barriers, gates or similar which are to be kept locked shut except when entering or leaving the site. The Contractor shall be issued with keys for these "barriers". The Contractor shall ensure that all such "barriers" are kept locked closed except when in use and shall demonstrate by his Method Statements that appropriate arrangements are in place, including arrangements whereby his staff will close and lock any such "barriers" that are found open during the course of their general duties. Failure to observe this requirement shall

be treated as a failure to carry out the task in progress in accordance with Condition 34 and Schedule 4. The Contractor shall be responsible for the replacement of keys lost by him and for the replacement of locks (with new keys) that results from his loss of the keys. The Contractor should be aware that additional, and similar access restrictions arising from continuing parks improvements will be put in place at parks and open spaces from time to time during the Contract. There shall be no additional payments to the Contractor in respect of such further access restrictions.

- 1.26 The Contractor shall note that access to sites for plant and machinery is restricted to that plant/machinery that is required and actively employed in the maintenance operations in progress at the site, generally meaning mowing, sweeping, other ground works and the delivery/collection of equipment and waste. The intention is to reduce to the necessary minimum the presence of vehicles, plant and machinery in parks and green spaces and any presence of such vehicles etc that is deemed, by the Authorised Officer to be unnecessary shall be treated as a failure to carry out the task in progress in full accordance with this Specification and dealt with in accordance with Condition 34.
- 1.27 The Contractor shall arrange for all possible means of pedestrian and (authorised) vehicular access to be maintained for residents, visitors and the public in general during works in progress at sites. The Contractor's Method Statements shall clearly identify all measures to be taken to ensure that the Service area carried out in such ways as to cause the minimum of inconvenience and disruption to the general public.
- 1.28 Waste Disposal and Recycling. The Contractor shall note the Council's desire to recycle as high a percentage as can be reasonably achieved of all green waste arising from the Contractor's performance of the Services. The Contractor shall be deemed to have included in his prices for the entire cost of disposal of green waste arising either through traditional waste disposal facilities or by recycling (and potential local reuse) or by a combination of the two. Appendix 6 lists the waste disposal facilities (recycling and non recycling) that may be available to the Contractor.
- 1.29 The further intention is that the product of this recycling shall form an increasingly larger proportion of the mulches and soil conditioners used in the Contractor's performance of the Services.
- 1.30 The Contractor shall provide details in the Method Statement of his proposals to achieve these green waste-recycling intentions. The Contractor shall, in addition, provide details of his proposals to maximise the recycling, as appropriate, of general litter and detritus arising from his performances of the Services.
- 1.31 The Detailed Rates: The Contractor's Detailed Rates in respect of the Services shall be deemed to include all and any costs arising from the foregoing paragraphs and from the tasks and requirements set out in any or all sections and sub-sections of the Specification.

- 2 HORTICULTURAL MAINTENANCE: INTRODUCTION AND GENERAL INFORMATION
- 2.1 The Contractor shall be expected to be actively involved in the production, development and review of Management Plans for all parks and green spaces working closely with the Authorised Officer and, as appropriate with local community and representative groups. Where such plans affect the conduct of horticultural maintenance and other work, whether specified in this Contract, or not, the Contractor shall follow detailed guidance issued by the Authorised Officer.
- 2.1.1 Working with the Authorised Officer, local amenity and representative groups and other appropriate agencies the Contractor shall prepare and submit applications for Green Flags for parks and green spaces and entries to the annual London in Bloom Competition.
- 2.2 GRASS SEED
- 2.2.1 The Contractor shall supply all grass seed mixtures to be used for individual tasks subject to the prior, written approval of the Authorised Officer. The Contractor shall note the extensive range of seed mixtures likely to be required ranging from fine turf mixtures to specialist mixes for use on ecological areas see Appendix 8. In the particular case of grass seeds and grass seed mixes required for use at Ecological Areas the Contractor shall submit, to the Authorised Officer a Certificate of Testing for germination, purity, provenance and composition of the seed, issued by an official seed testing station.
- 2.3 TURF
- 2.3.1 Turf for use in extending grass areas or renovating existing lawns shall be provided by the Contractor and shall comply with BS 3969, be weed treated, supplied as specified for the particular task, and shall have been delivered to the Contractor not more than two days before being laid. Turfs that have been dried out or etiolated shall not be used and shall be removed from the site and replaced at the Contractor's expense. Turfs shall be a minimum of 38mm thick.
- 2.4 TOPSOIL
- 2.4.1 Topsoil for use in regulating and grading existing lawns and beds shall be provided by the Contractor and shall comply with BS3882 and shall be classified as medium loam, slightly stony. When placed it shall be free of stones more than 25mm in gauge and all traces of perennial weed material, and other foreign matter.
- 2.5 FERTILISER
- 2.5.1 The Contractor shall provide all fertilizers and shall submit samples of fertilisers (see Appendix 9), which he intends to use to the Authorised Officer seeking his approval before use. The Contractor shall provide details of the fertilisers proposed for use in order to meet the requirements of the Specification as part of the Method Statement for Horticultural Maintenance.

2.6 THE APPLICATION OF CHEMICALS

- 2.6.1 The Council, as part of its commitment to safeguarding the environment, is seeking to reduce the amount of chemical treatments used in horticultural operations and the Contractor will be expected to be sensitive to this aim. Unless otherwise specified therefore all weed removal will be performed by manual rather than chemical treatments and other treatments, e.g. fungicides, herbicides and pesticides must be used strictly in accordance with the manufacturer's and the Authorised Officer's instructions, and only on specified areas. In general no chemical treatments will be allowed in Ecological Areas.
- 2.6.2 The Contractor shall comply with all current and future legislation and directives relating to the storage, handling, use and transport of chemicals including the Food and Environment Protection Act 1985 (The Act), the Control of Pesticides Regulations Act 1986, the Health and Safety at Work etc. Act 1974, and the Control of Substances Hazardous to Health Regulations 2002 relating to the application of pesticides and the storage and disposal of chemicals, the Sustainable Use of Pesticide Directive, and the Mammals and Invertebrate Directive and must supply proof of certification of all employees engaged in the application and handling of chemicals and training under the Food and Environmental Protection Act 1985 (Part 3) ("The Act").
- 2.6.3 For the purpose of chemical application the Contractor shall only use equipment contained within the list given below:
- Knapsack sprayer
 - Trailed high volume application
 - Controlled droplet applicator
 - Mechanical distributor
 - Hand-held distributor
- 2.6.4 All methods of application shall be approved as appropriate to the particular task by the Authorised Officer prior to commencement of work. All chemicals shall be applied in accordance with the manufacturer's instructions and recommended rates of application.
- 2.6.5 The Contractor shall ensure that any equipment used for the application of chemicals is kept in good and serviceable condition at all times, being free from leaks, damage etc. and properly adjusted at all times.
- 2.6.6 Any chemicals delivered to any site must be stored in a manner which conforms to the appropriate legislation and must be applied as soon as is practicable after delivery.
- 2.6.7 All operatives engaged in undertaking the application of any "pesticide" as defined within the terms of the Act shall be at least 18 years of age, and shall hold a certificate from a training establishment recognised by the Minister of Agriculture Fisheries and Good as being an approved assessment centre under the terms of the Act. In respect of the application of chemicals on or close to water bodies, in particular with regard to the control of notified invasive species, the Contractor shall ensure that he has sufficient staff with PA6AW Certification. Prior to the commencement of the Contract the Contractor shall present to the Authorised Officer proof that employees to be engaged in such works are suitably qualified and assessed and shall ensure that only those operatives are engaged in the application of such materials. Where known at the time of

writing this information is to be included in the Method Statements, Appendix 2, (see paragraph 4.6 (f) of “The Instructions for Tendering”). Further detailed information that becomes available prior to the commencement of the Contract shall be included in the Contractor’s Method Statement and, as such, form a part of this Contract. The Contractor shall ensure that any operative actively undertaking the application of any “pesticide” as defined within the terms of the Act shall have, on his person, the appropriate certificate which he shall show on request by an authorised officer or inspector.

- 2.6.8 The Contractor shall provide his staff with all protective clothing applicable to the materials being applied at any one time, and shall give his staff access to such washing and cleaning facilities as are required under the Act. The Contractor shall ensure that his staff while engaged in the application of such materials wear such protective clothing as is required and that they observe all safety precautions as required. The Contractor shall ensure that his operatives have access to all facilities required under the Act for the proper mixing of chemicals, disposal of unused chemical mixes, and the proper cleaning of all clothing and equipment used after application.
- 2.6.9 The Contractor shall ensure that all appropriate warning signs as required by the Act and by the Authorised Officer are in place and clearly visible at any area where chemical application is to be carried out, in progress and for the appropriate time after completion of the works. For the purposes of monitoring these works the Authorised Officer shall from time to time provide the Contractor with approved dyes that the Contractor shall be expected to incorporate into chemical mixes to be applied at specified sites.
- 2.6.10 The Contractor shall take account of all the foregoing detailed requirements in the preparation of its Method Statements and when pricing this item in the Bills of Quantities.

3 GENERAL HORTICULTURAL MAINTENANCE DUTIES

3.1 PLANT MATERIAL: SUPPLY AND PLANTING

3.1.1 The Council will generally supply, at its own expense, all plant material including shrubs and roses for planting by the Contractor. In the case of seasonal bedding plants the Contractor shall have provided separate prices in the Schedule of Variations to provide the bedding plants as specified by the Authorised Officer as well as a price in the Detailed Rates, to plant and maintain bedding plants provided by the Authorised Officer. The Council will determine which alternative shall be included in the Contract at the Commencement Date. In the event that the option whereby the Contractor supplies the bedding plants is not included at the Commencement Date the Council reserves the right incorporate it into the Contract, at the tendered price, at any time during the Contract Term as a Contract Variation.

3.1.2 For either option the Contractor shall be entirely responsible for the unloading of plants when delivered and shall ensure that, once delivered all plant material is kept adequately packed to avoid damage in subsequent handling and transit. The Contractor shall ensure that bare root plants supplied to him in bundles do not dry out or "heat". Plants wrapped in polythene shall not be exposed to direct sunlight and bare rooted stock shall be kept moist at all times prior to planting. In the case of aquatic plants the Contractor shall ensure that these are kept thoroughly wet, prior to planting as appropriate to the species. The Contractor shall programme his planting works so that plants are stored for the minimum time and generally plants should be planted in their intended location within 1 day of their supply to the Contractor. Longer delays may be permitted in respect of container grown stock but generally these should be planted within 4 days of supply to the Contractor.

3.1.3 The Contractor shall note that he is entirely responsible for the health and security of all plants once delivered and whilst held stored by him prior to planting. All plants lost whether by lack of maintenance or lack of care by the Contractor shall be replaced immediately and entirely at the Contractor's own expense. In the case of stakes and ties, as required, these shall be supplied by the Contractor. Shrubs and roses, as specified, shall be planted in any suitable weather and ground conditions during the period between the beginning of November and the end of March, when stock has entered its period of winter dormancy. Planting shall not take place when ground is waterlogged or frozen.

3.1.4 Planting holes shall be large enough to take all roots easily without causing damage and to permit planting to the approved depth. In the case of roses each plant shall be reduced by half to a suitable outward growing bud, together with the removal of all weak stems, immediately after planting. In the case of all plants broken and damaged roots and shoots shall be trimmed, using a suitable sharp tool, secateurs or pruning knife. In the case of ground cover plants trailing stems shall be lightly pressed into the ground, as required, lateral shoots shall be secured to the ground by use of approved galvanised pins provided by the Contractor. In the case of climbing plants these shall, as appropriate, be positioned at a minimum 150mm from vertical surfaces and secured, if required, by canes. Planting and staking where required shall be generally in accordance with BS4428. All plants shall be thoroughly watered at the time of planting using a minimum of 5 litres of water per plant. All plantings shall be firmed in to exclude all voids around the root zone.

3.1.5 Any plant, shrub or rose which dies from natural causes, as a result of planting or maintenance not conforming to the required specification, within twelve months of being planted shall be replaced, by the Contractor, at his own expense.

3.2 MULCHES

3.2.1 Where instructed in writing by the Authorised Officer, on completion of planting or generally during the winter season, the Contractor shall supply and apply an approved graded bark mulch of even particle size to cover a depth of 75mm across the specified area. From time to time the Authorised Officer may at his discretion specify alternative cover depths generally in the range 50mm to 100mm. The Contractor shall include details of the mulches he proposes to use in his detailed Method Statement and thereafter seek the Authorised Officer's approval to any proposed changes.

3.2.2 As noted in the Preamble to the Specification (paragraphs 1.29 to 1.31) the Council's intention is that as much as possible of the green waste arising from his routine horticultural maintenance operations continues to be processed by the Contractor to be used by him in place of "brought in" mulches. The Contractor shall be responsible for obtaining and maintaining all necessary permits or licences required for the processing of green waste materials. Currently green waste arisings are processed by the Contractor at Battersea Park.

3.2.3 The Contractor shall ensure that any area to be mulched shall be thoroughly weeded and entirely free of all weed growth immediately prior to the application of mulch. In circumstances where the soil is dry prior to the application of the mulch the entire area to be mulched shall be thoroughly watered before the mulch is applied. The Contractor shall have accounted for all of the foregoing in the preparation of its Method Statements and when pricing the mulching options in the Bills of Quantities.

3.3 SOIL CONDITIONERS AND AMELIORANTS

3.3.1 Where instructed in writing by the Authorised Officer, the Contractor shall supply and incorporate into specified planted areas organic materials suitable for improving the soil structure and condition, e.g. well rotted farmyard manure, spent mushroom compost etc. The Contractor shall note that the incorporation of organic matter may vary between incorporation into the top surface to incorporation into a 100mm layer, 200mm below the surface level, depending on the nature and circumstances of the area being worked. At the time of tendering the tenderers shall submit details to the Authorised Officer of the medium/product he intends to use for this purpose. The Contractor shall take account of the Council's intention to increase the proportion of locally produced materials used for these purposes. The Contractor shall provide samples of the material to be used for any specified task to the Authorised Officer for his approval.

3.3.2 There may be occasions when the Authorised Officer requires the incorporation, according to manufacturer's instructions, of water retaining polymers (e.g. Broadleaf P4) into the soil of any specified planting area. On such occasions the Authorised Officer will issue the Contractor with specific instructions. This requirement is shown as a separate item in the Bills of Quantities and the Contractor is required to provide a price to supply and incorporate the materials per 10 square metres.

3.4 SUPPLY OF BEDDING PLANTS AND BULBS

- 3.4.1 Currently the Council, at its expense, supplies all bedding plants and bulbs required for the Contract. Dependant on the outcome of the evaluation of tenders it may be that the Contractor shall be required to supply all bedding plants and bulbs in accordance with the Authorised Officers detailed specification and requirements, paragraph 3.1.1 and Appendix 19. In either case such plants will be delivered to a limited number of specified delivery points within the Borough (by the supplier). The Contractor shall be responsible for the unloading of all deliveries and for the subsequent transfer of plants to the final planting locations. The Contractor shall be responsible for the care and maintenance of all plants whilst stored prior to planting, during planting and subsequently once planted. The care and maintenance of bedding plants shall include the application of approved treatments in the cases of fungal, pest or other injurious attacks on plants. Any plants that fail due to lack of care and maintenance whilst in store, in transit, during planting or subsequently, or that are lost by theft or other reason whilst in store in transit shall be replaced by the Contractor at his expense.
- 3.4.2 Subsequent to the completion of bedding works, and during the progress of the work, the Contractor is to save all of the bedding containers, trays etc. and return these to the storage location for return to the bedding supplier. The bedding supplier shall be responsible for the collection of these from the storage areas and their return to his premises.

3.5 PLANTING OF BULBS AND BEDDING PLANTS

- 3.5.1 Bed surfaces are to be maintained in accordance with BS 7370: Part 3 and BS 7370: Part 3 and so as to ensure that they are weed free at all times and that bed surfaces are even with no variation above or below a straight edge 0.5m in length greater than 25mm.
- 3.5.2 The bed surfaces shall be finished in fine tilth with no stoney or hard debris in excess of 25 mm diameter visible on the surface, no footprints, holes or indentations or plant roots exposed. Soil bed edges are to be neatly cambered
- 3.5.3 Dead flower heads shall be removed from plants immediately after flowering.
- 3.5.4 The Contractor shall comply with his Method Statement as to the preparation of beds and planting Spring and Summer beds and their layout including a list of plants to be used.
- 3.5.5 The Contractor shall plant annual bedding schemes twice each year; during the first 2 weeks of June and first 3 weeks of October each year in accordance with BS 7370 Part 4 (4.14)
- 3.5.6 The Contractor shall ensure that no more than 10 working days elapse between stripping out old plants and preparing the beds for new plants and planting the new bedding scheme.
- 3.5.7 The Contractor, when tendering, shall have been required to provide alternative prices for the provision and maintenance of seasonal bedding displays; the first to provide and maintain the displays using plants supplied by the Authorised Officer and the second to provide and maintain the displays using plants specified by the Authorised Officer and

supplied by the Contractor as set out in Appendix 19. The Contractor shall take account of all the foregoing when preparing its Method Statements setting out how it would provide each of the Council's alternative requirements. The Contract will reflect the option selected by the Council following evaluation of the tenders.

3.6 HERBACEOUS BEDS AND THE LAKE EDGES

- 3.6.1 Areas of herbaceous planting are currently restricted to the Winter Garden, the Cascades, the Old English Garden and the lake edges in Battersea Park, together with small beds such as those, close to the bowling green at Wandsworth Common, in King George's Park and Wandsworth Park, and at other locations such as roadside planters as shown on the Site Plans.
- 3.6.2 Herbaceous Borders are to be maintained in accordance with BS 7370: Part 3 and so as to ensure that there is no more than 5% weed cover at any time, that no weed exceeds 150 mm in height and bed surfaces are even, with no holes or footprints and no large stones or hard debris visible on the surface. The Contractor shall maintain the herbaceous beds well stocked in accordance with good horticultural practice.
- 3.6.3 Bed surfaces shall be maintained with a loose cultivated depth of 75 mm at all times and finished with a fine tilth. All soil bed edges shall be neatly cambered.
- 3.6.4 The Contractor shall supply and spread well rotted manure to a depth of 100 mm to all herbaceous beds in early spring.
- 3.6.5 All dead flower heads and discoloured leaves shall be removed periodically and shrubs shall be pruned in accordance with BS 7370: Part 4 (3.6).
- 3.6.6 All plants that require support shall be upright and firmly anchored into the soil. Supports, supplied by the Contractor, shall be unobtrusive amongst mature plant growth and ties shall not cause damage to plants.
- 3.6.7 The Contractor shall prune herbaceous plants throughout the growing season in a manner appropriate to the individual species. The Contractor shall agree the pruning programme with the Authorised Officer. The pruning programmes once agreed shall be included as Method Statements for the purposes of the Contract. Operations shall include, as appropriate and at appropriate times:
- Removal of dead flower heads to include a short section of stem, making the cut just above a suitable leaf axial, if appropriate;
 - Removal of the complete flower stalk to ground level;
 - Removal of all foliage and flower heads to ground level to allow for a second flush of foliage and flowers
- 3.6.8 Off season, all plant material (except shrubs and roses) shall be cut down to a height of 300 mm and temporary supports removed. Species with decorative seed heads or strong winter structure shall be left and cut back immediately prior to the commencement of the new growing season.
- 3.6.9 Pre- growing season, all previous season's growth shall be totally cut down to ground level (except shrubs and roses) and in accordance with BS7370: Part 4 (3.6). Shrubs and roses are to be pruned.

- 3.6.10 The Contractor shall divide herbaceous plants as described below. Plants to be divided shall be agreed with the Authorised Officer towards the end of each growing season.
- Dig out and lift the plants taking care to avoid disturbance to neighbouring plants and shake out excess soil from the root system back into the bed;
 - Divide the plant using two forks inserted back to back and lever apart. If the centre of the plant is becoming weak this shall be discarded;
 - Retain the new sections of the plant arising from the division and wrap in polythene bags or sheeting to prevent the roots drying out;
 - Excavate holes of appropriate size to enable the root systems of the divided sections of plant to be spread out on replanting, incorporating soil ameliorants as agreed with the Authorised Officer;
 - Plant the new sections of plant at the same depth as the lifted plant and heel in.
- 3.6.11 The Contractor shall regularly inspect aquatic herbaceous plants (floating and marginal species) for signs of damage, disease and decay and cut back dead, dying or diseased plants as appropriate. The Contractor shall report such instances to the Authorised Officer.
- 3.6.12 The Contractor shall comply with its Method Statement as to how it will maintain herbaceous beds including provision for re-stocking and shall have taken account of the requirements set out in paragraphs 3.6.1 to 3.6.11 and 3.8.1 to 3.8.14 when pricing this item in the Bills of Quantities

3.7 REFURBISHMENT OF HERBACEOUS PLANTING

- 3.7.1 Where instructed by the Authorised Officer the Contractor shall undertake refurbishment of herbaceous beds in accordance with the clauses set out below.
- 3.7.2 Beds shall be double dug to a depth of 600 mm incorporating any previous soil ameliorants and mulch
- 3.7.3 All litter, debris and stones exceeding 35 mm diameter shall be removed.
- 3.7.4 Place and face the plants on the bed in accordance with the agreed planting plan and schedule.
- 3.7.5 Once agreed with the Authorised Officer the Contractor shall excavate planting holes and incorporate soil ameliorants as appropriate in the backfill to each plant. Plants shall be removed from their containers and plant at the same depth as previously grown in the centre of the holes and firm the ground around the plant.
- 3.7.6 All plants shall be watered in to field capacity.
- 3.7.7 All containers shall be removed and the soil made good to remove all footprints and soil raked to ensure an even, graded tilth across the bed.

3.8 SUB TROPICAL PLANTING – WINTER PROTECTION.

- 3.8.1 The Contractor shall supply and install all materials necessary for the winter protection of the specified plants. The materials required include heavy grade horticultural fleece, straw, metal pegs, string and organic mulch.

- 3.8.2 The Authorised Officer shall indicate the plants requiring protection, using red tags affixed to the plants prior to the onset of winter, and the Contractor shall prepare a protection programme for approval by the Authorised Officer.
- 3.8.3 Large plants to be wrapped in fleece and lagged with straw, by the Contractor, include the bananas, cycads, brugmansia, tree ferns and palms as specified by the Authorised Officer.
- 3.8.4 Banana leaves shall be cut off cleanly and the remaining stems wrapped with heavy duty horticultural fleece. Multi stemmed plants shall be packed with straw between the stems prior to being wrapped in fleece. In all cases the fleece shall be secured in place with string and pegged to the ground (at the base).
- 3.8.5 Old brown leaves shall be removed cleanly at/from the base of cycads, which shall then be wrapped in their entirety, the crown packed with straw and the leaves lifted wrapped in fleece and bound with string and pegs.
- 3.8.6 Tree ferns shall be packed with straw at the crown only, wrapped in fleece and secured with string. The fronds shall be allowed to die back and shall be removed once brown.
- 3.8.7 Brugmansias shall be pruned as specified by the Authorised Officer, and wrapped in fleece secured by pegs and string.
- 3.8.8 Chamaerops palms shall be wrapped in their entirety, including the fronds. The old leaves shall be removed cleanly at the base prior to wrapping. The stems shall be lagged with straw and wrapped in fleece secured with pegs and string. The fronds shall be wrapped in fleece only to allow light through.
- 3.8.9 Phoenix palms shall be wrapped in their entirety until established using straw in the crown and fleece to allow light through.
- 3.8.10 Trachycarpus palms are fully hardy and shall be left unless otherwise instructed by the Authorised Officer.
- 3.8.11 Hibiscus and Fuschias shall be pruned back to ground level and covered with a 3” layer of an organic mulch of straw covered with compost, leaf mould or bark.
- 3.8.12 Tender shrubs shall be pruned to a short stem just above a bud and covered with a 3” layer of an appropriate mulch, in accordance with the Authorised Officers instructions.
- 3.8.13 Tender plants such as Aloe and Agave shall be packed around with straw and covered with heavy grade horticultural fleece to allow light through. The fleece, which shall cover the entire planted area, shall be elevated above the area supported on canes and secured with metal pegs.
- 3.8.14 Seasonal bedding plants where used in the beds in the sub tropical garden shall be removed and disposed of in the normal way at the appropriate times. The Contractor shall clear all arisings away from the areas at the completion of the tasks and inform the Authorised Officer of completion.
- 3.8.15 The Contractor shall take account of all the foregoing when preparing its Method Statements and pricing this item in the Bills of Quantities.

3.9 NATURALISING OF BULBS

3.9.1 All bulbs and corms shall be planted in the appropriate season as instructed by the Authorised Officer who will specify the areas, numbers and species of bulbs to be planted.

3.9.2 The Contractor shall generally be required to plant specified species of bulbs in planting holes of one square metre, excavated/cultivated to the depth appropriate to the particular bulb species, and the base cultivated, in numbers appropriate to the specified species. For guidance numbers to be planted shall generally range from 100 per hole for larger bulbs (e.g daffodils) up to 300 per hole for smaller bulbs (e.g. crocus). The numbers of planting holes to be prepared and planted, at one time, in any given area will be dependant on the size and nature of the area and may range from as few as four of five up to fifty (or more)

3.9.3 The Contractor shall ensure that sufficient numbers of bulbs, according to type, are planted in accordance with best practice for the planting of bulbs, in each of the planting holes and that turf is replaced to match adjacent surface levels, after the holes have been backfilled.

3.9.4 In addition to providing detailed rates for bulb planting as specified in paragraphs 3.9.1 to 3.9.3 the Contractor will have been invited to provide detailed rates to plant larger numbers of specified bulbs by means of a proprietary mechanical planting device. Where appropriate and where such a price has been provided the Authorised Officer may from time to time order bulb planting by this method.

3.10 GRASS CUTTING AND ROUTINE MAINTENANCE

3.10.1 The Contractor shall provide all plant, labour and equipment necessary to cut all grassed areas. The Contractor shall note that this requirement extends to entire grass areas and the Specification applies equally to the need to maintain the grass edges that abut earth margins and planted areas. Grass on these edges is to be maintained to the standard required for grass cutting at the particular site and is to be maintained at the same time as routine mowing operations. The Contractor shall ensure that every grass area is cleared of loose litter and all other debris, including that which might be damaging or dangerous immediately prior to each and every mowing operation.

3.10.2 Grassed areas shall be cut in accordance with the specified mowing regimes detailed at 3.10.3 below.

In areas where naturalised bulbs are present there shall be no mowing of the naturalised area from the emergence of bulbs until eight weeks after foliage has died back. The Contractor shall maintain a record of naturalised areas that are planted during the Contract term and ensure that these are maintained in the appropriate manner. “Low maintenance amenity areas” which are generally restricted to Wandsworth and Tooting Commons are marked on the Site Plans. In general these areas are to be found at the perimeters of more formally maintained grass areas and occasionally at blocks between such areas. These are areas where high maintenance specifications are not required to facilitate sports use and the intention is to create areas of more informal grass land but mown more frequently and generally to lower heights than at Ecological Areas. The aim is to allow easy public access whilst improving the visual amenity and controlling the emergence of broad-leaved weeds.

3.10.3

In all cases the overriding requirement is to maintain grass lengths within the limits for the type of grass cutting regime specified below. In all cases the frequency of cutting shall not, therefore, be less than that which will maintain the required standards throughout the year and the Contractor's Method Statements will clearly set out how he will consistently achieve these requirements. Regimes are set out on the table below:

MINIMUM AND MAXIMUM PERMITTED GRASS HEIGHTS		Maximum height (mm) permitted at any time	Max height (mm) permitted immediately following a cut	Minimum height (mm) permitted following a cut
Open grassed areas, unboxed mowing				
i	General amenity areas including football pitches and general cemetery areas	60	40	40
ii	Rugby pitches	60	40	40
iii	Cricket outfield (playing season only) and hockey pitches	20	10	10
iv	Ornamental amenity areas (winter season)	50 (40)	40 (25)	40 (20)
v	Low maintenance amenity areas	75	50	40
Ornamental boxed mown areas				
Note: If this is removed from the Contract at any time in accordance with the Change Control Procedure (Schedule 11) these areas will be classified as "Ornamental amenity areas" (see iv above) (para 1.5)				
vi	Ornamental grass including specified areas within cemeteries (winter season)	50 (40)	40 (25)	40 (20)
vii	Lawns at Social Services sites (winter season)	50 (40)	40 (25)	40 (20)

MINIMUM AND MAXIMUM PERMITTED GRASS HEIGHTS		Maximum height (mm) permitted at any time	Max height (mm) permitted immediately following a cut	Minimum height (mm) permitted following a cut
Fine turf, boxed mown sports areas Note: fine turf, sports box mowing will be included, as required, in the Contract.				
viii	Bowling Greens (playing season)	6	5	5
ix	Cricket Squares (playing season)	15	10	5
x	Cricket wickets (playing season)	N/A	5	3
xi	Bowling greens/cricket squares (out of season)	15	10	10
MINIMUM AND MAXIMUM PERMITTED GRASS HEIGHTS (continued)		Maximum height (mm) permitted at any time	Maximum height (mm) permitted immediately following a cut	Minimum height (mm) permitted following a cut
Ecological Areas				
xii	Wildflower meadow maintenance	N/A	50	50
xii	Grassland management	N/A	50	30
xiv	Semi Rough Areas	N/A	75	50
xv	High maintenance areas	40	20	15

- 3.10.4 At each visit, the entire area of grass, including the edges, shall be cut to the specified standards. All grass cutting operations shall be completed at each visit. Additional requirements are detailed, as appropriate, in the case of fine turf and ecological areas.
- 3.10.5 Mowing shall be undertaken using only suitable lawnmowers approved by the Authorised Officer. It is the Contractor's responsibility to ensure that mowing machines are kept fully and properly adjusted both for height and finish of cut at all times.
- 3.10.6 Grass immediately adjacent to any edges or obstructions shall be cut to the standard prescribed for the particular site at the same time as the site is mown.
- 3.10.7 Cutting shall be undertaken in such a way that lines of discharged grass are not left on the surface of grass areas and the finished operation shall leave an even mown finish across the entire site area. Side discharge mowers of types that cause this effect shall not be used by the Contractor. Grass mowings which are boxed shall not be tipped on any grass surface, but shall be collected at the site and removed by the Contractor on the same day that they are generated leaving the site clean and tidy.
- 3.10.8 Grass cuttings which escape from the machinery onto paths or other hard surfaces, shall be swept up and disposed of at the time that they arise and at the Contractors own expense.
- 3.10.9 When, in the opinion of the Authorised Officer, excessive quantities of mown grass arisings are left on the grass area immediately after mowing whether the site has been subject to a default or not the Contractor shall at his own expense collect up and clear all such excessive arisings from the site in question, as instructed by the Authorised Officer.
- 3.10.10 Where the Contractor is working close to public highways and footpaths he shall comply with the appropriate sections of the Road Traffic Acts and other relevant legislation and supply the appropriate warning signs.
- 3.10.11 . The Contractor shall ensure that his proposed operations are sufficiently frequent throughout the mowing/growing season to suppress the build up of thatch (Scarification) and sufficiently frequent throughout the year to encourage strong and vigorous grass root development and free surface drainage (Aeration). Once his proposed operations are approved by the Authorised Officer the Contractor shall ensure that they are carried out in accordance with the approved programme without the need for further instruction. The costs of these operations shall be deemed to be included in the Contractor's Detailed Rates for the routine mowing/maintenance of the ornamental amenity and, as appropriate, the boxed mown areas.
- 3.10.12 The the Contractor shall ensure that the routine application of appropriate Spring and Autumn fertilizers and the regulatory application of approved top dressings all in respect of the routine maintenance of the ornamental amenity and boxed mown area, as appropriate, are carried out in accordance with the approved programme without the need for further instruction. The costs of these operations shall be deemed to be included in the Contractor's Detailed Rates for the routine mowing/maintenance of the ornamental amenity and, as appropriate, the boxed mown areas.
- 3.10.13 The Contractor should note that the Authorised Officer may direct from time to time the Contractor to carry out similar operations to other grassed areas.

3.10.14 The Contractor shall ensure that all plant used in the performance of the Services is suitable for the ground conditions found prevailing on any site at any time. Any damage to grassed areas arising from the use or misuse of plant shall result in the cost of repairing such damage being borne by the Contractor.

3.11 PROTECTION TO TREE BASES IN GRASS

3.11.1 The Contractor shall ensure that all mowing operations are undertaken in such a way as to avoid damage to the base of any tree. The Contractor shall not use mechanical trimmers or other cutting machinery when cutting grass within 300 mm of individual tree bases.

3.11.2 The Contractor shall maintain mulched tree pits around young trees in ornamental grass areas and lawns in a weed free condition by hand means.

3.11.3 Grass around trees in General Amenity Areas shall be maintained to the same standard as the surrounding grass areas.

3.11.4 Grass around trees in low maintenance amenity areas shall be cut on written instruction from the Authorised Officer.

3.12 PROGRAMMES FOR VARIATIONS TO SCHEDULES ARISING DUE TO WEATHER CONDITIONS

3.12.1 In normal weather conditions the Contractor shall be required to keep to the programme which he has submitted to ensure that the Contract standard is maintained in respect of grass cutting and all related activities such as the clearance of litter etc. In some cases the Contractor's mowing operations have to be co-ordinated with litter clearance operations carried out by others and it is the Contractor's responsibility to ensure that he makes other service providers, and the Authorised Officer, aware of any variations, whether temporary or permanent, to his mowing programmes for whatever reason. Variations to the grass cutting and other routine task schedules may arise in the following circumstances:

3.12.2 Weather conditions being such as to abnormally stimulate growth to the extent that additional cuts or other routine maintenance operations are required in order to maintain the standards laid down in the Paragraph 3.10.3 of the Specification. In this case the Contractor, in order to meet the standards of the Specification, shall vary his programme at his own expense as required by the Authorised Officer in writing prior to operating the variations.

3.12.3 If inclement weather prevents work being carried out the Contractor will be required to obtain the agreement, in writing, of the Authorised Officer to a variation of the programme to provide for work not carried out as a result of the inclement weather. The Contractor shall be required to resume work as soon as possible in accordance with his submitted programmes and to catch up any work not done within seven days of the original timing. Until the expiry of the seven day period the default system shall not operate in respect of the parts of the programmes delayed through inclement weather except in the cases of works improperly performed during that period. If in the opinion of the Authorised Officer adverse weather conditions persist for a period of time so as to prevent a catch up of work within seven days he may suspend the default system in respect of those parts of the programmes so affected.

3.12.4 Where weather conditions are such as to inhibit the growth of grass or weeds in planted areas to negligible amounts between programmed visits the Contractor may, with the agreement in writing of the Authorised Officer, vary his mowing programmes and temporarily deploy the staff so released to the performance of other Contract tasks.

3.13 VARIATION FOR ANY OTHER REASONS

3.13.1 Any changes resulting in additions or reductions to those sites listed in the schedules/appendices or to the work required on existing sites in accordance with Condition 10 and Schedule 11 will be at the discretion of the Authorised Officer and an adjustment will be made in the Annual Sum, in direct proportion to the increase or decrease in work, the value of such increase or decrease being calculated using the Detailed Rates in the Bills of Quantities.

3.14 EDGING

3.14.1 During the winter season, on receipt of specific instructions issued by the Authorised Officer, the Contractor shall:

- trim grass edges which abut hard surfaces, eg, paths, etc, by means of an edging iron cutting back to a true line
- reform grass edges which abut earth margins and planted areas by means of an edging iron cutting back to create a true line.

3.15 HOEING AND WEEDING

3.15.1 All planted areas to include shrub, rose, herbaceous and flower beds and hedge bases shall be maintained substantially free from all weed growth at all times and entirely free of weed growth immediately after each routine maintenance visit, by hoeing and hand weeding the entire surface of the beds, such beds to be cultivated regardless of the presence or non-presence of weeds. All weeds shall be removed from sites in all cases. At each visit on completion of the work, soil is to be thrown back onto the surface of the bed and levelled to the existing so as to maintain the channel to the adjacent surface without damage to the edge.

3.15.2 In addition to the specific weeding requirement (3.15.1) the Contractor shall keep all planted areas free of self-sown seedlings (particularly tree seedlings) in order to maintain planting in other areas as intended. Such removals shall wherever possible include the removal of all root growth where this can be achieved without damage or risk of damage to adjacent plants.

3.15.3 The Contractor shall check for, and cut out, Brown Tail Moth cocoons in an approved manner, back to clean and unaffected wood and place immediately into a strong sack, ensuring that no loss of cocoons or caterpillars occurs. Sacks shall be securely tied, removed from site to a designated area to be agreed by the Authorised Officer and disposed of by burning.

3.16 MAINTENANCE OF PLANTED AREAS

3.16.1 Non-mulched: All such planted areas including shrub, rose and flower beds and the defined and maintained bases of formal hedges shall be kept substantially free of weed

growth throughout the year by manual cultivation (includes Winter Cultivation 3.17). The overriding requirement is that there shall be, at no time, any weed growth which exceeds 25mm height nor at any time shall there be a weed growth cover over more than 30% of the individual planted area. After each weed removal operation the earth surface shall be entirely free of weed growth and left with an even, fine tilled appearance.

- 3.16.2 Mulched: All planted areas including shrub, rose and flower beds and the defined and maintenance bases of formal hedges shall be kept substantially free of weed growth throughout the year by hand pulling without mixing soil into the mulched surface. The overriding requirement is that there shall at no time be any weed growth which exceeds 25mm height nor at any times shall there be a weed growth cover over more than 30% of the individual planted area. After each weed removal operation the bed shall be entirely free of weed growth and the mulch shall be evenly redistributed and levelled to leave an even surface appearance.
- 3.16.3 Ground cover: The general description of areas, or works required and of standards required is similar to that given at (3.15.2 - "Mulched").
- 3.16.4 The Contractor shall ensure that soil levels are kept topped up at all times to the established levels and soils used for this purpose, shall be provided by the Contractor at his expense, and shall comply with BS 3882.
- 3.16.5 Chemical weed control to beds: There may be occasions when chemical control will be permitted on certain areas. In such cases the Specification and prices are given in the Bills of Quantities appropriate to chemical control will apply and such works will only be carried out on receipt of specific instructions from the Authorised Officer.

3.17 CULTIVATION OF PLANTED AREAS, WINTER SEASON

- 3.17.1 In addition to the specified weeding requirements (3.15.1) rose beds, non mulched planted areas and formal hedge bases shall be lightly forked over once during the winter period. The depth of cultivation shall be 100mm generally but less where shallow rooted shrubs and roses necessitate. This work will be carried out during a routine maintenance visit which shall be programmed by the Contractor to occur concurrently with or immediately after the winter pruning operations appropriate to specific sites.
- 3.17.2 Forking of rose beds shall also incorporate 100 mm depth of well-rotted manure.

3.18 EXTRA MAINTENANCE OF FLOWER AND ROSE BEDS

- 3.18.1 In addition to the weeding operations detailed in Paragraph 3.15 of the Specification there is a requirement throughout the year to carry out other routine tasks on areas planted with roses and annual bedding and herbaceous plants. These comprise:
- a) The general and regular dead-heading of flowering plants immediately after flowering, throughout the year, and in the case of roses the removal of suckers;
 - b) Climbing roses and other climbing plants shall be kept tied back to their supports at all times. Where roses climb over arches or pergolas these shall be trained to ensure there is no damage to members of the public passing beneath;

- c) Free standing roses shall be tipped back in November to prevent wind rock (see Paragraph 3.23.1 of the Specification);
- d) The Contractor shall ensure that all these areas are kept sufficiently watered at all times to promote maximum vigour and flowering capacity. Any plant which fails due to lack of water will be replaced by the Contractor at his own expense. The Authorised Officer shall not issue specific instructions in respect of watering. It is expected that the Contractor shall be fully aware of current and future watering needs and shall act accordingly, and promptly. Fixed watering points are not provided at the majority of the roadside planted areas. The Contractor must account for this and ensure that the detailed programme of watering demonstrates that he will employ suitable alternative methods. The Contractor shall provide, to the Authorised Officer, his detailed programme of watering routines for such areas and shall satisfy the Authorised Officer of his ability to carry out sufficient watering at all times to all such areas.

3.18.2 The overriding aim is to ensure the maximum health, vigour and flowering capacity of all plants at all times. In addition to sufficient watering the Contractor shall be required, at his own expense, to supply and apply approved fertilisers as frequently as is required to achieve the “overriding aims”.

3.19 HEDGE CUTTING

3.19.1 Hedges shall be cut back, by means of appropriate equipment (generally hand shears or hand held mechanical hedge trimmers), to the height and width established by the previous routine hedge cutting operations. The finished task shall present a neat, tidy and pleasing appearance. All arisings from these operations shall be removed from the site by the Contractor and disposed of at the time that they arise.

3.19.2 Unless otherwise instructed by the Authorised Officer all hedges shall be trimmed twice a year during the growing season, generally once in May and once in September. On occasion the Authorised Officer may require an additional, third trimming subject to prevailing growing conditions. The Contractor shall include his proposed timetables for hedge cutting in his Method Statements. The Contractor shall ensure that hedge cutting operations are carried out in accordance with his approved Method Statements without the need for further instruction.

3.19.3 Immediately after cutting hedges shall have a uniform finish with a flat top and faces, with no protrusions or projecting foliage or stems. The hedge faces shall have an inward taper of 10° from base to top – except where a face adjoins a fence. The top of the hedge is to run parallel to ground levels and slopes with a constant height for its entire length. Angles between top and faces shall be clean and crisp (not rounded). During routine hedge cutting operations the Contractor shall check for Brown Tail moth cocoons and deal with them as described at 3.15.3 (above)

3.19.4 Hedges - specific locations: Specified hedges shall be trimmed once per year generally during the winter season.

3.20 GROUND CULTIVATION, PREPARATION AND RENOVATION

- 3.20.1 Where worn grass areas or other earth areas are to be renovated, resown, regraded etc. the entire area concerned shall be cultivated by manual or mechanical means and shall be thoroughly broken to a uniform depth of 150mm. All stones exceeding 25mm gauge and all weeds and other injurious matter shall be collected up and cleared from the site. The entire area shall be graded, levelled and raked to a fine and true bed. In the case of seeding, sufficient topsoil to BS 3882 shall be provided by the Contractor at his expense to bring the surface level as the adjacent areas. In the case of turfing sufficient of the soil on the area being worked shall be removed, or additional soil, to BS3882, shall be provided by the Contractor, at his expense, to allow the new turf to match the adjacent surface levels.
- 3.20.2 Prior to seeding or turfing, the entire cultivated area shall be treated by the addition of a pre-seeding fertiliser, approved by the Authorised Officer (Appendix 9) The fertilizer shall be supplied by the Contractor and applied in accordance with the manufacturers instructions. Immediately prior to re-turfing, the entire area shall be compacted to a true level by means of raking and light rolling.
- 3.21 GRASS SEEDING
- 3.21.1 Where grass seed, approved by the Authorised Officer and provided by the Contractor (Appendix 9) is to be sown, the seed bed shall be prepared as specified in Paragraph 3.20. The seed shall be broadcast over the entire area at a rate of not less than 60gm., per square metre. The seed bed shall be lightly raked to cover the seed and rolled with a light roller. Any area which fails to establish fully except by other than natural causes shall be resown by the Contractor at his own expense. In cases where the prepared seed bed is dry prior to seeding, the entire area shall be watered and after re-seeding the resown area shall be watered sufficiently and sufficiently often and in such a way as to promote rapid and vigorous establishment of a healthy grass sward.
- 3.22 TURFING
- 3.22.1 On a bed prepared as specified in Paragraph 3.20 the Contractor shall supply and lay good quality turf as specified in Paragraph 2.3. The turves shall be laid as directed, appropriate to the specific task ordered and shall be neatly cut to edges and around obstructions, tightly butted to each other and the surrounding grass and well firmed down. Immediately after laying turf the Contractor shall top dress the area with fine sifted or sandy loam, brushed well into the joints and shall then lightly roll the area to a firm even surface. Where gradients on banks necessitate, the turves shall be secured by wooden pegs driven through the turves into the bed. It is the Contractor's responsibility to ensure that the entire turfed area subsequently receives sufficient water to ensure the proper establishment of the grass. All turves which subsequently fail to establish properly, other than by natural causes, shall be removed by the Contractor and replaced by new turves, supplied at his own cost. Such works, as they arise, shall be carried out at such times as are specified by the Authorised Officer and entirely at the Contractor's own expense.
- 3.23 PROTECTION OF RENOVATED AREAS
- 3.23.1 As required by the Authorised Officer there will be occasions when renovated areas, and other general areas shall be fenced by the Contractor to protect the works. The fencing which shall be provided by the Contractor shall be 1.35m high cleft chestnut pale fencing, undamaged, in good condition and conforming to BS 1722 part 4 and shall consist of pales 75mm apart on two wires stapled to the pales. Posts provided by the

Contractor shall be a minimum of 75mm diameter, 1.8m long and pointed. Timber below ground shall be treated with approved, non-toxic preservatives. Posts shall be driven to at least 450mm depth into the ground at 2 metre centres and at each corner and change of direction. Fencing is to be fixed to posts so as to be taut and vertical, and is to be kept in this condition by the Contractor until he and the Authorised Officer agree that the renovations are successfully established at which time the Contractor shall dismantle and remove the temporary fencing, clear the site of any associated debris and make good, as required the ground immediately on the fence line and all post holes. Where wire ties or similar are used to fix the fencing to the posts the Contractor shall ensure that the ends of the ties are secured back in such a way that they constitute no risk or hazard to members of the public or staff.

3.23.2 The Contractor shall comply with its Method Statement that details how it will provide each of the requirements set out in paragraphs 3.20 to 3.23 inclusive.

3.24 PRUNING, ETC

3.24.1 The pruning requirement extends to all shrubs, except those found in specific ecological areas, requiring all or any of the maintenance referred to in the “definition” of pruning. The definition of pruning is the removal of that of the previous season’s growth which is superfluous as appropriate to the specific plant together with the removal of all diseased, dead and damaged wood. In addition the Contractor shall remove such further stems as required to create a balanced form to the plant, encourage new growth and prevent overhang of paths and other areas of hard surfacing, as required. Pruning of all plants shall be carried out using only sharp tools of types appropriate to the task. Cuts shall be clean, normally 10mm above a suitable bud and correctly weathered. Any wound left by a cut too large to be made with normal secateurs shall be trimmed clean with a suitable sharp knife. All plants shall be pruned at the time and in the manner most suitable to the specific plant. In general pruning operations will be required to be completed before the end of the third week of March each year however pruning of individual plants, or groups of plant may be required to remove a nuisance or a hazard identified either by the Contractor or the Authorised Officer. For the progress of pricing operations in the Bills of Quantities the Contractor shall make his own assessment of the annual work requirement and provide details in his Method Statements.

3.24.2 Categories

3.24.3 Roses - shall be pruned according to type during February as directed, and in accordance with the details provided at Paragraph 3.24.1.

3.24.4 In November free standing roses shall be tipped back by between one third and one half of the previous seasons growth as specified to reduce the effects of wind rock, (see Paragraph 3.18.1, Extra Maintenance, etc).

3.24.5 Shrubs - as detailed above at Paragraph 3.24.1

3.24.6 Notwithstanding the pruning requirements detailed above in paragraphs 3.24.1/3/4 the Contractor shall carry out all such prunings (in the appropriate manner and using appropriate tools) as are required to keep the shrubs and roses that abut footpaths from encroaching over the footpaths or impeding free and safe passage to users. The Contractor shall provide details of his proposed inspection and pruning programmes in the Method Statement in respect of these requirements.

- 3.24.7 Reductions In addition to routine pruning there will be the occasional need for the reduction, by varying amounts, of specified shrubs, e.g. Laurels. These tasks will be ordered as required and the categories are:
- a) to reduce a specified established shrub by 50% of old growth.
 - b) to reduce a specified established shrub by 95% of old growth. Old growth is defined as that which is older than the preceding season 's growth.
- 3.24.8 Each category as detailed above is to be priced individually in the relevant Bills of Quantities.
- 3.25 **RESTAKING AND TYING: SHRUBS AND ROSES**
- 3.25.1 In the course of general maintenance, the Contractor shall, at his own expense, restake and re-tie plants as required.
- 3.25.2 Climbing plants, including roses, shall be trained and supported, and subsequently kept trained and supported by the Contractor, as appropriate to their situation and in such a way as to promote maximum flowering and visual impact.
- 3.26 **CLEARANCE OF VEGETATION FROM FENCELINES/BOUNDARIES**
- 3.26.1 The Contractor shall keep all fence lines and other boundaries clear of vegetation (of whatever type) that intrudes across/into formal and informal footpaths from neighbouring land and which might cause inconvenience or risk to users of the footpath. The Contractor shall provide details of his proposed inspection clearance programmes, in respect of this requirement, in the Method Statements.
- 3.26.2 The Contractor shall maintain all hard surface areas, across the entire surface areas and the perimeters, free of weed growth (living and dead) and he shall provide details of his proposed inspection and clearance programmes in the Method Statements.
- 3.26.3 The Contractor shall comply with its Method Statements that detail how it will provide each of the requirements set out in paragraphs 3.24 to 3.26 inclusive.

4 SPORTS PITCH BOOKING SERVICE

4.1 GENERAL

4.1.1 The Sports Pitch Booking Service shall comprise all of the tasks, operations and activities necessary for the provision of an accessible bookings and pitch allocation system together with the allocation, provision, attending, security, regular cleansing and maintenance of all sports changing rooms (set out in Appendix 4), all to the standards specified in paragraphs 4.11, 4.12 and 7.2.2. The Contractor shall retain the income derived from the booking/use of the outdoor sports pitches. The Contractor's detailed rates for the Sports Pitch Booking Service shall fully reflect the requirements set out in this Section 4 of the Specification.

4.1.2 The start and finish dates of the summer (except bowls) and winter sports seasons shall be:

- a) Summer Season
Starts - the first Saturday after Easter
Ends – the Sunday immediately prior to the end of the school summer holiday
- b) Winter Season
Starts – the first Saturday after the end of the school summer holiday
Ends – the last Sunday before Easter
- c) Bowls Season
Starts – third Monday in April
Ends – last Sunday in September

Variations to the above shall only be allowed with the prior written consent of the Authorised Officer

4.1.3 When allocating pitches the Contractor shall ensure that defined periods are kept free of bookings to allow for the appropriate maintenance tasks that are required to ensure that the playing surfaces are maintained to the required standards. For guidance:

- a) In the case of cricket bookings are generally not accepted for grass wickets, or for artificial wickets that are on, or adjacent to, grass cricket squares for Mondays and Fridays during the playing season.
- b) In the case of football there needs to be sufficient time available between bookings to allow for the routine over-marking, aeration and other maintenance duties necessary to maintain the required standards.
- c) in all cases the overriding requirement is that the Contractor ensures that playing surfaces are maintained and provided to the required standards at all times

4.1.4 When allocating pitches the Contractor shall take account of the regular events that are held each year at specified sites. Details of the events, including time of year and duration, and the sites/pitches affected by them are provided at Appendix 8.

4.1.5 When allocating pitches the Contractor shall also take account of other events notified to the Contractor by the Council's Events Service at the start of each year and updated throughout the year. Where such events require a sports pitch or pitches to be

temporarily unavailable for sports use the Contractor shall be paid, (by the event organiser) the appropriate sports pitch booking fee as set out below:

- a) 6 months (or more) notice provided to Contractor – no fees payable (to Contractor)
- b) 3 to 6 months notice provided to Contractor – 50% of the appropriate pitch fee payable (to Contractor)
- c) less than 3 months notice provided to Contractor – full appropriate pitch fee payable (to Contractor)

4.1.6 The Contractor shall set in place procedures for the booking of all sports pitches, bowling greens and other sports facilities contained within the Contract in accordance with the specific requirements set out in the Specification and the supplemental information provided in the Schedules and Appendices.

4.1.7 The Contractor shall be required to operate booking and payment systems appropriate to each facility through the use of:

- a) telephone booking and payment systems, and
- b) an electronic booking and payment system, accessible from the Council's website, and
- c) on site attendants

4.1.8 Appendix 20 provides details of the use of the various sports pitches during the period Summer 2008 to Summer 2011 inclusive. Appendix 21 provides details of the facility charges for the financial years 2010/11 to 2012/13 (current year charges)

4.2 PROGRAMME AND PROMOTION

4.2.1 The Contractor shall assist the Council in the provision of a balanced Programme of Activities in all facilities and shall actively support and promote the Council's "Active Wandsworth" Strategy 2011-2017.

4.2.2 The Contractor shall accommodate initiatives and projects initiated by the Council's Sports Development Team promoting multi-sport activities for school aged children during school holidays.

4.2.3 In planning such arrangements the Contractor shall take account of all existing agreements for use of the facilities. The Authorised Officer shall provide the Contractor with details of all such arrangements under the current contract and the Contractor shall continue to honour such agreements under the terms of the Contract if required to do so by the current user.

4.2.4 The Contractor shall not enter new agreements which extend beyond the end date of the Contract, without the written agreement of the Authorised Officer. In such circumstances, the Contractor shall pass to the Authorised Officer all fees and charges received in receipt of bookings for any event scheduled to take place after the end date of the Contract.

4.2.5 The Authorised Officer reserves the right to not accept any booking of the facilities which are not considered to be in the interest of the Council.

4.3 CHARGES

4.3.1 The Contractor shall levy charges no higher than the maximum charges that the Council shall determine for the activities included in this Contract.

4.3.2 The Council shall determine such maximum charges annually, usually in November each year, which shall usually operate from the following 1st January. The Authorised Officer shall notify the Contractor in writing each year of the charges to apply from the following 1st January and the Contractor shall apply charges no higher than the maximum charges so notified. The Contractor shall submit his proposed charges for the first year of the Contract, where they differ from the approved charges, as a part of his proposed booking and collection system in the Method Statement (Schedule 3).

4.3.3 The Contractor shall be entitled to propose charges for consideration by the Authorised Officer. The Authorised Officer shall not be bound to accept any such proposals. The Authorised Officer shall, however, be mindful of the average charge for similar activities in the Inner London Area. Charges shall usually increase to provide an overall average Retail Prices Index annual increase. The current maximum charges are shown in Appendix 21.

4.3.4 With the exception of Christmas Day, public holidays shall be normal working days and the Contractor shall have taken account of this when pricing this tender.

4.4 PUBLICITY

4.4.1 The Contractor shall work with the Council to develop and bring forward proposals to improve the quality and availability of publicity material and signage. This shall include information and facilities provided on the Council's web site, and shall provide details of his proposals to publicise and market the availability and booking arrangements for sports facilities in his Method Statements.

4.5 SPORTS COMPLAINTS

4.5.1 The Contractor shall record all complaints, whether written or verbal, in a complaints book. The Contractor shall, in the first instance, resolve all complaints at each site, provided this does not conflict with the requirements of the Contract. In every case the Contractor shall request that the complainant provide personal details in the form of name, address and telephone number. If the complainant is dissatisfied with the Contractor's response to the complaint, the Contractor shall immediately provide the Authorised Officer with details of the complaint, of the complainant and of the response/s that he has provided, in accordance with the procedures that the Contractor has set out in the Method Statements.

4.5.2 The Contractor shall refer any complaint, and the complainant, that refers to the Citizen's Charter or Human Rights Act direct to the Authorised Officer and shall advise the complainant accordingly.

4.5.3 The Council places paramount importance on customer satisfaction and the significance of complaint data will be discussed at regular meetings with the Contractors

Representative together with measures to improve or modify site procedures in order to resolve individual complaints and reduce complaint trends.

4.6 SPORTS ACCIDENTS

4.6.1 The Contractor shall maintain a record and investigate the circumstances of all accidents, injuries, fatalities or potentially dangerous incidents at the sites and facilities which are the subject of this Contract and report such incidents to the Authorised Officer and, if required under RIDDOR, to the Health and Safety Executive.

4.6.2 In the case of fatalities or life threatening incidents the Contractor shall immediately notify the Health and Safety Executive and the Authorised Officer and co-operate fully with both parties in any subsequent investigation and/or other actions.

4.7 MONTHLY REPORT

4.7.1 At the end of each month the Contractor shall supply the Authorised Officer with a report, in a form to be agreed with the Authorised Officer and no later than 7 days after the end of the month, detailing:

- a) The number and nature of bookings at each facility for the previous month
- b) The number and nature of programmes arranged and run by the Sports Development Team.
- c) Records of sports pitch availability and the reasons for any cancellations in the previous month.
- d) List of all complaints received during the previous month. The list shall detail the site concerned, the nature of the complaint, details of the complainant (if supplied) and how each complaint was dealt with and the outcome.
- e) Records of all accidents or injuries sustained by staff or users during the previous month.

4.8 INVESTMENT AND REFURBISHMENT

4.8.1 The Council has previously undertaken major programmes of football and cricket pitch refurbishment financed through its capital programme. The programmes included the refurbishment of all football pitches and the majority of the grass and artificial cricket squares and wickets.

4.8.2 There are no current plans to undertake any further refurbishments however the Council will welcome and encourage proposals from the Contractor to improve facilities and the service provided to the public. Partnership schemes involving the Contractor, the Council, the local community and third party sponsorship will be particularly welcomed.

4.9 SPORTS EQUIPMENT

4.9.1 Prior to the commencement date the Contractor shall agree with the Authorised Officer, a full Inventory and Schedule of Condition of all goal sets, including goal nets, cricket practice net facilities, bowling green equipment and similar sports equipment at each

facility. It shall be the Contractor's responsibility, during the life of the Contract to maintain, to include repainting as required, repair and, where necessary, replace such equipment to the satisfaction of the Authorised Officer. The Contractor's Method Statements will provide details of his proposals in this respect, in particular details of routine/regular inspections during the playing season and replacement programmes in accordance with equipment manufacturers' guidelines and advice.

- 4.9.2 One month prior to the end of the Contract, the Contractor shall agree with the Authorised Officer the Inventory and Schedule of Condition for all Sports Equipment.
- 4.9.3 The Authorised Officer shall assess any loss of value, save for fair wear and tear, to items on the Inventory. Any loss of value due to lack of maintenance, failure to replace items or missing items, shall be made good by the Contractor at his own expense.

4.10 ATTENDANTS – SPORTS CHANGING ROOMS

4.10.1 GENERAL

4.10.2 The Contractor shall provide attendants with suitable and appropriate skills and knowledge for each period of use of sports facilities on grass areas (e.g. football, rugby, cricket etc).

4.10.3 Whilst attendants may only be required during periods of booked use for senior sports matches, the Contractor should be aware of the need for a more continuous attendant provision for schools' use of the 2 playing fields: Fishponds and Doverhouse Road. On average these facilities are in use on all weekdays plus a number of Saturday mornings throughout each school term.

4.10.4 Details of the tasks to be performed by attendants are set out below, the general requirement being that they provide supervision of the use of the facilities and assistance to those using the facilities, ensuring the safe, secure and efficient running of the premises.

4.10.5 The Contractor will be issued with 2 sets of keys for each of the specified facilities at the commencement of the Contract. From that time, the Contractor shall be responsible for the security of the premises and their contents and for the safe-keeping of the keys. The Contractor shall, at his own expense, replace any keys which are lost or damaged. The Contractor shall also bear all costs incurred by the Council, in replacing locks and the associated replacement keys. The Contractor shall note that many of the facilities are fitted with specialised security locks, copy keys for which may only be obtained from the Authorised Officer. All keys held by the Contractor, to include the original sets issued together with any further keys that the Contractor may have obtained during the term of the Contract shall be returned to the Authorised Officer at the end of the Contract.

4.11 ATTENDANTS DUTIES

4.11.1 The Contractor shall comply with its Method Statement, which provides the details of how he shall ensure that all changing rooms are open, clean, stocked and in full working order (including hand basins and showers) before the scheduled time of arrival of team users, and that appropriate equipment, such as goals, goal nets etc is readily available to the users and in good and serviceable condition in accordance with the Contractors own schedule of pitch bookings. The Contractor shall ensure that the designated attendant is on duty and readily available at all times throughout booked periods of use, that changing rooms are securely locked whilst games are in progress and that no unauthorised access is permitted. Current changing room facilities are listed at Appendix 4. Records of all lost property, damage, routine repairs and maintenance shall be kept and provided to the Authorised Officer on a regular basis, generally weekly. The Contractor shall ensure that all changing rooms are vacated, locked and secure and that heating and hot water services are turned off, or appropriately regulated, at all times when not in use and, as appropriate in accordance with the stated parks' closing times. The Contractor is also responsible for ensuring all Health and Safety inspections including the L8 Legionella tests are carried out and recorded.

4.11.2 In the event of an accident or other emergency during the period of use the attendant shall summon the appropriate emergency service/services, in accordance with the

procedures set out in the Method Statement and shall assist as required and shall report the matter to the Authorised Officer as soon as is practicably possible. In the case of an incident causing death or serious injury to any person, apart from summoning the appropriate emergency services, the attendant shall immediately inform the Duty Supervisor, who shall without delay inform the Health and Safety Executive and the Authorised Officer in accordance with the procedures set out in the Method Statement.

- 4.11.3 Throughout the period of use the attendant shall provide such assistance as may be reasonably requested by users to assist in their enjoyment of the facility including dealing with any minor cleaning requirements that might arise, in particular mopping up or otherwise clearing spillages which might lead to slipping or other accidents.
- 4.11.4 At all times throughout each period of use the attendant shall ensure that the rules and regulations governing the use of the premises, including ensuring that users behave in a reasonable manner causing no undue disturbance nor giving offence to other users and near neighbours, as laid down by the Council are observed in full by users. The attendant shall check the permits to play and ensure that only those with valid permits be permitted access to the facilities and the pitches. Any breaches of the regulations shall be reported to the Authorised Officer as soon as is practicably possible, in accordance with the procedures set out in the Contractor's Method Statement. This requirement extends to ensuring, as far as is possible, that users behave, both at the premises and on the sports pitch, in a reasonable way causing no undue disturbance nor giving any offence to other users and near neighbours.
- 4.11.5 The Contractor shall ensure that his designated attendants have sufficient knowledge of particular sports to be able to cancel or suspend play due to adverse ground or weather conditions. Such knowledge shall be sufficient also for the attendant to ensure that the required playing surface is fully fit for play and is fully and visibly marked in the manner appropriate to the particular sport. The attendant, as required, shall, for example, be capable of remarking lines.
- 4.11.6 At the time of booking users shall be advised of both start times and the times by which they must vacate the premises. All cases of late departure by the users shall be reported to the Authorised Officer, by the Contractor, providing as much background information as possible.
- 4.11.7 The Contractor's annual costs to provide attending services form a part of his annual costs to provide the Sports Pitch Booking Service (paragraph 4.1.1). The Contractor is also required to provide a price to attend a facility, per occasion, in the relevant Bill of Quantities (Unspecified Works). To do this he must take into account all of the detailed information provided in the Specification together with the information provided at Appendix 4 and Appendix 21 which indicates the number of facilities and likely booking levels and attendant requirements based on the bookings for recent, typical sports seasons.

- 5 MAINTENANCE OF BUILDINGS, FIXTURES AND FITTINGS (Handyman and Engineers Duties)
- 5.1.1 The Contractor should enter his costs for the provisions of the range of general maintenance, refurbishment and repair duties and tasks, referred to in this Section and in Sshedule 13 (buildings for general cleaning and maintenance) Appendix 5 (lists ponds, pumps etc) and Appendix 10 (examples of handyman tasks/duties), and elsewhere in the Specification in Bills of Quantities No. 8 (Handyman/Engineers Duties). The Contractor shall note that his care, maintenance and repair responsibilities in respect of any buildings or premises that are occupied by the Contractor under the terms of a Lease with the Council are dealt with by the Lease and are NOT to be included in the Contractors pricing of the requirements set out in the following paragraphs.
- 5.1.2 The Contractor's Method Statements for the Handyman and Engineers Duties shall clearly indicate how he shall achieve all of the requirements that are set out in this Section 5 and Section 6 of the Specification. In all cases the Contractor shall maintain records of his regular inspections, the results of the inspections, any works carried out and information passed on to the Authorised Officer as a result of the inspections. The Contractor shall make this record available to the Authorised Officer at least quarterly and more frequently if so requested.
- 5.1.3 The Contractor shall be responsible for the day to day maintenance and minor repair of buildings such as sports changing rooms and public toilets as set out in Appendix 2 and 15 This Section is not concerned with the long term maintenance of the building fabric, except as far as it affects the daily operation of the facilities. This work is separate to the Council's established Repair and Renewals programme and Capital Works programme.
- 5.2 BUILDINGS
- 5.2.1 The Contractor shall be responsible for the tasks set out in the following paragraphs in respect of the buildings set out in Appendix 2. The Authorised Officer shall be responsible for arranging other repair and maintenance of Buildings and the Contractor shall report immediately to the Authorised Officer any Building failure, breakdown or fault that may occur, in accordance with the approved reporting procedures.
- 5.2.2 Reference to furniture and fittings in this section means the items of furniture and fittings that are an integral part of the building. It does not refer to items that are stored or kept in the building for use in prime activities.
- 5.2.3 The Contractor shall institute a system of inspections for health and safety, vandalism, graffiti and damage in all areas to buildings, furniture, fencing, play areas and other fixed items. He shall develop a system of reporting to the Authorised Officer where equipment and/or areas are rendered unsafe or inoperable. Where possible the Contractor shall undertake any minor repairs needed to facilitate safety and/or return the equipment or area to use, and report such actions to the Authorised Officer. Where such minor repairs are not possible the Authorised Officer shall make appropriate arrangements with others to effect the necessary works.
- 5.2.4 Examples of the type and nature of the minor repairs and maintenance that the Contractor shall undertake are:

- a) Removal of internal and external graffiti.
- b) Routine clearing of gutters, drains and downpipes of leaves, litter and other debris.
- c) Safe storage of, and responsibility for, the keys to all buildings set out in Appendix 2 and to make such keys available as required to allow access to buildings for maintenance and other purposes
- d) Maintenance, repair and replacement of locking mechanisms and door handles, easing and adjustment of timber doors and lubrication of hinges, handles and locks
- e) Maintenance of flooring surfaces, carpet cleaning, and replacement of portable matting
- f) Replacement of broken windows (includes the temporary boarding up of broken windows for safety and security reasons)
- g) Clearing of blocked toilets including the rodding of drains
- h) Repair and/or replacement of fittings in toilet and shower areas, for example toilet seats, toilet roll and paper towel holders, shower curtains, re-washer taps etc.
- i) Replacement/renewal of outdoor notice boards
- j) Clock maintenance
- k) Weekly cleaning of all internal surface water gullies
- l) Emergency clearance actions for blocked sewers, including lifting of relevant manholes and rodding of sewage runs. Where further action is required, the Contractor shall notify the Authorised Officer immediately.
- m) Notice Boards (poster boards, urbis cabinets, other signs etc) – as required posting of printed material

5.3 PLANT

5.3.1 The Contractor shall be responsible for the day to day operation and routine maintenance of plant, which description includes heating and hot water systems, and a range of pumping devices/systems set out in Appendix 5 The Contractor shall immediately report any plant failure, breakdown or other fault, found during his regular inspections, to the Authorised Officer who shall arrange for appropriate repairs to be carried out by others.

5.3.2 Examples of the type and nature of the routine checks, minor repairs and maintenance that the Contractor shall undertake are:

5.3.3 Heating and Hot Water Systems

- a) Daily checks

- i Check heating system flow and return temperatures
- ii Check hot water storage temperatures
- iii Ensure boilers are operating satisfactorily (see manufacturers instructions)
- iv Check all pump suction and delivery pressures
- v Check all control panel indicators to ensure that plant is operating normally, where necessary replace any failed indicator lamps

b) Weekly checks

- i Visual check of system valves for signs of leakage
- ii Check heating pumps for any unusual operating noise
- iii Alternate duty/standby pumps for each pump set

5.3.4 Pumping Devices/systems and Fountains

5.3.5 The Contractor shall be responsible for the routine inspection, maintenance and operation of the pumping devices/systems and fountains and bore holes set out in Appendix 5 As appropriate general cleaning and clearance duties associated with ponds, pools and other water features are given in Section 8.6. The Contractor shall maintain a record of a all inspections and operations which he shall make available to the Authorised Officer as required.

5.3.6 The routine duties shall include daily visual inspections of pump controls and pump houses to ensure that all is operating correctly and in accordance with detailed information provided by the Authorised Officer. The duties shall also include the daily inspection and subsequent cleaning/clearing of all pump filters and filter systems. The Contractor shall report all broken, damaged or inoperable equipment to the Authorised Officer without delay.

5.3.7 Timing mechanisms shall be adjusted as directed by the Authorised Officer to adjust for summer and winter hours and other occasional adjustments.

5.3.8 Once a year, during the winter season and at a time to be determined by the Authorised Officer the Contractor shall drain the following pools: the Festival Gardens Pools (x3), and the Old English Garden pool, all in Battersea Park and the three fountain pools in the Gardens of Remembrance at Putney Vale Cemetery. Once fully drained the Contractor shall inspect the pools for defects and report any defects found to the Authorised Officer for attention/repair. The Contractor shall then clear the pools of all accumulated debris and clean the pools prior to refilling them.

5.3.9 In the case of the 3 Fountain Pools at Battersea Park these pools are to be drained, thoroughly cleaned and cleared of all accumulated debris, and re-filled between the first of February and the end of the week before Easter each year. In the case of the other pools referred to at 5.3.8 the works specified above are to be carried out between the first of January and the end of the week before Easter each year.

5.3.10 In respect of the aeration systems installed in the lakes in Battersea Park and Tooting Common the Contractor may carry out his daily inspections from the banksides to determine that each individual aerator is working correctly. He shall report any failures to the Authorised Officer without delay addition. The Contractor shall note that this routine inspection and report has particular importance during periods of hot and stormy weather in particular between April and October each year.

5.3.11 At Battersea Park and King George's Park borehole water is used to supplement rainfall and maintain the water level in the lakes. The Contractor shall make appropriate arrangements for the daily monitoring of the flows from the bore holes to ensure that they are operating correctly and that the appropriate amount of water is being discharged into the lake. The Contractor shall immediately notify any problems to the Authorised Officer who will arrange appropriate attention/repair.

5.3.12 In addition to all the foregoing concerning the routine and regular duties associated with water bodies the Contractor shall provide sufficient resources, at the appropriate time of year, to ensure that the Council's Code of Safe Working Practice in respect of "Lake Icing" is carried out in full. The Code of Practice is provided as Schedule 23.

5.4 WATER SUPPLY

5.4.1 The Contractor shall ensure that arrangements are in place for staff to identify and report any water leaks (or suspected water leaks) or other problems that might arise from time to time with the water supply systems at sites contained in the Contract.

5.4.2 In Battersea Park, the Contractor shall ensure that arrangements are in place to switch from mains water to borehole water, and vice versa, on receipt of the Authorised Officer's instruction. The Contractor shall be responsible for the operation of the irrigation system and for the operation and monitoring of the borehole.

5.5 UTILITIES

5.5.1 The Contractor shall, from the Commencement Date of the Contract, be responsible for all costs associated with the provision of gas, water, electricity and telecommunications associated with the premises and facilities listed in Appendix 4. Procedures and systems to ensure clear segregation between those utilities for which the Contractor is responsible and those which remain the responsibility of the Council will be established prior to the Commencement Date.

5.5.2 The Contractor shall be responsible for the accurate monthly readings of meters for the boreholes in Battersea Park and King George's Park, and for other water, gas and electricity associated with the premises included in this Contract and will submit a written log of those readings to the Authorised Officer on a monthly or quarterly basis according to the schedule. On occasions weekly/daily readings may be required to ascertain specific use or leakage.

5.6 LICENCES

5.6.1 The Contractor shall ensure that all Licences required for the operation of facilities are obtained and maintained, at his own expense, in accordance with the relevant statutes. The Authorised Officer will supply the Contractor with all current licences prior to the Commencement Date.

5.7 EXTERNAL LIGHTING

5.7.1 The Contractor shall inspect all external lighting to buildings, and other facilities on a daily basis and undertake bulb replacement and other minor repairs as necessary. The

Contractor shall report any substantial damage requiring repair to the Authorised Officer immediately, in accordance with the approved reporting procedures.

5.8 COMMUNICATION/ALARM SYSTEMS

- 5.8.1 The Contractor shall operate, use and update all communication, premises and personal alarm systems that are in operation at the commencement of the Contract. The Contractor will be responsible for the day to day maintenance of such systems and shall report any breakdown, fault or failure immediately to the Authorised Officer.

6 MAINTENANCE OF FURNITURE

6.1 This section groups together items that enable users of amenity land to use facilities in a safe and orderly way. The section therefore, includes furniture and fittings, notices and signs, and enclosure fencing and gates.

6.2 Each of the above categories is deemed to include the following types of equipment:

Category	Equipment
Amenity furniture and fittings	Seating, tables, bins (litter and dog), sports equipment such as goal posts, goal nets, cricket nets etc, lamp-posts, sign posts
Notices and signs	Name, information, instruction, and direction boards
Fencing	Fences, gates, barriers, and the like

6.3 INSPECTIONS

6.3.1 The Contractor will inspect all furniture, fittings, notices, signs and fences as frequently as he deems necessary and in accordance with procedures set out in his Method Statements to ascertain their condition and that they are fit for use, in terms of both safety and general condition

6.3.2 The Contractor shall ensure that minor repairs are attended to by the Handyman Service, without delay and that any major faults that cannot be dealt with by that Service are reported to the Authorised Officer without delay.

6.3.3 Furniture, fittings and fences found to be unsafe or inoperable shall be dismantled and removed or “made safe” and cordoned-off and notices stating “EQUIPMENT OUT OF ORDER, NOT TO BE USED” (or similar wording) shall be prominently displayed.

6.4 CLEANING

6.4.1 All furniture, dog bins, litter bins and other furniture, fittings and fences shall be kept clean by regular cleansing and clearing away of dirt, bird foulings, litter and the like by appropriate methods.

6.4.2 Graffiti shall be removed from furniture, fittings and fences using appropriate materials and methods. Where cleaning methods fail to remove graffiti the affected area shall be painted over with a matching paint and bare timber shall be scraped clean and treated to match existing finishes.

6.4.3 All incidents of graffiti on furniture fittings and fences shall be reported to the Authorised Officer using the system agreed for reporting damage.

6.4.4 Any fly posters or other unauthorised (non-Council) material found attached to, or on, any item of furniture, fittings etc shall be removed by the Contractor and disposed of to

tip. The Contractor shall provide the Authorised Officer with all information found on such materials that might serve to identify those who commissioned and/or placed the materials.

6.4.5 Notwithstanding the routine, as required cleaning of litter and dog waste bins the Contractor shall clean them thoroughly and as appropriate test all locking devices for proper operation and report the results at 6 monthly intervals and he shall provide his detailed proposals to achieve this in the Method Statement.

6.5 GENERAL MAINTENANCE AND TREATMENT

6.5.1 The Contractor shall treat all wooden parts of seats, benches and other furniture once a year with the appropriate stain or treatment as set out in the Contractor's Method Statement.

6.5.2 The painted metal parts of seats, benches and other furniture shall be re-painted every 3 years, to match the existing paint colour, unless otherwise instructed by the Authorised Officer.

6.5.3 All moving parts of "furniture", such as hinges and locks/catches shall be lubricated (oil or grease as appropriate), to include the wiping away of excess lubricant.

6.5.4 The Contractor shall undertake minor repairs to the furniture when damaged or broken, including replacing of damaged wooden sections to match original, replace missing bolts and fixings, remove graffiti and treat replaced sections to match original. Splintering timber on seating and tables shall be smoothed so as to offer no risk of injury to users. Furniture considered to be too damaged to repair shall be brought to the attention of the Authorised Officer and replacement taken from store of replacements held by the Contractor, or from other sources, as available.

6.5.5 The Contractor shall re-fix either repaired or replacement furniture into position, using original fixings or replacement fixings to be agreed with the Authorised Officer.

6.5.6 The Contractor shall carry out minor repairs to damaged or broken bins. Bins and receptacles damaged beyond repair shall be dismantled and removed and returned to the Authorised Officer. The Contractor shall replace and re-fix the bin or receptacle with a suitable replacement from the stock held by him (as available).

6.5.7 The Contractor shall maintain and keep organised materials stored in depots yards, including reclaimed bricks, roof tiles, lamp posts, barriers and other materials for later use. Periodic re-arrangement of some of these items may be required to adjust to changing storage requirements.

6.5.8 The Contractor shall maintain stores of benches, bins, other furniture, locks and other items supplied by the Authorised Officer. The Contractor shall maintain stock control procedures in respect of these stores and he shall submit an updated inventory to the Authorised Officer on a quarterly basis.

6.5.9 The Contractor shall provide any associated and ancillary stock movements at the storage locations including the unloading of deliveries of new stock.

- 6.5.10 The Contractor shall be responsible for the replacement or repair at his own expense of any litter bin if the bin is:
- a) Removed by the Contractor or his employee without authorisation by the Authorised Officer
 - b) Damaged by the Contractor or his employee

6.6 TEMPORARY AND PERMANENT SIGNS: ADDITIONAL DUTIES

- 6.6.1 The Contractor shall note the requirement for the routine inspection of notice boards and signs which shall be washed/cleaned as often as required to keep heading lettering and icons visible from a distance of 30 metres. Fixings to notice boards and signs and their orientation shall be checked on a regular basis and adjusted as required to leave them secured and correctly positioned.
- 6.6.2 Vandalised signs shall be repaired as required as soon as possible after discovery. Notices and signs damaged beyond repair shall be removed and the incident reported to the Authorised Officer.
- 6.6.3 Where required temporary signs, generally provided by the Authorised Officer, shall be securely fixed in an appropriate manner and removed to storage as soon as the need for such signs has passed.
- 6.6.4 The Contractor shall maintain a store of signs provided by the Authorised Officer. These will include safety notices regarding ice on water bodies (see paragraph 5.3.10 and Appendix 11), blue-green algae, temporary closure of paths and others. The Contractor shall be required to position these signs as directed by the Authorised Officer during normal working hours. This will include notices around all water bodies when the forecast anticipates ice forming to be placed within four hours of receiving instruction from the Authorised Officer.
- 6.6.5 Urgent safety notices regarding area closures to be positioned as quickly as reasonably possible and within two hours of receiving the instruction from the Authorised Officer.
- 6.6.6 Less urgent notices and Blue-green algae notices are to be positioned within 24 hours of receiving instruction.
- 6.6.7 Temporary paper and card notices supplied by the Authorised Officer will be placed in notice boards as directed. Paper and card notices temporarily attached to permanent notice boards shall be removed and disposed to tip when their information value has expired.
- 6.6.8 Occasional banners shall be installed on perimeter fencing and removed at the request of the Authorised Officer.

6.7 FENCING AND GATES: ADDITIONAL DUTIES

- 6.7.1 Boundary, perimeter and area fencing and gates and barriers, including all moving parts shall be inspected as frequently as is necessary and in accordance with the Contractors Method Statement to ensure that they are in good and serviceable condition. The Contractor shall carry out routine maintenance task and any minor repairs, using

appropriate materials as soon as possible and shall report the need for more major repairs, or replacements, to the Authorised Officer without delay.

6.7.2 Previously treated timber fencing shall be treated with a similar preservative as often as required, in accordance with manufacturer's instructions, to keep a pleasing visual appearance and maintain timber in good condition.

6.7.3 Previously painted fencing shall be cleaned and painted two undercoats and one gloss coat as often as required, to maintain a pleasing visual appearance and protect metal from corrosion.

6.7.4 Locking mechanisms are deemed to include locks, latches and catches, hasps and staples, bolts, cabin hooks, stay brackets, self-closing devices and the like. The Contractor shall keep all locking mechanisms on all gates in good working order at all times and replace any missing items including locks, latches, catches, hasps, staples, bolts and chains.

6.8 BOARDWALKS

6.8.1 As frequently as is necessary and in accordance with his Method Statement the Contractor shall check the safety of all parts of all wooden boardwalks, bridges and fishing platforms near or over waterbodies. The Contractor carry out any minor repairs without delay and shall immediately report any major repairs to the Authorised Officer for his attention having first made safe the affected part or area.

7 BUILDINGS AND PREMISES CLEANING AND OTHER DUTIES

7.1 GENERAL INFORMATION AND INSTRUCTIONS

- 7.1.1 The Contract includes for the cleaning of a number of facilities, generally sports changing rooms, public toilets and parks offices. Details of the facilities are given at Appendix 2, and the detailed cleaning requirements and schedules at Appendix 3. The Contractor shall note that the requirements for the public toilets in Battersea Park include attendance duties, 7 days a week throughout the specified opening hours (see paragraph 7.4.2). The facilities are listed, for pricing purposes, in the Bills of Quantities. The Contractor shall ensure that all cleansing operations are carried out to the very highest standards at all times to ensure the continuing maintenance of the required standards of cleanliness and hygiene.
- 7.1.2 The Authorised Officer may from time to time issue instructions to the Contractor to vary the programme of works in respect of any one or more of the facilities, either by requiring additional or fewer operations, visits, etc. In such cases the sums due to the Contractor in payment for the routine operations shall be adjusted taking account of the unit rates provided by the Contractor in the Bills of Quantities.
- 7.1.3 The Contractor shall supply, at his expense, all of the cleaning materials and consumables for example toilet rolls, soap, paper towels and similar (appropriate to existing dispensers) required to perform the specified services and he shall take this requirement into account when pricing the Bills of Quantities. The Contractor should note that the specified premises are provided with fitments such as toilet roll holders, paper towel dispensers and similar and that he will become responsible for any repairs and/or replacements needed on and after the Contractor on the Commencement Date.
- 7.1.4 The Contractor shall report, to the Authorised Officer, any damage or defects or losses found at the specified facilities during the course of cleaning operations. All lost property found at the specified facilities, during the course of cleaning operations shall be handed in by the Contractor, to the Authorised Officer, as soon as is practicably possible.
- 7.1.5 At each of the specified premises the Contractor shall maintain a staff attendance record in a form to be approved by the Authorised Officer. This record shall be kept at each site, in a safe place and at all times easily accessible to the Authorised Officer, for his inspection. In the case of the public toilets this record is to be displayed in such a way as to be clearly visible to users of the facilities (the general public) at all times when the facilities are open. At each cleaning visit the Contractor's employee shall clearly and legibly record the following information:
- the name of the operative
 - the day and date of the cleaning visit
 - the time of arrival at the facility
 - the time of departure from the facility
 - details of any damage, defect, or loss found
- 7.1.6 The form of this record to be prepared, produced and provided by the Contractor shall be set out in the Method Statement prior to the commencement of the Contract.

7.1.7 The Contractor shall provide, at his own expense, sufficient notices of suitable size bearing the words 'Cleaning in progress', or such similar wording, for display in areas where any persons, be they Council staff or members of the public, are present during cleaning operations.

7.2 METHOD OF OPERATION

7.2.1 Offices and associated areas: Except where otherwise specified cleaning duties shall be carried out daily outside of normal office hours (generally 07.30 hrs to 18.30 hrs Monday to Friday). From time to time the Authorised Officer may vary the times previously noted and in such cases he shall endeavour to advise the Contractor in advance of such changes. In the case of weekly and monthly tasks (and other frequencies that might from time to time exist) the tasks shall be carried out within the normal working week and during the times previously noted. In the case of the six monthly (and other infrequent) tasks, the Authorised Officer will provide the Contractor with details, in advance, of the dates on which these tasks shall be performed.

7.2.2 Changing rooms and associated areas: The Contractor shall ensure that sports dressing rooms including associated shower and toilet facilities are cleaned as frequently as is necessary to ensure that they are fit for use by users of the sports pitches. Notwithstanding the foregoing the Contractor shall ensure that all such facilities are kept in reasonably clean condition when there are breaks of more than three days between uses. In every case all cleaning operations shall be completed before the time stated as the due time for a booking to commence. In the case of the six monthly tasks, these will generally be required immediately after the end of each sports season, during the period before the start of the next season.

7.2.3 The Contractor's annual costs to provide cleaning services in respect of the sports changing rooms and associated facilities form a part of his annual costs to provide the Sports Pitch Booking Service (paragraph 4.1.1). The Contractor is also required to provide a price to clean a facility, per occasion, in the relevant Bill of Quantities (unspecified works). To do this he must take into account all of the detailed information provided in the Specification together with the information provided at Appendix 4 and Appendix 21 which indicates the number of facilities and likely booking levels and attendant requirements based on the bookings for recent, typical sports seasons. The Contractor should note that this price will be used to adjust the routine payments in respect of these works in the case of significant additions or reductions in the booking of sports facilities.

7.3 CLEANING SPECIFICATION

7.3.1 The daily, weekly, monthly and six monthly cleaning tasks are set out in the Appendix 3. The Contractor shall take these requirements into account when pricing the Bills of Quantities. The Contractor shall also provide, in the relevant Bills of Quantities, an hourly rate for cleaning duties which shall be used to calculate the costs of additional, one off requirements that may, from time to time arise. When pricing the relevant Bills of Quantities the Contractor shall take account of the requirements that he shall, as circumstances arise, remove graffiti from the walls and other surfaces, both internal and external, of the specified facilities. For the purpose of this Specification the term "cleaning" includes the requirement that the Contractor shall provide as required, and at

his expense all toilet rolls, paper towels, hand soaps and other consumables as necessary and appropriate to keeping the facilities stocked at all times.

7.4 CLEANING AND OTHER DUTIES AT SPECIFIED PUBLIC TOILETS

7.4.1 There are four public toilet facilities included in the Contract, 3 at Battersea Park, and one at Wandsworth Common. In addition there are public toilets requiring daily locking, unlocking and cleaning etc at Wandsworth and Battersea Rise cemeteries and requiring daily locking during the spring and summer seasons at Putney Vale cemetery. In addition there are toilet facilities at Tooting Common that may be required to be made available for public use either occasionally or permanently. All provide facilities for both males and females. - The detailed requirements are as follows:

7.4.2 Battersea Park: Fountains, Pierpoint, and Beechmore Toilets

- a) Winter Season Hours – starts 1st Monday in December:
 - 08.00 hrs to 17.00 hrs - seven days a week
- b) Spring Season Hours – starts 1st Monday in March
 - 08.00 hrs to 18.00 hrs – seven days a week
- c) Summer Season Hours – starts 1st Monday in May
 - 08.00 hrs to 22.00 hrs – seven days a week
- d) Autumn Season Hours – starts 1st Monday in October
 - 08.00 hrs to 18.00 hrs –seven days a week
- e) daily, during the specified opening hours to keep the toilets clean and in a hygienic condition,
- f) daily, during the specified opening hours to ensure that the facilities are constantly and sufficiently stocked with toilet rolls, hand soap, paper towels and other required, consumable items,
- g) the daily requirements set out at paragraph 7.4.2 e) and f) above to be provided by means of a peripatetic attendant service which provides a daily minimum of one attendant in each of the Winter, Spring and Autumn seasons and a daily minimum of two attendants in the Summer season.
- h) The Contractor shall provide a Cleaning Record Log, in a form to be approved by the Authorised Officer, which shall provide a daily record of regular inspection and cleansing visits to each of the toilet facilities. The Record Log shall be displayed at each facility in such a way as to be clearly visible to users of the facilities and shall be completed by the attendant at a minimum frequency of once every three hours during the specified opening hours. The Contractor shall retain all completed Cleaning Record Logs and make them available to the Authorised Officer on demand.

7.4.3 Wandsworth Common

- a) daily, seven days a week to open the toilets for public access at 8.00am
- b) daily, seven days a week, to close the toilets at half an hour before the stated parks' closing time. (Details of park closing times are provided at Appendix 14)
- c) daily, during the hours of opening to keep the toilets clean and in a hygienic condition by means of cleaning at, or immediately prior to opening together with any subsequent visits during each day that may be required to maintain the required standards of cleanliness and hygiene.

This shall require a minimum of two daily visits during the summer period when the opening hours are extended

- d) daily to ensure that the facilities are sufficiently stocked with toilet rolls, hand soap, paper towels and other required, consumable items, and to check the continuing availability of these items throughout the hours of opening

7.4.4 Cemetery Toilets – Wandsworth and Battersea Rise

- a) daily, seven days a week to open the toilets for public access at stated cemetery opening times
- b) daily, seven days a week, to close the toilets at half an hour before the stated cemetery closing time. (Details of cemetery closing times are provided at Appendix 14)
- c) daily, during the hours of opening to keep the toilets clean and in a hygienic condition by means of cleaning at, or immediately prior to opening together with any subsequent visits during each day that may be required to maintain the required standards of cleanliness and hygiene.
- d) daily to ensure that the facilities are sufficiently stocked with toilet rolls, hand soap, paper towels and other required, consumable items, and to check the continuing availability of these items throughout the hours of opening

7.4.5 Cemetery Toilets – Putney Vale

- a) Daily, seven days a week, to close the toilets at half an hour before the stated cemetery closing times during April, May, June, July, August, and September (see cemetery closing times at Appendix 14)

7.4.6 The Council may make the toilets attached to the sports changing rooms at Tooting Common available to the public 7 days a week throughout published parks opening hours. If the Council decides to do this the Contractor may be required to open and close the toilets, and to maintain the facilities. This is not included in the Contract at the Commencement Date. If the Council decides to include this element in accordance with Clause 4.2 and Schedule 11 (Contract Change Procedure) then the Contractor shall provide the following service:

- a) daily, seven days a week to open the toilets for public access at 8.00am
- b) daily, seven days a week, to close the toilets at half an hour before the stated parks' closing time. (Details of park closing times are provided at Appendix 14)
- c) daily, during the hours of opening to keep the toilets clean and in a hygienic condition by means of cleaning at, or immediately prior to opening together with any subsequent visits during each day that may be required to maintain the required standards of cleanliness and hygiene. This shall require a minimum of two daily visits during the summer period when the opening hours are extended
- d) daily to ensure that the facilities are sufficiently stocked with toilet rolls, hand soap, paper towels and other required, consumable items, and to check the continuing availability of these items throughout the hours of opening

7.4.7 If the Services at 7.4.6 above are included following adherence to the procedure set out in Schedule 11, the Contractor shall be required to service and make available for public use, the male and female toilet facilities which are attached to the Sports Changing

rooms at Tooting Common. The range of duties to be provided by the Contractor will be broadly similar to those required for the routine maintenance of the facilities at Wandsworth Common (above).

8. LITTER PICKING, SWEEPING AND CLEARANCE DUTIES

8.1 GENERAL INFORMATION

8.1.1 The Contractor shall carry out litter picking, sweeping and other clearance duties at parks, commons and open spaces listed in Schedule 3.

8.1.2 The Contractor shall note that Appendix 1 provides details of required frequency of litter picking, sweeping and clearance duties for each of the sites contained in the Contract. The sites referred to in Section A of Appendix 1 are sites which are known to be popular and particularly busy at “peak times” (the “hot spots”) which are weekends throughout the year and 7 days a week during the period 1st April to 30th September. The Contractor shall demonstrate by his Method Statements that he has programmed sufficient resources and frequencies to keep ALL parts of ALL sites contained in the Contract reasonably clean, tidy and free of litter during park opening hours (from dawn to dusk) and in accordance with the requirements set out in this Section 8 of the Specification.

8.1.3 The Specification mainly, but not solely, relates to the Council’s powers and duties as a litter authority under Part IV of the Environmental Protection Act 1990, and the Litter Act 1983. The Council has a duty to keep it’s public open spaces within the London Borough of Wandsworth clean and clear of Litter and Refuse.

8.1.4 For the purposes of this specification Litter Picking shall mean the removal of any article of litter or refuse. “Litter and Refuse” has the meaning ascribed to it by virtue of Section 89(1) of the Act and the terms “Litter” or “Refuse” shall mean “Litter and Refuse” unless the context otherwise requires. In addition “Litter and Refuse” shall include:

- a) any Controlled Waste which the Council may remove by virtue of the Act;
- b) dog fouling or any other thing prescribed as Litter or Refuse by virtue of Regulations made under the Act;
- c) any rubbish or other accumulation which the Council may remove by virtue of the Public Health Act 1938;
- d) any rubbish which the Council may remove by virtue of the Public Health Act 1961;
- e) any thing which the Council may remove by virtue of the Refusal Disposal (Amenity) Act 1978; and
- f) any Litter, Refuse or Controlled Waste which the Council may remove by virtue of the London Local Authorities Acts.

8.1.5 “Other clearance duties” (paragraph 8.1.1) shall mean emptying litter bins and dog waste bins and disinfecting and replacing dog bin liners, sweeping hard surface areas, and clearing litter and debris from the water at the perimeters of lakes and ponds, drainage grilles and tree grilles.

8.1.6 “Emptying”, in relation to Litter Bins, means the Clearance of all Litter or Refuse from within a Bin and any Litter or Refuse on a Street within five metres of that Bin. It shall include:

- a) replacing any Bin liner in its correct position or providing and affixing a suitable Sweepers Sack to hold Litter where a liner is not provided. The Contractor shall

note that all Sweepers Sacks and /or other disposable Bin liners shall be coloured black and shall be clearly marked with the Contractors company name and/or logo in white;

- b) where the Bin is fitted with any locking mechanism, the opening of any door or removal of any cover to facilitate Emptying using an appropriate key or method approved by the manufacturer;
- c) the closing and securing of any door or replacement and securing of any cover using an appropriate key or method approved by the manufacturer;
- d) moving any free-standing Bin back to its correct location if it is not at the location required by the Authorised Officer;
- e) reporting any damage or defects to a Bin or a missing Bin to the Authorised Officer in the Completion Report for that Working Day; and
- f) reporting any graffiti, fly-posting or similar disfigurement to a Bin to the Authorised Officer in the Completion Report for that Working Day.

8.1.7 All activities shall be carried out at the frequencies set out in Appendix 1.

8.1.8 The Contractor will be required to provide the Authorised Officer with a written Method Statement setting out the following:

- a) Details of the methods and procedures to be employed to carry out each area of work, specifically;
- b) For sites listed under Section B of Appendix 1 the detailed programmes of work stating which site will be visited on which day;
- c) Procedures for dealing with hazardous, clinical and controlled waste;
- d) Procedures to co-ordinate litter picking activities with sports pitch preparation and other horticultural maintenance;
- e) Procedures for the recycling of horticultural and other green waste and the disposal of non-recyclable waste. Details of recycling facilities operated and used by the Council together with Refuse Transfer Stations for non-recyclable waste are given in Appendix 6.

8.1.9 The Contractor is required to achieve the Grade “A” standard as defined in the Department for Environment Food and Rural Affairs (defra) Code of Practice on Litter and Refuse on each scheduled visit to a site in accordance the activities and frequencies set out in Appendix 1. In the event that:

- a) standards fall to Grade “B” – the Contractor shall be required to restore the site to Grade “A” within 3 hours;
- b) standards fall to Grade “C” – the Contractor shall be required to restore the site to Grade “A” within 1 hour

8.1.10 The activities and frequencies set out in Appendix 1 are provided as a guide. If for any reason the specified standards were to fall at any site between scheduled visits, as reported by the Authorised Officer or the Contractor’s operatives, the Contractor shall be expected to have sufficient resources to rectify the identified problem within the specified time.

8.1.11 The Contractor shall make provision for additional litter picking and associated activities to cater for the events listed in Appendix 8. The Contractor shall provide sufficient resources, staff and vehicles/machinery, to effect the full clearance of litter and other

debris from the entire event site/area by the end of the day immediately following the event. The Contractor will be required to install, empty and remove additional litter bins, as directed by the Authorised Officer.

8.1.12 The Contractor is required to maintain the “play sand” and “play bark” which provides the impact absorbing surfaces under and around the play equipment at the Tooting Triangle play area and the “play bark” which serves the same purpose at Latchmere Recreation Ground, in addition to the general requirement for such areas to be swept and litter picked daily (Section A, Appendix 1). Details of the materials to be used are provided at Appendix 9 (J). Maintenance of the “play sand” and “play bark” surfaces comprises the following tasks:

a) raking the entire surface area on five days a week (to include one weekend day) clearing away any debris found and ensuring that the surface level meets the surface level mark on each piece of play equipment and that the surface is of an equal depth throughout the entire area.

b) daily check of the entire surface area to identify and remove any litter and other debris, including animal faeces (an integral part of the daily cleansing requirement)

c) as required add sufficient quantities of the specified “play sand” or “play bark” (as appropriate) to maintain an even depth of 400mm (sand) and 300mm (bark) across the entire area.,

8.1 LITTER PICKING

8.1.1 The Contractor shall carry out litter picking to all grassed areas, shrub and flower beds, sports pitches, woodlands, footpaths and areas of hard surfacing to the frequencies set out in Appendix 1. In every case the quantity of litter to be removed shall be unrestricted and the requirement is that the Services are carried out as one operation; this includes sweeping the hard surfaces, removing all litter, refuse, rubbish, waste, flytips (other than major fly-tips), sweepings, etc, and the emptying of litter and dog waste bins.

8.3 FLY TIPPING

8.3.1 The Contractor shall have allowed for the removal of fly-tipping or other accumulations of rubbish of a volume of 2 cubic metre or less in any single occurrence as part of the normal rates for litter picking. Where the volume of fly-tipping exceeds 2 cubic metre the Contractor shall notify the Authorised Officer immediately, through the reporting procedures, and on receipt of an instruction, the Contractor shall remove the waste within 24 hours of receipt of the notice, unless there are exceptional circumstances such as the nature and volume of the waste, which require additional resources, not allowed for in this Contract. The Contractor should take account of the varying nature of materials that comprise fly tips and shall ensure that he has access to appropriate removal and clearance equipment including fore-end loaders, “grab” lorry or similar.

8.4 FALLEN BRANCHES

8.4.1 The Contractor shall report to the Authorised Officer any fallen tree or branch which cannot be readily cleared using unpowered hand tools, and any occurrence of fallen branches which gives the Contractor concern as to the safety of the tree from which it fell. The Authorised Officer will arrange for the tree to be inspected by the Council’s arboricultural officers.

8.5 LEAF CLEARANCE: ALL AREAS

- 8.5.1 The Contractor shall be deemed to have accounted for the routine/regular clearance of leaves from all footpaths and other hard surfaced areas in his Method Statements (and costs) for the specified sweeping services set out in Appendix 1.
- 8.5.2 The Council sought the Contractor's prices and Method Statements in respect of alternative requirements for clearance of leaves from grassed and planted areas contained in the Contract, as Options A, B, and C. The Contractor shall ensure that all leaf clearance and associated activities are carried out in accordance with the particular schedule that is incorporated in this Contract.
- 8.5.3 Option A: The Contractor shall maintain all flower beds, herbaceous and shrub beds, sports pitches, amenity and ornamental grassed areas free of leaves from the start of leaf fall in the autumn. All areas shall be entirely free of leaves by 31st December, each year. Notwithstanding this annual requirement the Contractor shall note the definition of litter at paragraph 8.1.5 and ensure that his routine litter clearance operations include for the clearance of leaves throughout the year.
- 8.5.4 Option B: The Contractor shall maintain all flower, rose and herbaceous beds together with specified shrub beds (Appendix 1 (F)), mainly within ornamental areas at Battersea Park, and Putney Vale, Wandsworth and Morden Cemeteries, free from leaves from the start of leaf fall in the autumn, ensuring that all such areas are entirely free of leaves by 31st December each year. The Contractor shall clear leaves from all grass areas sufficiently frequently during the leaf fall season to ensure that there are no significant accumulations of leaves that might damage the underlying grass sward, ensuring that all such areas are reasonably free of leaves by 31st December each year.
- 8.5.5 Option C: The Contractor shall maintain all flower, rose and herbaceous beds together with specified shrub beds (Appendix 1 (F)), mainly within ornamental areas at Battersea Park, and Putney Vale, Wandsworth and Morden Cemeteries, free from leaves from the start of leaf fall in the autumn, ensuring that all such areas are entirely free of leaves by 31st December each year. The Contractor shall clear leaves from all grass areas once, immediately after the end of leaf fall each year (generally in January).
- 8.5.6 Notwithstanding the annual requirement (Option A, B, or C) the Contractor shall note the definition of litter at paragraph 8.1.5 and ensure that his routine litter clearance operations include for the clearance of leaves throughout the year. The Contractor shall also be required to clear fallen leaf blossom in spring.
- 8.5.7 The Contractor shall note that the detailed specification for the provision of sports pitches (Section 10) includes the requirement that the Contractor ensures that all pitch markings are kept clearly visible at all times during the playing season.
- 8.5.8 Notwithstanding the Option selected for inclusion in the Contract the Contractor's Method Statement shall clearly state the equipment to be used and the intended frequencies for undertaking the particular/specific operations.

8.6 EXTERNAL WATER FEATURES: CLEANING AND DRAINING

- 8.6.1 A list of all water features included in this Contract is given in Appendix 5. The Contractor should also note responsibilities for the cleaning and maintenance of water features and fountains set out in Paragraph 5.3.8.
- 8.6.2 In addition to requirements set out elsewhere in the Contract in respect of the various water bodies the Contractor shall ensure that the ponds specified in Appendix 5 shall be kept clear of litter and debris at all times and shall be drained down, cleansed and refilled once a year, generally during the winter season. At all times the Contractor shall be aware of the potential presence of amphibians and other water borne species and shall ensure that he has robust procedures in place to first confirm their presence, or not and, if present, for their safe removal prior to cleaning and/or draining down, their safe keeping whilst works are in progress, and their safe return once works are completed and/or the pond is refilled.
- 8.6.3 In respect of the lakes listed in Appendix 5 the Contractor shall clear all litter and debris from the edges of lakes, that is the areas of open water that can reasonably accessed from the lake shore using a rake or net, without requiring the use of a boat (generally a distance of about 1.5 metres from the waters edge), together with all areas of emergent vegetation within the lake. Where access to areas of emergent vegetation cannot be safely gained from the lake shore, the Contractor will be required to undertake a separate risk assessment and provide a separate Method Statement for each lake.
- 8.6.4 The Contractor shall have arrangements in place to clear all litter and debris from the open water of lakes, using a boat where necessary, at least once every six week throughout the year in accordance with the Contract requirements for the clearance and disposal of litter and other debris.
- 8.6.5 Throughout the year the Contractor shall ensure that he has arrangements in place to keep all lake, island, and river banks, and all trees on and close to the banks, substantially free of discarded fishing line and other tackle at all times. The Contractor shall note that the requirement to identify and clear discarded tackle extends up into the tree canopy as far as can be reached from ground level using an appropriate telescopic pole (generally up to 10m from ground level). The Contractor shall inform the Authorised Officer of the quantities and types and locations of such discarded tackle at least once every two weeks so that the Authorised Officer can consider appropriate actions in respect of fishing.
- 8.7 GULLIES
- 8.7.1 Storm water and sullage gullies shall be cleaned by removing detritus and soiled water and flushing through with clean water. Arisings shall be disposed to tip. Gully gratings and covers shall be cleaned and refitted. Storm water channels and grids shall be scrubbed clean and flushed with clean water. The Contractor may be required at 2 hours notice to unblock storm water and other gullies to ease flooding or ponding.
- 8.7.2 Silt pits and soakaways shall be cleaned by removing sedimented silt and disposing to tip. Pits shall be flush rinsed with clean water. Storm water manholes shall be flush cleaned with clean water and covers reset in grease in frame channels.
- 8.8 DISPOSAL OF WASTE
- 8.8.1 The waste transfer stations currently operated or used by WRWA and their operating hours are shown at Appendix 6. The Contractor shall note that these may be changed by

WRWA at any time and WRWA may restrict the vehicles using particular transfer stations. Only vehicles whose details, including registration number, have been notified to the Authorised Officer in good time for him to notify WRWA may enter the transfer stations. Vehicles must display in a suitable and prominent position any identifying number or label reasonably required by the Authorised Officer or WRWA and identify themselves to the weigh-bridge as delivering waste from the Services.

8.8.2 All Controlled Waste collected by the Services specified in this Specification shall be delivered to appropriate facilities at specific waste transfer stations as instructed from time-to-time. Any instructions, whether oral or in writing, received direct from WRWA directing that certain wastes or tonnages shall be delivered to certain transfer stations shall be taken as instructions from the Authorised Officer in accordance with this Specification unless varied by the Authorised Officer. The Contractor shall immediately notify the Authorised Officer of any such instructions received direct from WRWA.

8.8.3 The Contractor shall be deemed to have included in his rates for the cost of transporting Controlled Waste to any waste transfer station listed for this Service at Appendix 6, as varied from time-to-time, in accordance with any or all such instructions, or to any other location less than fifteen kilometres distant from the Borough boundary in a straight line.

8.8.4 No charge will be made for the disposal of Controlled Waste collected under the Contract and delivered to a transfer station in accordance with the Authorised Officer's or WRWA instructions. As noted elsewhere in the Specification the Contractor shall have taken account of all costs relating to the disposal or recycling (or a combination of both) when pricing appropriate horticultural maintenance and leaf clearance tasks.

8.9 CLINICAL WASTE.

8.9.1 Clinical Waste shall be kept segregated from other Waste and disposal shall be in accordance with the Contractor's Method Statement. The Contractor shall provide suitable containers for the storage of any Clinical Waste that operatives may find in the course of undertaking any Service. Proper and suitable storage space shall be provided in all operational vehicles, including identified and labelled 'sharps' boxes and yellow sacks.

8.9.2 Needles, syringes and other 'sharps' shall be placed in an appropriately marked yellow box. The Contractor shall decide when these are to be delivered to WRWA for disposal.

8.9.3 For the purposes of the Contract, dead animals shall be treated as Clinical Waste but animal faeces, unless they have been identified as posing a special risk, need not be so treated. Dead animals shall be double bagged, with the outside bag being yellow and appropriately marked and delivered to WRWA for disposal as soon as practical. Any collar or identity tag shall be removed before disposal of the animal and retained at the Contractor's Office for three calendar months before disposal.

8.9.4 The Contractor shall notify the Authorised Officer in the daily Completion Report, with such detail as he shall reasonably require, of any Clinical Waste found or collected each Working Day.

8.10 HAZARDOUS WASTE

- 8.10.1 The Contractor will be aware that the Government has implemented the EC Hazardous Waste Directive by means of the Hazardous Waste (England and Wales) Regulations 2005 (SI 2005/894) (The Regulations) and, in the Act, the term Hazardous Waste has replaced “Special Waste”. The List of Wastes (England) Regulations 2005 (SI 2005/895) details all Hazardous Wastes.
- 8.10.2 Hazardous Waste poses a threat to the environment. Notwithstanding many items can be handled without special personal protective equipment (PPE) and transported on normal vehicles. Others, once identified, only require limited PPE or handling methods, which can be pre-specified. Indeed, many, when in small quantities are not treated as hazardous if they are collected as part of mixed municipal waste.
- 8.10.3 The Contractor will encounter Hazardous Waste in the course of the Contract. However, most will be comparatively innocuous items such as TVs, light tubes, etc. All the Contractor’s staff must be trained to identify Hazardous Waste which requires special handling and that which does not require special handling. They must know the appropriate procedures to ensure their and public safety. WRWA have specified the appropriate delivery point for specific types of Hazardous Waste and the Contractor’s attention is drawn to paragraph 8.8.1 of this Specification (above).
- 8.10.4 Hazardous Waste found during the course of the Contract Period will have been deposited in contravention of Section 33 of the Act. As such, no prior notification is required before moving such Hazardous Waste.
- 8.10.5 Waste Not Requiring Special Handling or PPE. The Contractor shall train his staff to identify those items of Hazardous Waste not requiring special handling or PPE, as identified after the appropriate Risk Assessments. A list, with the Risk Assessments, shall be maintained and passed to the Authorised Officer for approval. It is anticipated that the approved list will contain items such as the following:
- a) Refrigerators and Freezers.
 - b) TVs and Computer Monitors.
 - c) Gas Cylinders.
 - d) Light tubes.
- 8.10.6 Items on the list found in an open space whilst carrying out the Services shall be treated as a Minor Flytip except that they shall be delivered to any special bay designated for them by WRWA at specified transfer stations. In handling such items, reasonable care shall be taken not to damage them. Subject to the Risk Assessment, items on the list already mixed with other wastes can be treated as non-hazardous mixed municipal waste, when collected, and shall not be separated.
- 8.10.7 Waste Requiring Specified Handling and PPE. The Contractor shall train his staff to identify those items of Hazardous Waste that can be removed provided specified handling procedures and PPE are employed, as identified after the appropriate Risk Assessments. A list, with the Risk Assessments, shall be maintained and passed to the Authorised Officer for approval. It is anticipated that the approved list will contain items such as the following:
- a) Sheet asbestos.
 - b) Oil drums.

- 8.10.8 Items on the list found in an open space whilst carrying out the Services shall be treated as a Minor Flytip except that they shall be delivered to any special bay designated for them by WRWA at specified transfer stations. In handling such items the specified procedures and PPE must be used and reasonable care shall be taken not to damage them. Subject to the Risk Assessment, items on the list already mixed with other wastes can be treated as non-hazardous mixed municipal waste, when collected, and shall not be separated.
- 8.10.9 Waste Requiring Special Handling and PPE. Should the Contractor's staff be suspicious about any item they may find in the course of the duties and suspect that it may be Hazardous Waste, requiring special handling and PPE, then the following procedure must be adopted. Staff must immediately:
- a) contact their Contract Manager, or his deputy, who is to attend on site as soon as possible and ensure that actions are taken to minimise the possibility of harm to any person; and
 - b) contact the duty Waste Management Officer or any other Waste Management Officer. The contact telephone numbers are contained in Appendix 6 and shall be notified to all staff. A Waste Management Officer will attend on site as soon as possible and ensure that actions are taken to minimise the possibility of harm to any person; and
 - c) remain on site to safeguard the public from the Hazardous Waste until satisfactory alternative arrangements are made by a Waste Management Officer or their Manager to safeguard the site. The London Fire Brigade should be called (999 call) if it is believed that the site cannot be adequately safeguarded to avoid harm to the public.
 - d) The Contract Manager, or in his absence a Waste Management Officer, shall decide how the waste can be safely handled and delivered to WRWA for disposal taking advice from the Environment Agency or the London Fire Brigade as needed. Should a safe method not be identified, then the waste is to be reported to the Council's Emergency Services and the procedures in paragraph 8.10.10 of this Specification shall be followed.
- 8.10.10 Where there is actual spillage of chemicals then the Council has an existing procedure that must be followed and the Contractor must call the Council's Emergency Services on (020) 8871 6900 as well as a Waste Management Officer. Thereafter, the Contractor shall carry out the reasonable instruction of a Waste Management Officer, the Environment Agency, the London Fire Service or the Council's Emergency Services for the final collection and disposal of the waste and include full details of the collection and disposal in the next Completion Report, with times, names, contact details, etc. Where considered to be appropriate, the Authorised Officer will pay for the above actions as Unspecified Work.
- 8.10.11 The Contractor shall be deemed to have included in his prices for all waste disposal resulting from his cleansing operations including, where appropriate and achievable the recycling of green waste and non green waste arisings (see paragraphs 1.33 and 1.35)

8.11 INCLEMENT WEATHER

8.11.1 During severe weather conditions all or part of the Services in certain or all locations in the Borough may be suspended by the Authorised Officer at the request of the Contractor or for other good reason. No payment shall be made to the Contractor during any period of suspension. During such suspension the Authorised Officer may require that any or all of the Employees and Plant provided for the Contract shall be used for other duties e.g. salting, snow clearance or emergency operations. The Contractor shall receive payment for such other duties as Unspecified Work as detailed in the Specification.

8.11.2 The Contractor will be deemed to have included in his prices for any additional work which may have to be undertaken as a result of the accumulation of Litter and Refuse when the Services are resumed following suspension as above. No additional payments will be made by the Council for such additional work. The Authorised Officer may agree at the request of the Contractor to modify the Programme of Works to ensure a smooth return to the normal Services after any suspension but, in any case, the normal Programme shall be resumed within seven Working Days.

9 ECOLOGICAL MAINTENANCE TASKS

9.1 PREAMBLE AND GENERAL INFORMATION

9.1.1 In addition to the general horticultural maintenance works and other duties detailed in the Specification the Contractor is required to undertake specific maintenance tasks at ecological areas, specified in Appendix 5 and in the Bills of Quantities and site information. These ecological areas are situated within a number of the Commons, Parks and Cemeteries contained in this Contract.

9.1.2 The Council employs a full time Principal Parks Officer (Biodiversity) and a full time Parks Officer (Biodiversity). The Contractor shall be expected to liaise closely with both, at all times, on all matters pertaining to the detailed maintenance, management and development of the Ecological Areas. The Contractor's overall duty to ensure that he is, at all times, aware of and adheres to best practice in carrying out the tasks, duties and operations contained in the Contract (paragraph 1.10 of the Specification) is of particular relevance to all Ecological Maintenance tasks and operations. Current best practice is available in the BTCV series of Handbooks -<http://shop.btcv.org.uk/shop/level2/59/level>

9.1.3 The Contractor should note that it is the Council's intention to enhance existing and expand, where appropriate, the Ecological Areas on sites.

9.1.4 The Contractor shall note that the Council has developed and will continue to develop close working partnerships with a number of voluntary groups specialising in the management and maintenance of Ecological Areas. It is the Council's intention to enter into partnership arrangements with these voluntary groups in respect of all or parts of some of the Ecological Areas. At the time of publication the information provided in this Contract in respect of Ecological maintenance tasks and areas, reflects the sites and types and quantities of work required of the Contractor. In the case of variations to the works required of the Contractor arising, the sums due to the Contractor shall be adjusted in accordance with his detailed rates provided in the Bills of Quantities. Under the instructions of the Authorised Officer the Contractor shall, at all times, work in close

liaison with the designated voluntary groups and both the Authorised Officer and the Contractor shall ensure that the works by one party shall not encroach on, nor adversely affect, the works carried out by the other party.

- 9.1.5 The Contractors Method Statement shall fully satisfy the Authorised Officer of his understanding of the particular requirements in respect of the maintenance of Ecological Areas set out in this Section 9 of the Specification, and that he employs sufficient staff who have relevant experience and are conversant with the particular needs to undertake, manage, and supervise the works. The Contractor's Method Statement shall also satisfy the Authorised Officer that he has, or has the use of, sufficient mowing and clearance machinery, both suitable to the required purposes and of approved types, to fulfil all of the various mowing requirements.
- 9.1.6 The maintenance tasks required at Ecological Areas, whether specified in this particular section, or elsewhere in the Contract, shall at all times be carried out in the manner and at the times specified by the Authorised Officer. Failures, by the Contractor, in either the timing or the method of operations may seriously jeopardise the development of the areas causing permanent or temporary loss, or damage, to individual species of flora and fauna. This being so, any failures by the Contractor, whether by his acts, omissions or negligence when working at or adjacent to Ecological Areas shall be considered as serious failures and dealt with in accordance with Condition 34 and Schedule 4.
- 9.1.7 The Contractor shall note, that due to the sensitive nature of the Ecological Areas, access for his plant shall be restricted to only that plant which is required and actively employed on the operation in progress. Generally this shall mean only such plant as is needed directly for mowing or for the collection and carting away of arisings.
- 9.1.8 In the case of grass cutting operations the Contractor shall provide the Authorised Officer with at least 48 hours notice of his intention to commence such operations at each location and on each occasion. In the case of all other maintenance operations at Ecological Areas the Contractor shall provide the Authorised Officer with at least five working days advance notice of his intention to commence such operations.
- 9.1.9 The Contractor shall note that the use of chemical treatments at Ecological Areas is to be avoided wherever possible. In the cases where the Authorised Officer specifies the use of certain chemical treatments for certain tasks, the Contractor shall fully observe the provisions of Paragraph 2.6 of the Specification.
- 9.1.10 As appropriate to the task the Authorised Officer shall provide the Contractor with plans or drawings showing the areas to be worked to accompany the specific instructions issued by the Authorised Officer. If the Contractor has any queries on the information provided he shall raise them with the Authorised Officer before starting any works.
- 9.1.11 Throughout the Paragraphs of this detailed Specification for the Ecological Area Maintenance Tasks there are frequent references to the Authorised Officer's "marking in the approved manner" of areas to be worked by the Contractor. The phrase or similar shall for the purposes of this Contract mean the manner agreed by the Contractor and the Authorised Officer for any particular task
- 9.1.12 The Contractor shall note that due to the presence of breeding birds (including waterfowl) in many Ecological Areas, the Authorised Officer shall issue instructions for

some operations to be carried out at the appropriate time of year (generally between September and February, inclusive).

- 9.1.13 In addition to taking account of the information contained in the general Specification the Contractor shall take account of all of the foregoing information when pricing the Ecological Maintenance tasks in the Bills of Quantities.

DETAILED SPECIFICATION

9.2 GRASS CUTTING

- 9.2.1 Within the Ecological Areas there are a number of grass cutting regimes. The general details for these are set out below, the areas (quantities) at each location are shown in Schedule 3.3 and the height of cut specifications are detailed in Paragraph 3.10.3 of the Specification. As appropriate the Authorised Officer will provide plans or drawings as referred to at Paragraph 9.1.10 (above). The detailed information indicates, as appropriate, the expected timing of grass cutting operations, however the Contractor shall note that the exact timings may vary due in particular to the rate of grass growth or the weather conditions pertaining at the time. Similarly the number of cuts required, at specific locations, in any year may vary. The grass cutting regimes, and the detailed information is as follows:

- 9.2.2 Wildflower meadow and grassland maintenance: At a time to be specified by the Authorised Officer during the following periods: from the end of April for areas containing coarse grasses; June to Sept for spring flowering meadows; the beginning of September to the end of October for summer flowering meadows. Each year the Contractor shall mow the specified areas, using appropriate and approved machinery to achieve a finished grass height of 50mm. The Contractor shall collect up and clear away all of the grass arisings and debris present in the area, a minimum of 48 hours after mowing, and at a time agreed with the Authorised Officer.

- 9.2.3 Due to the nature of these works the Authorised Officer may require further, similar mowing operations at specified areas. Clearance of arisings, as detailed above, shall be required for such additional operations. The Contractor shall note that he is required to provide a price in the Bills of Quantities for the main operation (including clearance) which price shall also be used to calculate the sums due to the Contractor for further operations (including clearance).

- 9.2.4 Semi rough areas: At a time to be specified by the Authorised Officer the Contractor shall mow the specified areas to a finished height not below 50mm and not to exceed 75mm. The Contractor shall note that in the majority of cases these semi rough areas are areas of grassland interplanted to varying densities with trees and shrubs. Any tree or shrub which is damaged to the extent that it needs replacing, shall be replaced entirely at the Contractor's expense. The Contractor shall note that in general the expected frequency of this operation at any particular location shall normally be once every two years.

- 9.2.5 High maintenance areas: The grass height specification detailed for this particular operation at Paragraph 3.10.3 of the Specification shall be achieved by the Contractor by means of a programme of scheduled mowing visits throughout the year. In general this particular operation applies to the grassed areas immediately abutting paths (both formal and informal) and extends to, on average, one metre in width to either side of the

particular path. The specified grass height requirement shall be maintained on the entire, specified areas to include around the bases of any obstructions. The Contractor shall note that from time to time it is necessary to create or re-align informal pathways so additional, initial mowing operations may be required to achieve the specified standards. The Contractor shall take this into account when pricing this item in the Bills of Quantities.

- 9.2.6 Chain harrow: Occasionally the grass areas may need to be harrowed to invigorate the species diversity. This will be carried out using a tractor drawn or tractor mounted flexible chain harrow approved by the Authorised Officer. Harrowing shall only be performed as directed by the Authorised Officer.
- 9.2.7 Seeding: From time to time the Authorised Officer will issue a written instruction to create a new meadow area by means of seeding. Seed, as specified by the Authorised Officer, shall be broadcast over the entire area at a rate of 1g per square metre for pure wildflowers or 5gm per square metre if using a mix with grasses, applied in two equal sowings in transverse directions. Any area which fails to establish fully except by other than natural causes shall be re-sown by the Contractor at his own expense.
- 9.2.8 When the grass has reached a height of 100mm the Contractor shall mow the entire area using an appropriate and approved mower, to a finished height of 50mm. He shall then carefully remove, collect and dispose of the arisings. This shall be repeated every eight weeks during the first growing season.
- 9.2.9 The Contractor shall continue to exercise care for the second season after seeding but he shall note that any particular area shall be expected to be included into the appropriate Ecological Area mowing regime as soon as is possible after seeding.
- 9.3 WOODLAND AND SCRUB AREA, MAINTENANCE TASKS
- 9.3.1 Within the Ecological Areas there are a number of woodland and scrub areas, which shall require specific maintenance, at specified times. Required operations shall only be carried out by the Contractor, on receipt of the Authorised Officer's specific instruction.
- 9.3.2 The Contractor is reminded of the requirements that he shall provide the Authorised Officer with at least five days notice of his intention to start works once ordered. The Contractor should note that the operations detailed below in Paragraphs 9.3.4 to 9.3.25 will not generally recur at a particular area annually. The annual quantities of work shown on the Bills of Quantities reflect this requirement.
- 9.3.3 The detailed requirements of the various maintenance operations are as follows:
- 9.3.4 Coppicing: The Contractor shall ensure an appropriately experienced person is on site when commencing coppicing work in any area. The Authorised Officer will provide general advice on the requirements of the task, will mark out the trees, shrubs and saplings to be coppiced and identify any areas to be left undisturbed. The Contractor shall coppice only those plants which are identified by the Authorised Officer.
- 9.3.5 Wherever possible the works will be carried out using appropriate hand tools. Chainsaws or other mechanised tools shall only be employed with the Authorised Officer's approval. All trees, shrubs and saplings identified for coppicing shall be cut back to within 75mm of the ground level, leaving a clean outward sloping cut.

- 9.3.6 In general the Authorised Officer shall issue instructions for these operations to be carried out in the period November to February each year. However, it is likely that the majority of such works shall be required to be started and completed during December and January each year.
- 9.3.7 Tree thinning: Recently planted woodland areas require periodic thinning to promote the growth of remaining trees and shrubs. The Authorised Officer will provide the Contractor with plans of the plantations to be thinned in this way.
- 9.3.8 The Contractor shall ensure an appropriately experienced person is on site when commencing thinning work in any new area. The Authorised Officer will provide general advice on the requirements of the task, will determine the proportion and species to be thinned and identify any areas, which are to be left undisturbed. The Contractor shall cut back only those saplings that have been identified by the Authorised Officer in the specified areas.
- 9.3.9 The general thinning requirement may from time to time include the complete removal of certain specified saplings complete with their roots, in particular those saplings that have “self set” within the woodland areas. This work should be carried out manually unless otherwise agreed or specified by the Authorised Officer.
- 9.3.10 Whip planting: Occasionally areas may need to be planted with whips of trees or shrub species to create new scrub or woodland areas. Paragraph 3.1 of the Specification, referring to sourcing and care of plant material will apply together with specific instructions from the Authorised Officer.
- 9.3.11 In the case of all plantings the Contractor shall ensure that all bare root plants are sufficiently moistened for no less than 24 hours in root dip. All other plants shall be sufficiently moistened prior to planting. All plants once planted shall be sufficiently watered; generally 5 litres of water per plant is required at this time.
- 9.3.12 The Contractor shall ensure that all new plantings and planted areas are watered sufficiently, and sufficiently often, after planting to ensure the full establishments of the plant and the plants maximum vigour and continuing good health. Any plant which dies for any reason as a result of the Contractor’s acts, omissions or negligence shall be replaced entirely at the Contractor’s expense (see also paragraphs 3.1.1 to 3.1.4 of the Specification).
- 9.3.13 Following planting the Authorised Officer may require the area to be enclosed by fencing as specified in paragraph 3.23 of the Specification.
- 9.3.14 For a period of three years following planting the Contractor shall carry out weed control operations, immediately around the new planting or throughout the planted area, by hand pulling except when otherwise specified.
- 9.3.15 Hedge cutting: Wildlife hedges composed of native trees and shrubs have been planted in a number of parks and open spaces within the Borough. From time to time, as specified by the Authorised Officer, these hedges are to be managed in a less intensive manner than the more formal hedges covered in paragraph 3.19 of the Specification. Nevertheless they will still require regular trimming in order to maintain their shape and dense, bushy form.

- 9.3.16 In general, wildlife hedges shall be allowed to grow to heights of between 1.2m and 2.5m, with exact heights specified for particular hedges. Hedge trimming shall generally take place on a two-year rotation, with one side of the hedge cut in one year and the opposite side cut in the following year. In some particular situations, eg, where the hedge is in a more formal situation, annual trimming may be specified.
- 9.3.17 Hedge trimming: Hedge trimming shall be carried out with a mechanical hedge trimmer or tractor mounted cutter bar. The aim should be to remove young growth of up to 2 years old. Older woody growth should not be cut during routine hedge trimming. The finished hedge, after cutting, shall be "A" shaped, with a flattened top, the hedge being wider at the base and narrowing from each side towards the top.
- 9.3.18 In general hedge trimming should be carried out in January or February, after the majority of berries have been removed by birds and small mammals and prior to the start of the nesting season and the Contractor's Method Statement should reflect this.
- 9.3.19 Hedge laying: Hedge laying will be carried out on specified sections of wildlife hedge on the instruction of the Authorised Officer. The Contractor shall ensure an appropriately experienced person is on site when commencing hedge laying in any area. The Authorised Officer will provide general advice on the requirements of the task, will determine the sections to be laid and will identify and mark any tree saplings or other species growing within the hedge which are to be left uncut. Hedge laying is a skilled task and should only be carried out by staff with appropriate training and experience.
- 9.3.20 Dead hedging: From time to time where a need is identified by the Contractor or by the Authorised Officer, the Contractor shall provide and create, protective or preventative barriers using dead hedging. Materials, agreed with the Authorised Officer, shall usually consist of brush arising from the Contractor's coppicing, thinning, pruning or other appropriate tasks. This material shall then be woven through a single line of closely spaced stakes and packed closely so that it forms a hedge about 300mm wide and 1.8m high. From time to time, and as specified/agreed by the Authorised Officer, the hedge will consist of two such parallel rows with the area between them filled with additional appropriate materials.

9.4 CLEARANCE AND CONTROL TASKS

- 9.4.1 The Contractor shall completely remove all undesirable species as specified by the Authorised Officer. Removal, shall be effected by the Contractor only on receipt of the Authorised Officer's written instruction. Root removal where specified shall be in accordance with the Authorised Officer's instructions. Killing of stumps by means of the application of an approved herbicide shall be carried out only on receipt of the Authorised Officer's written instruction and strictly accordance with paragraph 2.6 of the Specification. Following root removal disturbed ground shall be backfilled and levelled to match adjacent surface levels.
- 9.4.2 Undesirable species treatment: The Contractor shall ensure that he has arrangements in place to deal with all undesirable species, both individual plant and areas of plants, by either manual or chemical control as appropriate to the circumstances. Undesirable species include weeds and plants considered, by the Authorised Officer, to be inappropriate or injurious to their immediate surroundings and invasive species as

defined by Schedule 9 of the Wildlife and Countryside Act 1981 (as amended) or recognised as being species of concern by the London Invasive Species Initiative (LISI).

- 9.4.3 In the case of the latter (invasive species) the Contractor shall ensure that he has arrangements in place both to identify and deal with any outbreaks within the parks and green spaces, including the obtaining of all licences and or permits that might be required, in accordance with national and regional best practice guidance and without the need for instruction from the Authorised Officer.
- 9.4.4 The Contractors shall report his findings and subsequent actions to the Authorised Officer and shall provide the Authorised Officer with plans showing the location of the works carried out, together with copies of all licences, permits and other documentation that he holds in respect of the works. The location plans, reports and documentation are of particular importance as they will be used by Green Space Information for London (GIGL) to assist in their monitoring of locations and the extent of such problems, and their assessment of the effectiveness of management actions across London.
- 9.4.5 Bramble, scrub and tall herb control: There are areas of scrub, brambles, and tall herbs which will require control by the Contractor by means of appropriate mowing operations. Appropriate and regular maintenance of bramble is particularly important to ensure that it continues to provide valuable habitat for wildlife without undue detriment to other ground vegetation and general access. The Contractor and the Authorised Officer shall agree programmes of rotational cutting for the control of bramble.
- 9.4.6 The Contractor shall ensure an appropriately experienced person is on site when commencing bramble cutting in any area. The Authorised Officer will provide general advice on the requirements of the task, will determine the areas to be cut and identify any tree saplings or other species growing within the bramble which are to be left undisturbed.
- 9.4.7 For guidance; bramble cutting operations shall be carried out, in accordance with the agreed programmes of work, during the period November to February each year, with the majority of such works to be started and completed during December and January each year.
- 9.4.8 Clearance of arisings: The general requirement is that the Contractor shall clear away all arisings from maintenance operations. Green arisings shall be treated in accordance with the Contractor's approved Method Statement.
- 9.4.9 Notwithstanding this, the Authorised Officer may from time to time require the Contractor to retain on-site some or all of the brushwood arisings from some operations. Subsequently the Contractor may be required to do, at his own expense, one or all of the following:
- a) Chip the arisings using an approved type of brushwood chipper and spread these chippings to informal pathways, horse rides and occasionally the surfaces of planted areas, as directed. The areas to be spread may be at the same site as the arisings occur or at any other site covered by the Contract and specified by the Director.
 - b) Retain such of the arisings as are suitable and conform to the Specification for hedge laying and for creating "dead hedging" barriers and such as are required at

the time to create these barriers. Such barriers may be required at the same site as the arisings occur or at any other site contained in the Contract and specified by the Authorised Officer.

- c) Use larger items of cut wood to create dead wood habitat, either as individual logs placed on the woodland floor or stacked to create 'habitat piles' or to create stag beetle 'loggeries' as agreed with the Authorised Officer.
- d) Retain selected materials for use in hedge laying tasks (9.3.19).

9.5 FOOTPATH MAINTENANCE

9.5.1 In addition to the specific requirements noted in the Specification for mowing Ecological Areas in respect of the maintenance of the grass verges abutting footpaths on Ecological Areas the Contractor shall carry out other specified tasks.

9.5.2 There are a number of informal footpaths in Ecological Areas with a range of surfaces. In the case of the grass surfaces the Contractor shall maintain the grass to the height detailed for the high maintenance grass areas, paragraph 3.10.3 of the Specification. The frequency of mowing required to achieve this should be adjusted by the Contractor to take account of the wear occasioned by pedestrian use.

9.5.3 In the case of paths of other surfaces the Contractor shall maintain the surfaces in a good and safe condition at all times, paying particular attention the levelling up of any holes in the surfaces. Throughout his maintenance operations on surfaced paths the Contractor shall return to the path surface loose materials that escape to the verges on each side of the path by raking or other appropriate means.

9.5.4 As instructed by the Authorised Officer the Contractor shall temporarily or permanently block off specified informal paths by the use of temporary fencing erected in accordance with paragraph 3.23 of the Specification.

9.6 FENCING

9.6.1 There are various fencing requirements at the Ecological Areas, particularly the need to fence newly seeded, newly planted and other renovated areas, and the need to construct permanent or temporary barriers to footpaths and other accesses. These various fencing requirements shall be achieved by the Contractor by means of the following fencing methods, using at each occasion the particular method specified by the Authorised Officer.

9.6.2 The Contractor shall provide and erect and subsequently maintain chestnut paling fencing of sufficient quantities to meet the Authorised Officer's specified requirements, erected and maintained in accordance with paragraph 3.23 of the Specification.

9.6.3 As an alternative to chestnut paling fencing the Contractor may from time to time be required to provide and create protective or preventative barriers using dead hedging (paragraph 9.3.20). Appropriate instructions will be issued by the Authorised Officer.

9.7 LAKES, LAKE EDGES, RIVER BANKS AND WETLAND MAINTENANCE.

- 9.7.1 There are a number of water bodies at sites within the Contract, including river banks and wetland areas. These are shown on the appropriate site plans and listed in Appendix 5. Included in many of the lakes are islands, the maintenance tasks shall apply equally to the islands as to the lake edges and river banks, as instructed by the Authorised Officer.
- 9.7.2 The Contractor shall note that specific care must be taken at all times when carrying out any of the specified operations with regard to wildlife, especially when wildfowl are preparing to and are actually nesting, usually from December to June. Any works that are required shall only take place at the specific instruction of the Authorised Officer.
- 9.7.3 In the case of all operations (with the exception of daily inspection and/or maintenance tasks) to water bodies, the Contractor shall provide the Authorised Officer with at least 20 Working Days notice of his intention to commence operations at each location and on each occasion, in part so that authorised anglers can be notified of such works. The Contractor shall note that the routine inspections are particularly important during periods of hot, dry, and sunny weather.
- 9.7.4 The Contractor shall have appropriate arrangements in place to ensure that he can identify hazards related to water bodies, for example the presence of surface ice and the presence of blue green algae. As appropriate the contractor shall provide and erect appropriate warning signs and shall ensure that such signs stay in place and clearly legible throughout the entire period that the particular hazard persists.
- 9.7.5 The Contractor shall be expected to respond to emergencies that affect the water bodies. These may include, fish kills, blue-green algae outbreaks, sewer leaks, spillages of chemicals, and waterfowl disease. All operations related to emergencies will be carried out on approval of the Authorised Officer.
- 9.7.6 The Contractor shall be required to work both from the water's edge and from a boat (provided by the Contractor), as appropriate to the task. Outboard motor's shall not be used/permitted. The Contractor shall ensure that appropriate risk assessments have been carried out in respect of each operation and each lake/water body.
- 9.7.7 In the case of all clearance operations, the Contractor shall perform these operations in such a way as to ensure that no damage is caused to the lake or river banks, edges or to the grass or plants growing in, on or around the lakes and rivers. Nor shall any damage be caused to the bottom of the lake or river. Any damage shall be replaced or rectified entirely at the Contractor's expense.
- 9.7.8 The Contractor shall carry out a daily inspection of all known entrapments, barriers, outlets and inlets for debris and remove any such debris or blockages to ensure that these features remain in good working order at all times.
- 9.7.9 Boreholes: Routine inspections are referred to in paragraph 5.3.10 of the Specification. From time to time it will be necessary to supplement water at lakes from the mains or local grey water supply. This shall only take place on the specific instruction of the Authorised Officer. The Contractor shall be required to ensure that any exposed manholes are suitably fenced off and that exposed hosepipes are adequately identified/made safe and that appropriate signs, provided by the Contractor, are displayed.

- 9.7.10 Cascades: At Battersea Park there are ornamental cascades which flow into the lake. This is primarily an ornamental feature, which when operating correctly provides supplemental oxygen to the water in the main lake to assist in maintaining a healthy ecosystem. Currently the water pumping system is not operating and it is possible that this will still be the case at the Commencement Date. Notwithstanding the conditions at the Commencement Date the Contractor shall, from that date ensure that he has arrangements in place for the daily clearance of litter and other debris from all parts on the facility in accordance with the detailed specification, Section 8.
- 9.7.11 The intention is to bring the facility back into use once funding has been identified and the Contractor shall have taken the following routine maintenance requirements into account when preparing his detailed rates. The routine maintenance required comprises a daily visual inspection to ensure that the cascades are working, the immediate reporting (to the Authorised Officer) of all damaged, inoperable or otherwise failed equipment, fixtures and fittings and the routine maintenance of the planted areas in accordance with the detailed Contract Specification, paragraphs 3.6, 3.7, 3.15 and others.
- 9.7.12 Fish Barriers: The Contractor shall carry out regular inspections of the fish barriers, where installed, to check for holes in the nets, damage at the base causing the barrier to rise up, damage at the edges causing the barrier to come adrift etc. All damage found to be reported to the Authorised Officer without delay. Any remedial/repair works that are required shall only take place at the specific instruction of the Authorised Officer.
- 9.7.13 Barriers occasionally become blocked, in particular with leaf litter above and below the water surface. The Contractor shall remove any such debris when it is identified during regular inspection, ensuring no damage to the barrier itself. The Contractor shall also ensure that all other litter and discarded fishing tackle is cleared at the same time
- 9.7.14 Ditches: In addition to the lakes and associated areas contained in the Contract there are a number of ditches at specified sites, shown on the appropriate site plans. The Contractor shall ensure that arrangements are in place for the regular inspection, cleaning and, as required, reforming of the ditch banks and bottoms and the clearance and disposal of all arisings.
- 9.7.15 Vegetation: In the case of all vegetation management operations at water bodies, the Contractor shall transfer any vegetation removed from the water, out onto the banks where it shall be left for 24 hours. After the prescribed 24-hour period the Contractor shall collect up all of the arisings from the banks and dispose of them as waste, either to a green waste recycling facility or to a waste transfer station, depending on the plant species. This requirement applies to the following paragraphs 9.7.19 to 22.
- 9.7.16 Aquatic plant control: At some sites there are aquatic plant species, that include submerged, emergent, floating plants and reeds some of which are intended to supplement the oxygen within the water. The Contractor's Method Statements shall include details of his arrangements, to include the timings of operations, to properly maintain any excess of these species to ensure that they continue to flourish and as appropriate to provide the intended benefits. In any one operation, unless otherwise specified, no more than one third of the vegetation will be removed.
- 9.7.17 Waterside trees: Occasionally, tree management will be required at the lake edges, this may included thinning out or coppicing, as described in paragraph 9.3.4/5/6. The

Authorised Officer will provide details of the works required and, as appropriate the methods to be employed.

- 9.7.18 Planting of vegetation: Occasionally planting of aquatic vegetation will be required. This will usually be in May/June for new plants or in the autumn when using material thinned from other locations/sites. All such works will be carried out in accordance with the Authorised Officers written instructions and directions.
- 9.7.19 Waterfowl: The Council has in place an annual programme to prevent recruitment to specified goose populations. The Contractor shall be responsible for the continuation of this programme using methods specified and approved by the Authorised Officer and/or the relevant Licensing Authority. The programme shall commence in mid to late February each year, and the works shall be carried out on one full weekend day, every two weeks until mid June. The Authorised Officer will specify the exact start and finish dates each year. The Contractor shall plot every nest found on maps/plans (provided and prepared by him) of the nesting areas at each location at the start of the annual programme and update such maps throughout the duration of the programme (as appropriate). The Contractor shall also make a record of all control actions, currently either egg pricking or oiling, carried out at every visit and provide the Authorised Officer with a copy of said record on the Monday immediately following each visit. The Contractor shall note that the majority of nesting sites are located on lake islands and also note that the aim of this programme is to ensure that there is no recruitment to the specified goose populations.
- 9.7.20 Fish management: The Contractor shall obtain, from the appropriate agency, generally the Environment Agency or DEFRA, all permits and/or licences needed to carry out the operations specified in the following paragraphs: 9.7.24 to 9.7.27
- 9.7.21 A range of coarse fish is stocked in several lakes to provide an opportunity for angling to be undertaken under permit. In order to maintain appropriate stock levels the Contractor shall, at least once every three years undertake surveys of the fish stocks at each of the specified. The survey shall record the species, numbers, and weight of fish surveyed and should be carried out in accordance with the guidance made available by the Environment Agency and/or DEFRA.
- 9.7.22 Survey information will be used to determine any adjustments required to the stocking level of each individual lake, which shall be no higher than 600lb fish per acre of the defined fishing area (not the total lake area). The mix of fish should consist of a range of species of a series of ages and weights, to be agreed with the Authorised Officer on a site by site basis. Any adjustment to the stocking levels, or the mix of species, ages or weights of fish, shall only take place with the specific agreement of the Authorised Officer.
- 9.7.23 In cases where the stock levels are agreed to be too high adjustments shall be by the removal of fish from the lake to a suitably licensed/authorised facility elsewhere.
- 9.7.24 In cases where the stock levels are agreed to be low adjustments shall be by the import of specified species, weights and numbers of fish from a suitably licensed/authorised facility. When moving fish in or out of lakes the numbers, species and sizes/weights of the fish to be moved shall be agreed with the Authorised Officer and with reference to appropriate Environment agency guidance (if any)

10 GROUND MAINTENANCE AND PROVISION OF SPORTS FACILITIES

10.1 In addition to the seasonal horticultural maintenance requirements for parks and green spaces the Contractor shall be responsible for the ground maintenance and provision of specified sports facilities (including football, rugby, lacrosse, cricket, hockey, rounders and softball pitches, bowling greens, horse rides and athletics tracks). The playing surfaces are predominantly grass but there are a number of red-gra, artificial grass and other artificial surfaces. The locations and numbers of the pitches are indicated in Schedule 3.4 and the detailed specification of works required is set out in this Section 10 of the Specification. Pitch numbers and/or locations may be changed from time to time either on the Authorised Officer's instruction or with the Authorised Officer's agreement.

10.2 The central grass area of the Athletics Track at Tooting Common is provided with automatic "pop up" irrigation system incorporating underground pipework and surface sprinkler heads and ground level covers. Similar automatic, "pop up" irrigation systems exist at all of the bowling greens, the "pop up" heads and associated covers are situated on the grass banks surrounding the greens. At Battersea Park there is a park wide irrigation system which can be connected to either the mains water supply or to the park's own borehole. The Contractor is required to operate and maintain these systems. Should damage occur as a result of any acts or omissions by the Contractor, the Contractor shall be held fully liable and shall fully recompense the Council for the total cost of any repairs so required.

10.3 DATES OF PLAYING SEASONS

10.3.1 The dates of the playing seasons are provided in the Sports Pitch Booking Service section of the Specification (paragraph 4.1.2) The Contractor shall ensure that all necessary maintenance tasks are programmed to be completed, and are completed, during the period between seasons.

10.4 MARKING OF SPORTS FACILITIES

10.4.1 The Contractor shall ensure that the initial pre season marking of sports pitches is completed in time for the start of the particular season and in accordance with his booking records. Thereafter, throughout the playing season the contractor shall ensure that all sports pitches are overmarked sufficiently frequently to ensure that the lines are clearly visible at all times, and in particular for any booked use of the pitch. Except where otherwise specified by the Authorised Officer all pitch markings shall be in accordance with the rules of the particular sport's governing body and applied using materials and equipment detailed in Appendix 9. The use of creosote, lime or any herbicide either for marking out or added to marking compounds shall not be permitted under any circumstances.

10.4.2 The Contractor shall have arrangements in place to mark out other temporary facilities that might be required in support of bookings that he takes for school sports days and similar events.

10.4.3 Where red-gra surfaces support more than one sport the Contractor shall mark for each sport using different colour marking materials. In instances where the Contractor

considers marking for different sports on a grass pitch he shall be responsible for gaining the agreement of different users prior to applying such markings.

10.5 SPECIFIC MOWING REQUIREMENTS AT SPORTS FACILITIES

10.5.1 At all times the Contractor shall ensure that the grass on all sports pitches is maintained at the heights detailed in paragraph 3.10.3 of the Specification and mowing shall be conducted as frequently as necessary to ensure that this occurs.

10.5.2 For guidance the Contractor should note that only appropriate fine cut cylinder boxed mowers such as Ransomes Auto-Certes or Lloyds Paladin, fitted with blades appropriate to maintaining the required height and finish of cut specified at paragraph 3.10.3. shall be used for the “in season” mowing of bowling greens, cricket squares and cricket wickets. In season mowing of these fine turf sports facilities should be carried out in accordance with any guidelines or detailed instructions provided by the sports’ governing bodies. All cuttings shall be boxed, collected and removed from the site and disposed of at the Contractor’s expense, the removal and disposal of cuttings being carried out at the time of the mowing operation.

10.5.3 Throughout the playing season the Contractor shall ensure that all cricket outfield, including those associated with artificial wickets are mown sufficiently often to maintain the standard specified at paragraph 3.10.3 (iii) of the Specification.

10.5.4 The routine mowing operations on bowling greens throughout the playing season include the removal of all rink marking strings prior to mowing and their replacement immediately after mowing in accordance with English Bowling Association (EBA) rules.

10.5.5 It should be noted that there are other grassed areas immediately associated with the bowling greens within the enclosed areas. The grass cutting regimes for these areas will be as for ornamental and fine turf areas, boxed mowing inclusive of grass banks to bowling green.

10.5.6 In connection with line marking, on grass pitches, the Contractor shall maintain the grass immediately on lined areas of sports pitches to the maximum height permitted immediately following a cut for that type of area (e.g., football pitch 20mm), at all times during the marking season. These mown areas shall be kept substantially free of all grass cuttings, leaves and other debris at all times

10.6 SPORTS EQUIPMENT: PRE SEASON - SETTING OUT EQUIPMENT, ERECTION OF POSTS etc

10.6.1 The Contractor’s duties in respect of the provision, regular inspection, maintenance and replacement of sports equipment including goal sets (including sockets), cricket nets, bowling green rink markers, ditch protectors etc is set out in the Sports Pitch Booking Service section (paragraph 4.10.1 to 4.10.3)

10.6.2 The Contractor shall ensure that all sports equipment is erected or otherwise set out in accordance with rules and guidance provided by each sports’ governing body. In the case of goal sets the Contractor shall ensure that all posts, sockets etc are in good and safe condition prior to erecting the goal sets, and subsequently throughout the playing season,

and that they are erected in good time for the start of the appropriate playing season, see Appendix 22.

10.7 SPORTS EQUIPMENT: POST SEASON - REMOVAL AND STORAGE OF EQUIPMENT

10.7.1 Immediately after the end of each playing season the Contractor shall ensure that all sports equipment is removed from the particular pitch/playing surface and returned to safe storage, see Appendix 22. In the case of goal sets the Contractor shall ensure that the ground sockets are plugged immediately after removal of the post/s to match the surrounding surface levels. The Contractor shall supply all “plugs” and shall ensure that such plugs remain securely in place throughout the particular non-playing season.

10.7.2 During the closed season for particular sports the Contractor shall renovate (repair, repaint and replace parts), as appropriate, all equipment associated with the particular sport and ensure that it is in clean and presentable condition for use in the following playing season, see Appendix 22.

10.7.3 Also during the closed season for particular sports the Contractor shall inspect all sports equipment and provide the Authorised Officer with a report detailing the condition the equipment together with details of all repairs and renewals that he proposes to carry out prior to the start of the next playing season, see Appendix 22.

10.7.4 The Contractor shall ensure that all goal posts and associated equipment are erected and dismantled in accordance with the Safe Operating Procedure for the Erection, Dismantling and Storage etc of goals, Appendix 22 using only methods that ensure that there is no risk of injury to persons or damage to the equipment.

10.8 CRICKET SQUARES.

10.8.1 The Contractor shall ensure that all tasks and operations in respect of the provision and maintenance of cricket facilities that are described in this section 10.8 are carried out in accordance with the rules and guidance provided by the sports governing body, the England and Wales Cricket Board and with the Performance Quality Standards set out in Appendix 18.

10.8.2 Prior to the commencement of the cricket season the Contractor shall:

- a) Ensure the squares are mown to the height specified for the playing season at Paragraph 3.10.3 of the Specification in the manner specified at Paragraph 10.5 above.
- b) Ensure that the squares are ‘squared off’ to facilitate the alignment of wickets and to ensure the true square prior to any wicket preparation work
- c) Ensure that the entire surface area of the squares are rolled, using a roller of an appropriate type and of a weight in the range of 250kg to 350kg to achieve a level, even and evenly compacted playing surface (for guidance; approximately 30 minutes rolling per wicket).

- d) Subsequently, and immediately prior to the start of the season, ensure that the entire surface area of the square is rolled, using a roller of an appropriate type and of a weight in the range of 1000-1500 kg to achieve a level, even and evenly compacted surface with no visible depressions at the edge of the roller (for guidance; approximately 90 minutes rolling per wicket)

10.8.3 Immediately after the end of the playing season the Contractor shall commence his end of season programme of renovations that shall include:

- a) Mowing the entire cricket square to the height specified for the playing season at Paragraph 3.10.3 of the Specification and in the manner detailed at Paragraph 10.5 of the Specification.
- b) Scarify the whole playing surface to a minimum depth of 3 mm, using an appropriate mechanical scarifier, sufficiently often as is necessary to remove all thatch and paying particular attention to the creation of a seed bed at all worn areas of the square
- c) When ground conditions are suitable, and by no later than January, spike the entire surface area using an appropriate mechanically operated spiker, The main renovation works, including seeding shall not be delayed waiting for suitable aeration conditions so aeration operations can be carried out later in the winter when ground conditions are suitable.
- d) Supply and apply sufficient quantities of screened 'Surrey Loam' (see Appendix 9) to produce a true level across the entire surface, luting the loam into tined holes as required.
- e) Supply and apply appropriate grass seed mixture (see Appendix 9) at the appropriate rate, across the entire surface of the square and, in particular to the prepared worn areas.
- f) Supply and spread an appropriate autumn fertilizer (see Appendix 9) across the entire square in accordance with the manufacturers instructions
- g) Provide and erect adequate protective fencing of the type and in the manner described at Paragraph 3.23 of the Specification around the entire renovated square and subsequently maintain the fence in good and sound condition throughout the entire non playing season. Immediately prior to the start of the next playing season the contractor shall dismantle the fencing, plug and over seed the fence post holes and make good the ground on/under the entire fence line

10.8.4 Throughout the year or occasionally as required the Contractor shall -

- a) Ensure that the square is mown to the particular height according to the season specified at Paragraph 3.10.3 of the Specification and in the manner described at Paragraph 10.5 of the Specification.
- b) Supply and apply fertiliser and other chemical treatments in accordance with the Specification and Appendix 9 and the rates specified by the manufacturer. Generally applications will be undertaken at the times specified in Appendix 9, but the Authorised Officer may, at his discretion, issue instructions for the

appropriate treatments either more or less frequently than those outlined in Appendix 9.

- c) Drag brush the entire surface area of each cricket square each morning during the period of morning dews (generally between September and May) to remove dew and spread wormcasts. Drag brushing will be carried out as early as practicable each day and after frost has melted (when frost is present on the surface) and prior to any mowing operation. Drag brushing shall not take place at any time whilst frost is present on the surface of the cricket square.

10.9 CRICKET WICKETS

10.9.1 The Contractor is required to carry out the following work in respect of each pre-booked wicket:

- a) Select the wicket area to be used on the square, ensuring a true square and correct wicket alignment.
- b) Mow grass on the selected wicket to a height of 10mm, using only a type of boxed cylinder mower, approved by the Authorised Officer. Mowing the wicket shall be accomplished by two overlaying passes of the mower across the entire wicket width. Each second pass of the mower shall be made in the same direction.
- c) Brush the entire wicket area using an approved and appropriate brush with short, stiff bristles, and collect, remove and dispose of all arisings.
- d) Mow the wicket as required in 10.9.1 (b) above, with the mower set to achieve a grass height of 3mm-5mm.
- e) As required repeat brushing and mowing operations to achieve the required standard of wicket (10.9.1 c) and d))
- e) Roll the wicket lengthwise using an approved roller in the weight range 250-350 kg, making overlaying passes of the roller, across the entire wicket width; each second pass of the roller shall be made in the same direction.
- f) Using a true marking frame, approved by the Authorised Officer, mark out the wicket, the width of line not to exceed 25mm, using approved wet line marking materials. The wicket markings shall be made in accordance with the rules of crickets governing body.
- g) Make appropriate stump holes using a template, of a type approved by the Authorised Officer, according to the rules of crickets governing body.
- h) Each wicket may be used for successive matches, with the agreement of the Authorised Officer. Prior to each successive match, the Contractor is required to carry out any of these works necessary to produce wickets to the standard required including as necessary, the application to worn areas of an approved specified Nottingham 'Marl' sufficient to achieve a uniform surface level together with watering and rolling.

- i) Mark the appropriate outfield boundary set at 50 metres from the crease, using line-marking materials, approved by the Authorised Officer. The Authorised Officer may require alternative measurements on occasion and he shall notify the Contractor accordingly.

10.9.2 The Contractor's attention is drawn to Appendix 18 which provides detailed Performance Quality Standards tables for cricket squares, cricket wickets and cricket outfields. The tables indicate maintenance and management regimes for each area, in three categories; basic, standard and high. The Council's requirement is that all of the cricket facilities be maintained to the "standard" category as a minimum with the intention that all should be brought into the "high" category during the Contract Period. The Contractor's Method Statement should clearly indicate how he will achieve these goals.

10.10 ARTIFICIAL CRICKET WICKETS

10.10.1 Prior to the commencement of the cricket season the following operations shall be undertaken by the Contractor:

- a) The mat shall be power washed using an appropriate machine and clean water only to remove any stubborn areas of dirt and stain.
- b) The securing pins shall be checked and replaced, if required, using appropriate replacements
- c) The mat shall be treated with an approved herbicide to within 75mm of the edges of the mat. The Contractor shall ensure that no one walks on/across the mat until the entire surface is dry.
- d) The grass immediately adjacent to the wicket shall be mown to a width of 3 metres from the wicket. This shall be achieved by use of an approved, boxed cylinder mower and shall be carried out immediately prior to the mowing of the main, adjacent grass area. This provision is to reduce/remove the risk of damage, by the Contractor, to the artificial surface. The height of cut required is that specified for cricket squares, in season, at Paragraph 3.10.3 of the Specification.

10.10.2 During the cricket season the following operations shall be undertaken by the Contractor:

- a) Once a week the wicket shall be swept to remove all debris. Sweeping shall be in two directions, the last being against the lie of the pile.
- b) Once a week the wicket and securing pins shall be inspected and any pins found to be missing or loose shall be replaced, or re-secured.
- c) The grass surround of the wicket shall be maintained in accordance with the provisions set out above at 10.10.1(d).
- d) The crease and boundary shall be marked as indicated in Paragraph 10.9.1(f) using only approved marking compounds
- e) The Contractor shall immediately notify the Authorised Officer of any instances of vandalism or damage which occur to the wicket.

- f) The Contractor shall be held responsible for the entire cost of all replacements and repairs required to the playing surface as the result of his employees' negligence, acts or omissions in carrying out the maintenance of these artificial wickets.
- g) The Contractor shall at no time allow any machine or vehicle to be driven across the wickets, nor shall he allow any vehicle or machine to approach so close to a wicket that the edges of the mat or sun-surface or base of the wicket are, or could be damaged.
- h) The Contractor should note that all artificial surfaces are kept free of weeds at all times, using manual methods except where otherwise authorised by the Authorised Officer. After weeding the Contractor shall carry out all necessary operations to ensure a true and even surface across the pitch.

10.11 CRICKET PRACTICE NETS

- 10.11.1 The Contractor's duties are set out in the Sports Pitch Booking Service, section 4.1.1 and 4.10.1 to 3. The Contractor shall ensure that cricket practice nets are available and in good and safe condition, and as a minimum, throughout the entire cricket season
- 10.11.2 Throughout the playing season or any further extended period of use the Contractor shall ensure that the grass areas immediately adjacent to the practice nets are mown and maintained to a maximum 15mm height.
- 10.11.3 As appropriate the wickets shall be maintained as indicated for artificial wickets.

10.12 BOWLING GREENS

- 10.12.1 The Contractor's duties in respect of the provision, regular inspection, maintenance and replacement of sports equipment including bowling green rink markers etc are set out in the Sports Pitch Booking Service section (paragraph 4.10.1 to 4.10.3) and all shall be carried out in accordance with the rules and guidance of the sports governing body, the English Bowls Association (EBA)
- 10.12.2 The Contractor shall note that the numbers of bowling greens to be maintained may be reduced, or all may be removed entirely, prior to the Commencement Date.
- 10.12.3 Prior to the start of the playing season, the Contractor shall undertake the following tasks:
 - a) roll the entire surface area of the green to achieve a level and even surface, using a roller of a type and weight approved by the Authorised Officer on at least two separate occasions, no less than 10 days apart, during April. Each operation to be carried out in alternate directions.
 - b) Set out the duckboards or other ditch protectors and the rink markers and rink strings
- 10.12.4 During the immediate pre-season period the Contractor shall gradually adjust his mowing regimes so as to bring the height of grass cut to the required specification immediately prior to the notified start of the season.

- 10.12.5 During the playing season the Contractor shall:
- 10.12.6 Ensure that the greens are mown at all times to the grass heights for the playing season specified at Paragraph 3.10.3 of the Specification and in the manner specified at Paragraph 10.5.
- 10.12.7 Move the rink marking strings, and the rink markers, daily, across the green as directed and turn the marked rinks through 90 degrees on one day of each week.
- 10.12.8 At 10 day intervals thatch removal operations to the entire surface area of the grass using a mechanical scarifier (with thatch removal reel fitted) of a type approved by the Authorised Officer. On each occasion the direction of thatch removal shall be at 90 degrees to the direction of the previous scarify operation. Routine scarification should be carried out immediately prior to a routine mowing operation on the green.
- 10.12.9 At four week intervals aerate the entire surface area of the green using a mechanical aerator fitted with appropriate 'knife' tines, the machine and tines to be of types approved by the Authorised Officer. Any surface disturbance caused by this operation shall be remedied immediately after the operation and before any subsequent mowing operation.
- 10.12.10 The Contractor shall ensure that a level and even playing surface is maintained throughout the year for each green by rolling as appropriate and by repairing and levelling any surface damage (however such damage occurs) using suitable top dressing materials containing grass seeds approved for use on bowling greens.
- 10.12.11 At the completion of the playing season, the Contractor shall undertake the full renovation of the grassed playing surfaces and immediate surrounds, to be completed within three weeks of the end of the playing season and to include:
- 10.12.12 Removal, inspection, repair or replacement of all equipment and subsequent storage
- 10.12.13 Mowing to maintain the specified grass height for the playing season immediately followed scarifying the entire surface area of the green, using an approved mechanical scarifier comprising at least three passes of the machine over the entire surface, each pass being in a different direction to the previous pass. During this operation particular attention shall be paid to badly worn areas ensuring that a suitable seedbed is created.
- 10.12.14 Spiking the entire surface area of the green using an approved mechanical spiker using either hollow tine or solid tine spiking as specified by the Authorised Officer. In the case of hollow tine spiking, the Contractor shall ensure that all cores arising are completely removed by sweeping from the playing surfaces before subsequent operations are performed. Each pass of the spiker shall be immediately adjacent to the previous pass to ensure total cover over the entire surface area. Spiking using approved hand tools, with hollow or solid tines to match the main operation, will be required at the headlands of the green. The Contractor shall collect, remove and dispose of all arisings immediately after completion of spiking
- 10.12.15 supply and sow approved grass seed mixtures (see Appendix 9) across the entire surface area paying particular attention to worn areas and the playing ends at rates agreed with the Authorised Officer

- 10.12.16 supply and apply an approved pre seeding fertiliser (see Appendix 9) across the entire surface area at rates agreed with the Authorised Officer
- 10.12.17 supply and apply an approved top dressing medium (see Appendix 9) across the entire surface area at a rate agreed with by the Authorised Officer. Such top dressing to be thoroughly and evenly worked into the green surface and all tined holes (both solid tine and hollow tine) by means of appropriate lutes.
- 10.12.18 supply and apply an approved grass seed mixture (see Appendix 9) across the entire surface area at rates agreed with the Authorised Officer.
- 10.12.19 Ensure that an even, level finished surface is established across the entire surface by means of a suitable pedestrian drag mat worked across the entire surface area.
- 10.12.20 Throughout the year or occasionally as required the Contractor shall -
- a) Ensure that the bowling green is mown to the particular height according to the season specified at Paragraph 3.10.3 of the Specification and in the manner described at Paragraph 10.5 of the Specification.
 - b) Supply and apply fertiliser and other chemical treatments in accordance with the Specification and Appendix 9 and the rates specified by the manufacturer. Generally applications will be undertaken at the times specified in Appendix 9, but the Authorised Officer may, at his discretion, issue instructions for the appropriate treatments either more or less frequently than those outlined in Appendix 9.
 - c) Drag brush the entire surface area of each bowling green each morning during the period of morning dews (generally between September and May) to remove dew and spread wormcasts. Drag brushing will be carried out as early as practicable each day and after frost has melted (when frost is present on the surface) and prior to any mowing operation. Drag brushing shall not take place at any time whilst frost is present on the surface of the bowling green.
- 10.12.20 EXTRA RENOVATION
- 10.12.21 The Contractor should be aware that from time to time turves of appropriate quality may be required to achieve full and satisfactory end of season renovations. The Contractor shall rely on his knowledge and experience of fine turf maintenance to the extent that his detailed rates for the routine maintenance and renovation of bowling greens shall be deemed to include provision for such turving as and when required. In cases where the Contractor uses turves to repair/renovate edges to a green he shall first attach suitable boards to the green edge to create a retainer for the turves to be laid. He shall ensure the removal of such boards once the turves have rooted into position.
- 10.12.22 Throughout the year, or as required the Contractor shall:
- a) Ensure that the bowling greens are mown to the heights specified at Paragraph 3.10.3 of the Specification and in the manner specified at Paragraph 10.5 of the Specification.

- b) Supply and apply approved fertilisers and other chemical treatments as necessary to maintain the required standards. The Contractor shall be guided by the information provided at Appendix 9. The Authorised Officer may, from time to time require appropriate treatments be carried out either more or less frequently-
- c) Drag brush the entire surface area of each bowling green daily, in the early morning, to remove dew and spread worm casts. This task must be carried out when dew is present on the surface but NOT if frost is present on the surface (most frequently required between May and September).
- d) Ensure that each bowling green is irrigated sufficiently and sufficiently often to ensure that optimum playing and growing conditions are maintained at all times. The Contractor shall be responsible for the efficient and effective operation of the automatic “pop up” irrigation systems where these are provided. The Contractor shall ensure that these systems are operating correctly at all times and shall immediately report any problem to the Authorised Officer, for his attention. Notwithstanding the availability or not of these systems the Contractor shall ensure that he has suitable and sufficient resources and equipment to effectively irrigate the greens sufficiently to maintain the required standards throughout the year. Any damage or defect caused to the systems, by the Contractor’s acts or omissions shall be rectified entirely at the Contractor’s expense.

10.12.23 The Contractor shall ensure that the automatic irrigation systems, where provided, are fully drained down during the winter months, and prior to the onset of frosts to ensure that the systems are not damaged. The Contractor shall re-commission the systems prior to the start of the playing season and once the risk of frost has passed

10.13 GRASSED SPORTS PITCHES (EXCEPT CRICKET SQUARES AND BOWLING GREENS) – ROUTINE MAINTENANCE THROUGHOUT THE YEAR

10.13.1 During the specified playing season the Contractor shall:

- a) Aerate sports pitches using an approved tractor-mounted machine, to achieve a penetration into the surface of not less than 150mm and not more than 350mm. The operation shall be carried out as frequently as is necessary to maintain a free draining playing surface and healthy root growth – at least once per month during the period October to March, with not less than 5 days between operations.
- b) Harrow sports pitches using an approved tractor drawn flexible chain harrows as frequently as is necessary during the playing season to maintain an even and free draining playing surface.
- c) Spike specified areas of sports pitches by hand, by use of digging fork inserted to a depth of 100mm and at 250mm intervals.

10.13.2 At the end of the Playing Season the Contractor shall carry out the following tasks:

- a) Immediately after the end of the playing season the Contractor shall inspect all of the sports pitches and prepare a detailed programme setting out his proposed renovation operations, to include details of the materials, equipment and plant that he proposes to use and a timetable for the works which, subject to weather

conditions, are to be completed within 3 weeks of the end of the playing season. The Contractor shall provide the Authorised Officer with a copy of his detailed programme and shall not proceed with his proposed works until the Authorised Officer has confirmed his agreement or questioned the Contractor's proposals. The Authorised Officer shall respond to the Contractor's proposed programme within three days of receipt. Renovation works shall comprise the following tasks:

- b) The cultivation of all areas, requiring reseeded, to a depth of 120mm using approved tractor mounted or other mechanical cultivation equipment
- c) supply and apply approved granular pre-seeding fertiliser (see Appendix 9) in accordance with the manufacturer's instructions
- d) supply and apply an approved grass seed mixture (see Appendix 9) to all badly worn and substantially bare areas of the pitch
- e) supply, apply, and spread by means of appropriate rakes or lutes sufficient quantities of an approved topsoil to infill all low areas and to provide a true and even playing surface
- f) supply and apply an approved grass seed mixture (see Appendix 9) across the entire playing surface at manufacturer's rates followed by the light rolling of the entire area to incorporate the seed into the soil.
- g) the Contractor shall ensure that he has arrangements in place to sufficiently and sufficiently often irrigate, and as necessary overseed, the renovated areas so as to ensure the full and vigorous establishment of the entire grass playing surfaces.

10.14 WINTER SPORTS PITCHES – SPECIFIC MAINTENANCE

- 10.14.1 Aerate specified sports pitches using an approved tractor mounted earth breaker or earth quake machine to achieve a penetration into the surface of not less than 210mm and no more than 350mm. The operation which shall be carried out at least twice during the period October to March shall form part of the Contractor's schedule for aeration of the sports pitches (10.13.1 a) above)
- 10.14.2 Supply, spread, and rake or lute level sufficient quantities of approved sand across the entire surface area, or specified parts of the surface area of a sports pitch to fill surface irregularities etc and to achieve an even depth of sand of not less than 5mm across the entire treated area.
- 10.14.3 During the playing season, generally September to March, supply and apply by means of an approved disc seeder, at approx 45 grams per square metre, an appropriate and approved grass seed mixture (see Appendix 9) across the entire surface area of each pitch. This application will usually be required twice per pitch (winter and early spring) during the playing season.
- 10.14.4 Supply and apply approved fertilisers and chemical treatments (see Appendix 9) in appropriate conditions and as often as required to maintain a healthy and vigorous grass sward across the entire playing surface. In the case of chemical treatments the Contractor shall take account of the detailed requirements set out in paragraph 2.6.1 of the Specification.

10.15 RED-GRA ARTIFICIAL SPORTS SURFACES

10.15.1 The Contractor shall mark out Red-gra surfaces in accordance with his programme of use and in the manner described in paragraph 10.4.

10.15.2 At regular intervals throughout the year, at not less than 10 days and not more than 15 days frequency, the Contractor shall scarify, drag brush, lute level and roll the entire surface area using appropriate and approved equipment to remove all surface irregularities and to produce a true, level and firm playing surface. These operations shall not take place when the playing surface is either frosted or excessively wet.

10.15.3 At all times throughout the year the Contractor shall keep the entire surface area free of weed growth by either manual methods or by the application of approved chemicals. Where necessary such weed control/removal shall be followed immediately by the routine maintenance operations described at 10.15.2 to ensure that the integrity of the playing surface is maintained. Chemical control shall be carried out strictly in accordance with Paragraph 2.6.1 of the Specification.

10.15.4 At least once a year, generally in either the Spring or Autumn the Contractor shall fully renovate the entire surface area. The entire area shall be broken and de-compacted to a depth of 12mm using suitable approved equipment. Large debris which arises as a result of this operation shall be either firmed back into the sub base of where that is not possible collected up, removed from the site and disposed of. The Contractor shall then supply and spread a quantity of an approved redgra material sufficient to re-establish the required levels and he shall incorporate this new material thoroughly and evenly into the existing broken surface. The entire surface area shall then be treated, by the Contractor, as described at Paragraph 10.15.2 of the Specification to recreate the specified even, level and firm, playing surface.

10.16 MANEGE/SAND ARENA (TOOTING COMMON) - ROUTINE MAINTENANCE

10.16.1 The Contractor shall be responsible for the routine maintenance of the Manege on Tooting Common. Originally provided for horse riders the area is now used by members of the public operating radio controlled model vehicles.

10.16.2 The contractor shall ensure that the entire area is maintained in such a way as to provide an even/level surface free of weeds and debris at all times. Routine operations, which shall be carried out as frequently as is necessary to maintain the required standard, shall include; raking levelling and, as required decompacting, using appropriate tools and machinery. The contractor shall also supply and spread sufficient quantities of an approved sand to maintain the surface levels at all times.

10.16.3 The Contractor shall note that there is an artificial membrane between the sand surface and the sub layer and that he shall be entirely responsible for the costs of repairs or replacements arising from his acts or omissions.

10.17 TEMPORARY RUNNING TRACKS

10.17.1 The Contractor shall provide temporary running tracks in response to bookings made, by him, for sports events. The Contractor shall seek the Authorised Officer's agreement to locations proposed for such tracks prior to confirming any bookings. The Contractor

shall ensure that the lines are clearly visible for each subsequent booking of the facility. These running tracks are generally (but not exclusively) required during the school summer term (from Easter to mid/late July). Generally such tracks shall be one of four types:

- a) 100 metre straight track, of 8 lanes marked off at 25 metre intervals
- b) 100 metre straight track, of 4 lanes marked off at 25 metre intervals
- c) 200 metre oval track, of 6 lanes, together with a 100 metre straight track incorporated into the oval
- d) 400 metre oval track, of 6 lanes, together with 100 metres straight track incorporated into the oval

10.18 ATHLETICS ARENAS

10.18.1 In addition to the routine mowing of the grass areas at the Athletics Arenas on Tooting Common and in Battersea Park the Contractor shall undertake other routine maintenance tasks, listed below:

- a) ensure that the central grass areas at both Tooting and Battersea are inspected regularly to identify surface indentations, generally caused by field event activities, and that such irregularities are filled and levelled using an appropriate top soil/sand mix to ensure the maintenance of an even and safe surface
- b) the regular sweeping, by means of a mechanical sweeper of a weight, size and type to be approved by the Authorised Officer, of the high grade synthetic surfaces of the running tracks and associated jumping areas/run ups at both arenas. The Authorised Officer shall also specify the type and construction of brushes to be used and the height and ground pressure at which they will be used. Sweeping operations are to be undertaken at a minimum once every four weeks. The costs of rectifying any damage caused to the surfaces and immediate surrounds by the Contractors acts, omissions or negligence shall be met, in full by the Contractor.
- c) the marking and regular overmarking of the following facilities on the central grass area at the Tooting Bec track during the period April to September:
 - i) 80 metre straight track, of 6 lanes marked off at 20 metre intervals
 - ii) arcs, set at 10 metre intervals within the javelin, discus and hammer throwing areas
 - iii) arcs, set at 1 metre intervals within the shot putt area
 - iv) the boundaries of the throwing areas ii) and iii) above are marked by tapes provided and installed by others

11 HARD SURFACES: CHEMICAL WEED CONTROL

- 11.1 The requirement is that the Contractor shall keep all hard surfaced areas substantially free of weeds at all times. All chemical applications shall be made in accordance with the detailed requirements set out in Paragraph 2.6 of the Specification and the procedures set out by the Contractor in his approved Method Statement.
- 11.2 The Contractors Method Statements in respect of cleansing and sweeping operations will demonstrate that his cleansing and sweeping programmes will maintain all hard surfaced areas in reasonably weed free conditions thereby reducing the need for specific manual or chemical weed control operations.

12 SELF-BINDING GRAVEL PATHS AND SURFACES

- 12.1 The Contractor shall undertake the operations detailed below, as frequently as is required to maintain all self binding gravel paths and surfaces, level, even, and free of ruts and standing water and in a condition suitable for the passage of wheelchairs and pushchairs. Surface material that has been displaced onto the surrounding area shall be collected and returned into the path surface where appropriate.
- 12.2 The Contractor shall fill voids and depressions to maintain the surface to the original profile using either Breedon Golden Amber or Goonvean White self binding gravels as is appropriate to the surface being repaired. All laying of material, repairs and filling of potholes is to be carried out in accordance with the suppliers instructions for laying of such material. The details of the appropriate suppliers are shown in Appendix 9.
- 12.3 Loose areas and paths shall be levelled and rolled as frequently as is required to maintain firm, even and level surfaces.
- 12.3 Litter picking, leaf collection and weed control to be as specified elsewhere in the Specification, except that weeds shall not be pulled out of the surface but shall be removed using a water based herbicide or by a form heat treatment (burner or hot air). Litter and leaves shall not be removed by use of metal tined rakes or stiff, hard bristled brushes. NOTE: provision for pricing this requirement is included in Bill of Quantities No. 1 (Horticultural Maintenance Duties)
- 12.4 The Contractor shall comply with its Method Statement as to how it will provide all of the service requirements set out in this Section 12 of the Specification.

13 EVENT PREPARATION AND STAGING

13.1 GENERAL

- 13.1.1 In addition to the horticultural maintenance, cleaning and attending duties required under this Contract the Contractor is required to provide labour and plant and certain of the materials necessary to undertake the specified operations in respect of the preparation for and the staging of a number of public events. These requirements extend also to the dismantling of the works, after the event, the full clearance of the event site and, as required, all ground renovation arising from the event. The Contractor shall note that the Council's full time Events Manager is the Authorised Officer's Authorised Officer responsible for the planning, preparation and staging of the major public events. The Contractor shall liaise closely with the Events Manager at all times in respect of the duties required in respect of these events. In particular there is the Council's annual fireworks event at Battersea Park which is held on the Saturday nearest to 5 November.
- 13.1.2 The Contractor will see from the detailed specification that his duties in respect of this event do not extend to the provision, setting up, or firing of the fireworks.
- 13.1.3 In addition to the fireworks event there are a number of other events held in the Borough's parks and open spaces and in particular Battersea Park, which the Council's Events Section is responsible for commissioning, organising and ensuring that post event remedial works (as required) are carried out promptly. The Contractor will be advised of the annual programme at the start of each year, such programme to be updated from time to time throughout the year, and shall be expected to undertake all reasonable measures to ensure there is no conflict between the general maintenance duties required under this Contract and the events set out in the Events Programme. The foregoing applies particularly, but not exclusively, to the Contractor's duties in respect of grass cutting and litter clearance, and in some cases temporarily takes certain sports pitches out of use. Details of the areas and pitches likely to be affected are provided in Appendix 8 and the Contractor shall have accounted for these requirements when pricing the Sports Booking Service (see paragraphs 4.1.4 and 4.1.5 of the Specification).
- 13.1.4 The exact dates of the events together with the outline of all requirements will be notified to the Contractor by the Authorised Officer each year providing the Contractor with sufficient time to make his preparations.
- 13.1.5 In the case of the firework event the preparation works shall generally start on site three to five days before the event date and site clearance shall be completed by the end of the third day following the event. Notwithstanding the latter, there shall be certain specified items that shall be cleared from the site immediately after the event and the remainder shall be cleared from the site on the day immediately following the event. In the case of each of the firework event the renovations (turving) to the site of the bonfire shall be completed within seven working days after the event date. In the cases of all the events the time allowed to the Contractor for works on the site, are absolute.
- 13.1.6 From time to time the Authorised Officer may require the Contractor to assist with the staging of other events in the Borough. In such circumstances the Authorised Officer will calculate the sum due to the Contractor on the basis of his rates provided in the Bills of Quantities for similar works and on the basis of his rates provided in the Schedule of Rates.

- 13.1.7 All the events locations are predominantly grass areas with the particular exception of the British Genius (Events) site at Battersea Park. This hard surfaced site hosts a busy programme of high profile events. The Contractor shall ensure that all of his operations, in respect of events are carried out in such ways as to safeguard the ground ensuring that minimum damage is caused. When weather or ground conditions require it the Authorised Officer may instruct the Contractor to reduce, or altogether cease, his use of vehicles on a site. Under no circumstances shall any materials be stored within the canopy spread of trees, to avoid compaction of root systems. The Contractor shall have prepared contingency plans sufficient to continue his duties in such circumstances and he shall have taken these requirements into account when pricing the Bills of Quantities.
- 13.1.8 In the case of all events duties the Contractor shall note that the routine maintenance tasks and maintenance schedules required by the Contract and detailed elsewhere in the Specification shall continue to apply. The Authorised Officer, at his discretion, may instruct the Contractor to vary some or all of these operations, in any way whatsoever so as to facilitate the staging of the event and to safeguard the grounds. In particular it is likely that variations to grass cutting schedules will be required to specified areas the general effect being that frequencies of mowing may reduce, for a short period, and finished grass heights may be raised.
- 13.1.9 The Contractor shall note that there are many of the duties, required in respect of events, that are subject to rigorous inspection to ensure public safety at all times. The Contractor shall ensure that all of his operations are carried out in strict accordance with all detailed instructions and directions issued by the Authorised Officer taking full account of all appropriate legislative requirements. The Contractor shall note that many of the tasks required of him, are subject to inspection by the Council's Chief Building Control Officer and the Council's Head of Environmental Services. Such inspections may take place at any time during construction works. The Contractor's duties in respect of such works will only be considered to be completed once the finished works are approved by these officers. Notwithstanding instructions issued by the Authorised Officer, the Contractor shall comply with any instruction (issued by any authorised safety representative) to cease work on a particular task.
- 13.1.10 . The Contractor shall, when pricing these events, fully complete all of the Bills of Quantities in respect of all of the events. In cases where the same tasks are shown for some or all of the events, notwithstanding that the quantities of task required may vary, the Contractor shall quote the same unit price for each event.

13.2 METHOD OF OPERATION - GENERAL

- 13.2.1 At a time to be agreed in advance of each of the events the Contractor shall provide to the Authorised Officer his detailed programme of works. This programme shall contain details of the resources, schedules and methods of operation to be employed by the Contractor in the performance of these Services and shall take full account of the outline requirements and timetable already provided to him by the Authorised Officer. When deciding his programme and his detailed resources, and when pricing the Bills of Quantities the Contractor shall at all times take account of the overriding requirements that all works are carried out in such ways as to ensure and safeguard the safety of all persons, whether staff or members of the public both throughout preparation and clearance and throughout the duration of the particular event. Operations in progress and facilities whether in the process of construction or constructed which do not in the opinion of the Authorised Officer or any authorised safety representative meet these

safety requirements shall be halted, removed or adjusted as instructed by the Authorised Officer and rectified at the Contractor's own expense. The Contractor's programme shall be subject to the approval of the Authorised Officer and once approved by him shall be observed by the Contractor for the duration of the works. The Contractor should note that the programme once approved shall be used to programme the activities and duties of other contractors and suppliers working on the event site.

13.2.2 Notwithstanding the agreed programme the Authorised Officer shall from time to time issue additional instructions to carry out extra works, or to vary the agreed works in whatever way is necessary. The Contractor shall undertake all such instructions, as issued, and the instructions shall form part of the programme. Due to the nature of the works required the Authorised Officer will where possible seek to agree the programming of all tasks with the Contractor. The Authorised Officer reserves the right to direct and require the Contractor to perform particular tasks in a specific manner and at a time specified by him. The Contractor shall take this into account when pricing the items in the Bills of Quantities and he shall further take into account the overriding requirement that all tasks required in the support of these events shall be fully completed by the due time of the start of the event or any such other time as may be specified by the Authorised Officer. For all practical purposes the completion time for the preparation works for the fireworks event shall be not later than one hour before dusk on the actual day of the event. For all other events the completion time is the end of the working day immediately preceding the event.

13.2.3 If, in the opinion of the Authorised Officer, the Contractor's programmed work falls behind to the extent that the Authorised Officer considers that works will not be completed on time the Authorised Officer retains the right to employ other staff as he may select to ensure full completion on time. The Contractor shall meet in full any expenses so incurred by the Authorised Officer notwithstanding any defaults and financial deductions that might also have been applied.

13.2.4 The Contractor shall be aware that site layouts are liable to vary from year to year, and similarly the facilities required within the event area are liable to vary both in positioning and extent. Experience demonstrates that such variations have over recent years been of a fairly minor nature having very little effect, if any, on the actual work input required.

13.3 SPECIFIC OPERATION AND REQUIREMENTS

13.3.1 On receipt of the Authorised Officer's specific instruction and his approval of the Contractor's work programme the Contractor shall commence works on the particular site on the date stated.

13.3.2 In the case of all events, the Contractor shall continue with all of his routine scheduled maintenance tasks on and around the site except where these are precluded by event works, facilities, etc.

13.3.3 In the particular case of the Contractor's routine mowing programmes this will have the effect of reducing the areas of grass to be cut on the specific sites, for a limited period. During such periods the Authorised Officer shall continue to authorise payments in respect of the normal levels of work required at these specified sites except for any deductions he may confirm by way of defaults in cases where the Contractor fails to observe the general Contract Specification requirements. From time to time during that

period the Authorised Officer may require the Contractor to mow specified areas of grass within or around any of the temporary facilities or enclosures erected on the site. The Contractor shall carry out all such mowing operations in the manner specified by the Authorised Officer at no additional cost to the Council. In the case of all sites where the Contractor is required, by this Contract, to carry out specified grass-cutting operations he shall reinstate his full mowing programme as soon as it is possible after the event and he shall promptly return all grass areas to the required specification at no additional cost to the Council.

13.4 SITE LAYOUT AND MARKING OUT

13.4.1 The Contractor shall mark out the event site, as instructed by the Authorised Officer, in accordance with the detailed requirements set out in Paragraph 10.4 of the Specification. Due to the nature of the tasks the Contractor may from time to time be required to mark out specific items using paint, whether applied by brush or as an aerosol, of types approved by the Authorised Officer. Such methods shall generally be required when marking in such items as individual site numbers and similar. The paints, as required, shall be provided by the Contractor at his own expense and he shall have accounted for this when pricing the Bills of Quantities.

13.4.2 All marking out shall be carried out by the Contractor in strict accordance with the Authorised Officer's detailed site plans and generally under the direct supervision of the Authorised Officer's appointed representative. Markings are set out on the event site to denote the positioning of facilities such as protective fence lines, arena boundaries, the sites for marquees, caravans, displays, stalls, trade stands, stages and similar, all being facilities particular to the staging of the event. Outline details of markings required will be provided with the Authorised Officer's initial instructions but the Contractor shall note that additions and variations will arise throughout the entire event preparation period.

13.4.3 Such amendments shall be notified to the Contractor as soon as is practicably possible. To achieve the overriding requirements that all required markings are set out in time for the arrival, or the erection of the particular facility, the Contractor should expect to have to carry out marking operations at any time during the event preparation period. The requirement for line marking in respect of the firework event, is restricted generally to the marking of the lines of the fences to be erected around the bonfire and fireworks areas together with marks to indicate the sites for site caravans and mobile caterers. Line marking for the firework event shall be started and completed on the first working day on the site.

13.5 FENCING

13.5.1 Fencing of various types is required to greater or lesser extents in respect of the fireworks event.

13.5.2 The fencing requirements for the fireworks event generally extend to the fencing of the safety areas around the bonfire and the fireworks display at. In all cases these safety areas will be achieved by double rows of fencing erected by the Contractor in strict accordance with the Authorised Officer's detailed instructions.

13.5.3 Appendix 8 gives the indicative lengths of fencing required. There may in addition be other fencing requirements at this event to enclose small areas, particularly safety areas

or similar. Detailed requirements will be provided by the Authorised Officer in advance of the event. With few exceptions all fence lines shall be set out on grass areas. Fencing shall be achieved by any or all of the following methods:

GALVANISED STEEL BARRIERS

- 13.5.4 The Council uses two types of galvanised steel barriers: heavyweight crowd control (police) barriers and lightweight crowd control barriers. The former are 1.5 metres long by 1.0 metres high, able to be interlinked, and the latter are 2'6 metres long by 1m high; able to be interlinked. These barriers are the property of the Council and the Authorised Officer shall make available to the Contractor sufficient numbers of the types required for the specific event. Generally these barriers and associated metal securing stakes are stored at Battersea Park although some may be stored at other locations within the Borough.
- 13.5.5 Following receipt, by the Contractor, of the Authorised Officer's detailed instruction the Contractor shall carry out the following tasks:
- a) Collect the required numbers of the specified barriers and metal securing stakes from the specified storage areas
 - b) Deliver the barriers and stakes to the event site and set these out in accordance with the Authorised Officer's detailed instruction
 - c) Notwithstanding that these barriers interlink the Contractor shall secure the barriers, at specified intervals, to steel stakes, provided by the Authorised Officer and collected, transported and driven securely into the ground by the Contractor. Barriers shall be secured to the stakes by use of wire or similar ties, to be provided by the Contractor. The Contractor shall ensure that the ties are secured in such a way that the wire ends are not exposed and do not create a hazard, to members of the public, staff and participants
 - d) After the completion of the event the Contractor shall dismantle all of the barrier fencing, retrieving and disposing of all the securing ties and loading and transporting all of the stakes and barriers. The Contractor shall return all of the stakes and barriers to the storage areas specified by the Authorised Officer.
- 13.5.6 The event information provided at Appendix 8 gives an indication of the quantities of barriers generally required at each event.

SITE SECURITY FENCING

- 13.5.7 This fencing is made up of individual panels, each panel being 3.5 metres long and 2.0 metres high, constructed of either galvanised weld mesh materials or solid galvanised steel panels attached to tubular galvanised steel frames. This fencing is hired in from specialist suppliers as the need arises.
- 13.5.8 When used, sufficient quantities of the fencing panels and the securing blocks will be delivered to the event site by the supplier as required by the Authorised Officer.

- 13.5.9 Following receipt, by the Contractor, of the Authorised Officer's detailed instruction the Contractor shall carry out the following tasks:
- a) At the time and place specified by the Authorised Officer provide staff to unload the fencing and blocks delivered by the supplier
 - b) Set out the fencing panels and blocks on site in accordance with the Authorised Officer's detailed instruction
 - c) Erect the fencing as instructed, securing each panel to the next and ensuring that the fencing is constructed in accordance with the manufacturer's instructions. Notwithstanding that these fence panels interlink the Contractor shall secure the constructed fence line as instructed by the Authorised Officer. Securing the fence line shall be by means of steel pins, provided by the Authorised Officer, driven firmly into the ground by the Contractor at the spacing and in the manner specified by the Authorised Officer. The steel pins, provided by the Authorised Officer, shall be collected from their storage locations and delivered to the site by the Contractor. Where necessary the fence panels shall be secured to each other, and to the steel pins by means of wire ties or similar provided by the Contractor. The Contractor shall ensure that the ties are secured in such a way that the wire ends are not exposed and do not create a hazard to members of the public, participants and staff.
 - d) After the completion of the event the Contractor shall dismantle all of the security fencing, retrieving and disposing of all of the securing ties. He shall collect up all of the steel pins and return these to the storage location specified by the Authorised Officer. He shall collect together all of the fence panels and securing blocks at a place on the show site specified by the Authorised Officer, and he shall at a time specified by the Authorised Officer provide staff to load all panels and blocks to the suppliers vehicles
 - e) The Contractor shall ensure that care is taken when handling these fence panels and blocks to ensure that no damage or losses are suffered. The Contractor shall be liable to pay all costs incurred by the Authorised Officer in cases where fence panels or associated equipment are lost or damaged as a result of the Contractor's acts or omissions.

OTHER METHODS OF ENCLOSURE

- 13.5.10 The Contractor shall define specified areas by means of rope and pin enclosures. Such requirements are in particular for defining the boundaries to the public safety areas.
- 13.5.11 On receipt of the Authorised Officer instruction the Contractor shall collect sufficient rope and steel pins, provided by the Authorised Officer, from the specified storage areas. He shall deliver this equipment to the site and set out the pins and drive them firmly into the ground at the places and in the manner specified by the Authorised Officer. Dependant on the precise need for such 'fencing' the Contractor may be required to fix the rope to the pins at the time of placing the pins or he may be required to fix the rope to the pins at a later time. The Contractor should also note that in all cases both the rope and pins to set out shall be removed from the event site immediately after the end of the event, on the same day and returned to safe storage.

13.5.12 The Contractor shall be required, in most cases, to leave access gaps in fence lines when fences are erected. These gaps shall subsequently be closed up by the Contractor, prior to the event day and on receipt of the Authorised Officers instruction. The Contractor shall have taken this into account when pricing the relevant items in the Bills of Quantities.

13.5.13 The Contractor shall take account of all of the above requirements when pricing the relevant items in the Bill of Quantities.

13.6 TEMPORARY STRUCTURES

13.6.1 The Council owns eight (8) 5m x 5m Garden Cottage marquees and 4 lightweight pop-up Gazebos; 2 of 3metres by 3 metres and 2 of 4.5 metres by 3 metres (all with removeable side panels) which are used on event sites. In the main these are stored at Battersea Park.

13.6.2 Following receipt by the Contractor, of the Authorised Officer's detailed instruction the Contractor shall carry out the following tasks.

- a) Collect the required number of marquees and/or Gazebos from the specified storage area
- b) Deliver the marquees and/or Gazebos to the event site and set these out in accordance with the Authorised Officer's detailed instruction
- c) The Contractor shall erect the marquees and/or Gazebos in accordance with the manufacturer's instructions, provided by the Authorised Officer and ensure that they are secured by pins driven into the ground
- d) After completion of the event the Contractor shall dismantle all the marquees and/or Gazebos in accordance with the manufacturer's instructions, retrieving all the component parts. The Contractor shall return all of the marquees and/or Marquees to the storage area specified by the Authorised Officer.

13.6.3 The event information provided in Appendix 8 gives an indication of the quantities of marquees and/or Gazebos generally required at each event.

13.7 EMERGENCY LIGHTING

13.7.1 In the case of the fireworks events in particular, the Contractor shall be required to collect emergency lighting from locations specified by the Authorised Officer and deliver this equipment to the event site to the precise location specified by the Authorised Officer. This emergency lighting equipment is portable, some requiring transport on a vehicle and some to be towed by a vehicle.

13.7.2 Immediately after the completion of the event this equipment shall be returned, by the Contractor, to the specified storage areas.

13.8 COLLECTION, DELIVERY AND SETTING OUT OF VARIOUS EQUIPMENT

- 13.8.1 In addition to the specific requirements detailed elsewhere in this section the Contractor shall collect, transport, deliver and set out on site sundry equipment as specified by the Authorised Officer.
- 13.8.2 Generally such equipment shall be collected from various storage locations within the Borough boundary. Set out below is a list of typical items requiring collection and delivery. The Contractor should note that this list is not exhaustive:
- a) Tables (trestle and stacking types)
 - b) Chairs (folding and stacking types)
 - c) Signs and other advertising material, banners, etc
 - d) Baled straw and hay
 - d) Display boards and associated equipment.
- 13.8.3 Once delivered to the event site the Contractor shall offload and distribute the equipment as instructed by the Authorised Officer. Some equipment will be taken directly to the location intended for its use whilst other equipment, particularly tables and chairs may first be taken to a designated storage area on site. In the case of the stored equipment the Contractor will on receipt of the Authorised Officer's instruction distribute such equipment to specific locations around the event site.
- 13.8.4 After the completion of the event the Contractor shall collect up all of the equipment previously delivered by him and he shall return all equipment to the locations specified by the Authorised Officer. During collection of this equipment the Contractor shall record the numbers of all items collected so that losses, if any, may be assessed.
- 13.8.5 The Contractor must note that certain items of equipment are to be cleared from the event site immediately after the completion of the event, on the day of the event and returned to secure storage areas specified by the Authorised Officer.
- 13.9 EVENT SITE SIGNS
- 13.9.1 On receipt of the Authorised Officer's specific instructions the Contractor shall collect various event site signs from specified storage areas, deliver these to the event site and set them out in full accordance with the Authorised Officer's detailed requirements.
- 13.9.2 The signs are both advisory signs and signs providing information to the public. Some are fixed directly to structures on the event site' such as 'Emergency Exit' and 'No Smoking' signs' and some are fixed to posts or scaffold provided by the Authorised Officer and erected by the Contractor. In all cases the Contractor shall supply the means of fixing the signs, such as suitable wire or cord. Where signs are fixed by wires the Contractor shall ensure that wire ends are not exposed and do not create a hazard to members of the public, participants and staff.
- 13.9.3 After the completion of the event the Contractor shall retrieve all of the signs so placed together with all of the posts, scaffold, etc, used and return these to the specified storage areas. He shall also retrieve all ties used and dispose of these.

13.10 FIREWORKS EVENT, BONFIRE CONSTRUCTION

- 13.10.1 The Contractor shall construct the bonfire at Battersea Park at the location and in the manner specified by the Authorised Officer. The Contractor shall provide all of the materials to be used in the construction and all materials used shall be subject to the Authorised Officer's prior approval. Generally the use of condemned and damaged pallets or other, waste prepared timber is preferred. The Contractor is entirely responsible for locating the materials and the subsequent transport of these to the event site.
- 13.10.2 The Contractor shall take all appropriate precautions to ensure that potentially dangerous materials are not deposited on the bonfire, such materials to include glass, brick and other non timber building materials, metal of any sort, plastics and rubber.
- 13.10.3 Bonfire construction shall generally commence two days before the actual event day in accordance with the Authorised Officers specific instruction. The bonfire shall be inspected regularly during construction and faults or omissions found shall be rectified immediately by the Contractor at his own expense. The bonfire shall be constructed so that, during burning, the fire shall collapse inwards towards the centre of the fire. Fire lighting points, specified by the Authorised Officer, shall be built into the bonfire during construction. The Contractor shall provide suitable approved materials for use at these lighting points.
- 13.10.4 Once bonfire construction has commenced the Authorised Officer shall arrange for a security presence, generally by the Council's Parks Police, at the site out of normal working hours. During this construction period the Contractor shall ensure that he has a presence on site at all other times.

13.11 EVENT DAY, PROVISION OF LABOUR

- 13.11.1 On the event day the Contractor shall provide a team of staff as specified by the Authorised Officer to carry out various tasks in support of the event. The requirements for the event are as follows:

FIREWORKS EVENT – Battersea Park

- 13.11.2 The Contractor shall provide a team a team of sixteen staff one of whom shall be a supervisor.
- 13.11.3 This team shall generally be required between the hours of 7.00 am and 10.00 pm. However, the Authorised Officer reserves the right to amend these requirements should circumstances require it.
- 13.11.4 In the event that the Contractor has completed all of his event preparation duties prior to 3.00 pm on the day of the event he shall ensure that two members of his staff are present on site to guard the bonfire from 8.00 am until 4.00 pm.
- 13.11.5 The supervisor will liaise directly with the Authorised Officer's appointed site manager and the staff team will work directly under the site manager's instructions.
- 13.11.6 The main duties of this team will be the patrolling of the safety areas at the fireworks and bonfire locations, ensuring at all times the security of the safety fencing. Staff will

ensure that the safety areas are attended throughout the duration of the event and will assist with ensuring that no one other than authorised members of staff enters the safety areas.

- 13.11.7 All staff will be briefed, prior to the event. The Contractor shall ensure that all staff detailed to the event are aware of fire fighting techniques and are conversant with Health and Safety legislation.
- 13.11.8 The Contractor shall ensure that his staff detailed to the event are provided with appropriate safety equipment in particular safety helmets, high visibility vests.
- 13.11.9 The Contractor shall further ensure that all his staff detailed to the event wear the safety equipment so provided.
- 13.11.10 The Contractor shall note that his staff are not to enter the fireworks safety area unless expressly authorised to do so by the Authorised Officer's site manager.

BLIND BOWLERS COMPETITION, KING GEORGE'S PARK

- 13.11.11 The Contractor shall provide sufficient staff and transport to collect, transport, deliver, set out and erect, dismantle and return the equipment required for this event. Information as to the equipment used in 2011 is provided at Appendix 8. For guidance these duties have in the past been carried out by three/four staff (with two vehicles) collecting the equipment on the Friday before the event, delivering and setting out the equipment on the Saturday morning (completion by 10.00 hrs) and returning to the site at 19.00 hrs to dismantle and return all to the designated stores.

GENERAL

- 13.11.12 The Contractor shall provide sufficient staff and transport to collect, transport, deliver, set out and erect, dismantle and return the equipment required for the following events: the annual Remembrance Day Service, Armed Forces Day, and Pagoda Anniversary, all in Battersea Parks, and the Arts Festival Weekend held in Wandsworth Park. Guidance on the equipment requirements is provided in Appendix 8.
- 13.11.13 Notwithstanding the start and finish times indicated above the Authorised Officer may amend these requirements and in the case of finish times the Contractor shall ensure that none of his staff leave any site until authorised to do so by the Authorised Officer's appointed site manager.
- 13.11.14 The Contractor shall also ensure that all of the required and detailed staff remain on site and available for duty throughout the duration of each event.

13.12 SITE CLEARANCE AND GROUND RENOVATION

- 13.12.1 Details are given elsewhere in this section about the general requirement to clear all litter and other debris, materials, equipment, etc, from events sites after the completion of the event. Details are also provided elsewhere in this section about the time available to effect this clearance and site renovation.

- 13.12.2 Immediately after the clearance of the site the Contractor shall undertake all basic renovation tasks required to promptly return the site to good condition. In the case of all events the basic renovation will comprise the levelling of minor rutting and wheel tracks, harrowing of the site together with basic reseeding and, where necessary, watering. In the case of the fireworks event the requirements also include the clearance of all debris from the bonfire site and the cultivation and subsequent turfing of the entire burnt area. This particular work is to be carried out in full accordance with the requirements of paragraphs 3.20 and 3.22 of the Specification. Temporary protective fencing, if required by the Authorised Officer, to be provided and erected in accordance with paragraph 3.23 of the Specification.
- 13.12.3 In cases where weather or ground conditions during the preceding period have been such that the ground is excessively damaged due to event activities the Authorised Officer shall determine the extent of renovations required and shall issue specific, appropriate instructions to the Contractor, taking account of detailed rates for renovation works provided by the Contractor in the Bill of Quantities.

- 14 CEMETERIES – Grave and Burial Related Duties
- 14.1 All aspects of the routine grounds and horticultural maintenance of the cemeteries are covered in the appropriate Sections of the Specification. The following paragraphs deal with matters directly related to burials, graves and associated duties/requirements. The overriding requirement in respect of these specific duties is that the time specified for the completion of the particular works is absolute – late completion shall be deemed to be a serious and significant failure by the Contractor who shall be entirely responsible for the full settlement of all and any claims that might arise as a result of his acts, omissions or negligence
- 14.1.1 In respect of burial attendance duties the Contractor shall ensure that he has available at all times sufficient numbers of sufficiently qualified and skilled staff to assist the Council’s own Burial Attendance Officers and carry out the duties specified in paragraphs 14.2.1 to 14.2.20 as may be required by the Authorised Officer at each or any of the Council’s cemeteries. The Contractor shall be aware that burial attendance duties shall often be required at more than one of the cemeteries simultaneously.
- 14.2 BURIAL ATTENDANCE DUTIES
- 14.2.1 The Council in its capacity as the burial authority for the borough’s five cemeteries requires the Contractor to act on it’s behalf and provide staff for burial attendance duties assisting the Funeral Director, the Clergy and the bereaved for both chapel duties and graveside services. The detailed requirements in respect of these services are set out in the following paragraphs 14.2.1 to 14.2.20
- 14.2.2 Following a funeral booking with the Cemeteries Office, details are transferred onto an ‘Order to Prepare a Grave’ Notice (“The Notice”). The Notice provides all details of the grave due for preparation and will be provided to the Contractor with sufficient notice in advance of the date for the funeral.
- 14.2.3 The Notice will specify the time by which preparation of the grave shall be completed and the date and time of the funeral. The Contractor shall be required to confirm, by signature, his acceptance of each Notice and shall retain the Top (White) copy.
- 14.2.4 The Yellow and Pink copies shall be retained by the Registrar at the Putney Vale Cemetery office.
- 14.2.5 The Green copy shall be held by the Burial Attendance Officer (BAO) as the ‘working copy’. Immediately after the funeral has taken place the BAO shall, as appropriate, record any comments about the funeral, sign this copy and return it to the contractor who in turn shall return it to the Registrar at Putney Vale by no later than 2 days after the funeral.
- 14.2.6 On receipt of the White (top) copy the contractor shall first establish that the grave’s location is correctly identified. The allocated grave number and name of the deceased will be checked by a Council officer and cross referenced with the grave register. The BAO will liaise with the Authorised Officer to establish/confirm the details of each grave that requires attending duties.

- 14.2.7 Following the allocation of a grave, the grave will be pegged or marked with spray paint by the Authorised Officer. The grave number will be clearly marked on the grave to ensure that the Contractor prepares the correct grave.
- 14.2.8 From time to time the Registrar/Authorised Officer may need to change details on the Notice. The Registrar/Authorised Officer will prepare and issue an Amendment Notice detailing the relevant changes. The Contractor shall, by signature, confirm his receipt of an Amendment Notice and ensure that the BAO has a copy of said notice to be used by him when inspecting graves.
- 14.2.9 By no later than 12 noon on the day immediately prior to a burial the BAO shall complete a checklist (Appendix 23) to confirm that the grave has been completed as instructed or, as appropriate to record any problems that have arisen or any divergence from the detailed instruction. Examples of problems that might be encountered are the inability to dig a grave to the specified depth due to ground conditions, flooding etc. The completed checklist shall be returned to the Registrar/Authorised Officer by no later than 14.00 hours on the day before the funeral and shall be retained by him on the files at the Putney Vale office.
- 14.2.10 The Contractor shall maintain a log of all graves inspected, such log to be updated daily by the BAO and to be available to the Registrar/Authorised Officer on demand.
- 14.2.11 On the day of the funeral the BAO shall arrive at the Cemetery no later than forty five minutes before the appointed time of the funeral to ensure that the grave is in good order and that it is correctly dressed for the funeral in accordance with the grave digging specification and, where necessary that the chapel is ready to receive the funeral cortege.
- 14.2.12 The BAO will meet the Funeral Director at the entrance to the Cemetery where he shall ensure that the details on the Notice held by him exactly correspond with the details held by the Funeral Director on the Funeral Director's Certificate of Burial (the green, disposal form) in particular to confirm the name of the deceased for burial. The BAO shall take the Certificate of Burial from the Funeral Director and subsequently return it to the Registrar/Authorised Officer
- 14.2.13 Once the Funeral Director has confirmed that everyone associated with the funeral is present the BAO shall lead the funeral cortege to either the chapel (in the case of a chapel service) or directly to the graveside (direct to grave)
- 14.2.14 Direct to grave: On arrival at the graveside the BAO officer shall ensure that the name on the coffin nameplate exactly corresponds with the name on the Notice and on the Certificate of Burial. In the event of any discrepancy being found the Burial Attendance Officer shall immediately contact the Registrar for further advice and shall require the Funeral Director to delay the proceedings until that advice is received.
- 14.2.15 During the burial service the BAO shall stand at the head of the grave next to the minister and shall remain there during the service before the coffin is laid to rest in the grave. On occasion the minister may require the BAO to sprinkle dry earth on top of the coffin at the time of the committal and the Contractor shall provide a suitable vessel for this purpose.

- 14.2.16 Chapel services: When a funeral service is to be conducted in the cemetery chapel prior to the burial the BAO shall lead the cortege and mourners to and into the chapel. Once the service is completed the BAO shall lead the cortege and mourners to the graveside and proceed in accordance with paragraphs 14.1.12 and 14.1 13
- 14.2.17 Prior to meeting the Funeral Director and the cortege at the cemetery gates the BAO shall unlock the chapel and check that it is clean and tidy and ready to accept the funeral. The BAO shall light the candles and liaise with the Funeral Director and the minister to obtain any specific requirements for the service.
- 14.2.18 The BAO shall take the pieces of music to be played during the service from the Funeral Director (or the family) and shall first check to see that the music can be played on the chapel PA system. The BAO shall cue the pieces of music ready to play during the service and, in liaison with the minister, shall ensure that all is played at the appropriate time and in the correct order.
- 14.2.19 At the end of the service the BAO shall extinguish the candles, ensure all personal items have been collected, and lock and secure the chapel before leading the cortege to the grave.
- 14.2.20 Funeral Attire: The Contractor shall provide the Burial Attendance Officer/s with all appropriate clothing as listed below:
- a. Black suit
 - b. Black Tie
 - c. White shirt /blouse
 - d. Black Shoes
 - e. Black Overcoat

The Contractor shall ensure that he has appropriate arrangements in place, including as appropriate regular cleaning and replacement, to ensure that this clothing is kept clean, smart and in good repair at all times.

14.3 GRAVE DIGGING

- 14.3.1 Grave digging is an extremely important part of the service. It is essential that the Contractor is satisfied that he fully understands the nature of the requirements for grave digging as set out in the following paragraphs. The Contractor shall ensure that he has available at all times sufficient numbers of sufficiently qualified and skilled staff to carry out the grave digging duties specified in paragraphs 14.3.2 to 14.8.6 at each and any of the Council's cemeteries and shall be aware that grave digging duties shall frequently be required at more than one of the cemeteries simultaneously. The Contractor shall be deemed to have accounted for all of the requirements set out in the "Grave Digging" paragraphs (14.3.2 to 14.8.6) when pricing the individual grave digging tasks in Bill of Quantity No. 9.
- 14.3.2 The Contractor shall be required to undertake works relating to the interment of bodies. In carrying out such work the Contractor and his staff shall exhibit a caring attitude showing respect to both mourners and staff employed by Funeral Directors and the Council, the Authorised Officer and visitors to the cemetery or burial ground.

- 14.3.3 The Contractor shall employ a sufficient number of staff throughout the Contract Period who have successfully completed the Cemeteries Operatives Training Scheme (COTS) course in Health and Safety and the Burial Process, see Condition 15 of the Contract. The Contractor shall maintain an absolute minimum of two members of staff with this qualification throughout the Contract Period.
- 14.3.4 There are a number of further COTS courses available relating to grave digging services that include manager's awareness, excavator operation and advanced ground support. The Contractor will be expected to explore these opportunities with a view to include this in their staff training programme.
- 14.3.5 Grave digging comprises the digging of graves, re-opening existing graves and back filling, to a depth of up to 2.9 metres (9' 6"), to a length of up to 2.4 metres (8'), and up to a width of 1.06 metres (3' 6"). Grave digging includes the digging of deeper graves to accommodate caskets; the required maximum depth for such graves is 3.5 metres (11' 6"), with intermediate depths of 3 metres (9'), 2 metres (6' 6"), and 1.37 metres (4' 6"). Grave digging also includes the interment of cremated remains, and topping up and re-levelling of graves after burials and exhumations. The Authorised Officer may require new graves to be excavated either by hand or machine. The re-opening of existing graves shall be by hand methods and tools only.
- 14.3.6 All cemetery grave digging functions shall be undertaken using methods in accordance with the Specification and in receipt of the Authorised Officer's written instructions. Grave digging duties shall be carried out irrespective of the ground and/or weather conditions, the height of grass or any other abnormal situation.
- 14.3.7 In addition to the following grave digging specification the Contractor must be familiar with and adhere to the Institute of Cemeteries and Crematorium (ICCM) Code of Safe Working Practice whilst working in the borough's cemeteries.
- 14.3.8 On receipt of an instruction from the Authorised Officer, the Contractor shall excavate each grave to the specified requirements in accordance with the written instruction. The Contractor shall visit the Cemetery and Crematorium Office at Putney Vale Cemetery on at least two occasions daily to collect the Authorised Officer's written instructions and other relevant information regarding the Contract. The Contractor shall sign for all written instructions so collected. The Contractor shall be required to complete all grave excavations by a specified time, generally by 12 noon on the day before the funeral is to take place (this period being reduced to one (1) hour in the case of an emergency). In carrying out this work the Contractor shall ensure that all of the following requirements are met:
- 14.3.9 Prior to carrying out any excavation the Contractor shall provide and deliver to the site sufficient lengths of timber for shoring as may be necessary and in addition shall supply and place in position staging boards to accept soil from the excavation. Alternatively hydraulic shoring may be used following approval from the Authorised Officer and in accordance with the Manufacturers guidelines and Safety instructions.
- 14.3.10 The timber for shoring shall be a minimum of 23 cm (9") width x 6.3 cm (2½") thickness x lengths of 2.2 metres (7' 6"), 2.4 metres (8') or 2.7 metres (9') bolted and braced at each end to avoid splitting.

- 14.3.11 Grass matting of a sufficient size shall be provided by the Contractor to cover the walking boards and soil heap and to drop a minimum of 1.2 metres (4') into the grave. A separate grass mat of no less than 2.2 metres (7'6") long and 0.75 metres (2'6") wide shall also be provided as a coffin mat.
- 14.3.12 Lowering webs, supplied by the Contractor, shall be a minimum of 7.6cm (3") wide and of sufficient length to loop to the bottom of a 2.9 metres (9'6") grave and shall have 1.8 metres (6') extra length on each end. For children's coffins the lowering webs supplied by the Contractor shall be 2.5 cm (1") wide and white in colour.
- 14.3.13 A 2.7 metres (9') digging ladder shall be supplied by the Contractor and shall be used in the grave at all times while a member of staff is in the grave.
- 14.3.14 All materials used in the preparation of the grave shall be of sound quality and appearance. The Authorised Officer reserves the right to refuse any item that is not of satisfactory standard.
- 14.3.15 Prior to carrying out any excavation, turf removal, or similar operation the Contractor shall place boards to accept spoil in a position approved by the Authorised Officer. If mechanical digging is to take place suitable boards and planks shall be laid so as to ensure that no part of the machine other than the digging shovel shall come into contact with or cause damage to the ground.
- 14.3.16 Memorials adjacent to the excavation site shall be protected during excavation and where appropriate a soil box constructed.
- 14.3.17 In the event of there being insufficient space adjacent to the grave to accommodate spoil the Contractor shall remove spoil to a suitable alternative position within the cemetery or burial ground as agreed by the Authorised Officer.
- 14.3.18 Before carrying out any excavation the Contractor shall examine adjacent memorials to ensure that they are in a safe condition and that there is no danger of them collapsing into the grave being prepared. In the event of any memorial being considered unsafe the Contractor shall immediately inform the Authorised Officer who will visit the grave and decide the appropriate course of action. Further reference to Memorial Safety is included elsewhere in this Specification.
- 14.3.19 In a situation where a memorial is to be removed prior to the grave being dug the Contractor shall, in conjunction with the Authorised Officer follow the procedures in Appendix 15 for the removal of memorials. The Contractor shall record any existing damage or defects to the memorial/s prior to removal and provide the Authorised Officer with a copy of the record.
- 14.3.20 The Contractor is entirely responsible for the safety of his staff during grave digging activities. The Contractor shall carry out an initial risk assessment before the excavation takes place. The Authorised Officer shall be notified immediately of any memorial/s that need to be removed prior to the excavation of an adjacent grave where it is considered that there is a risk that the memorial could subside into the grave being prepared. Upon agreement of the Authorised Officer that the memorial requires moving the Contractor shall be responsible for its safe removal and its replacement immediately after the graveside service has finished and the mourners have left the area.

- 14.3.21 Having first identified the correct position for the grave the Contractor shall cut and lift turfs from the grave site covering the area of turf corresponding to the final size of the grave to be dug. The turfs shall be of a regular size, shape and thickness between 15mm to 25mm. After cutting the turf shall be taken to a storage area within the burial ground where the Contractor will maintain it prior to it's being re-laid at a later date (see paragraph 15.1.35). It is envisaged that the maintenance required will involve watering during periods of drought. Alternatively the Contractor may dispose of the lifted turf and provide other/new turf at the appropriate time (paragraph 15.1.35). All turf provided by the Contractor shall be free of weeds and made up of grass of equal quality to the native turf.
- 14.3.22 The Authorised Officer reserves the right to refuse to accept any turf that he considers to be below standard and the Contractor may as a result be required to lift and replace any substandard material.
- 14.3.23 Having removed turf the Contractor shall excavate the grave in accordance with the dimensions specified by the Authorised Officer. In carrying out this work the Contractor shall take steps to ensure that no adjoining or underlying remains are disturbed during the excavation. The Contractor shall ensure that the grave is adequately shored using appropriate tools, equipment and materials supplied by him for the purpose. Having completed the excavation the grave shall be shaped to produce a regular and uniform opening.
- 14.3.24 Throughout the excavation of the grave, the Contractor shall ensure that two members of his staff are in attendance: one to act as Banks man to assist as required in the event of any accident.
- 14.3.25 Having completed the excavation, the entire grave opening is to be covered with boards provided by the Contractor, to remove any element of danger to persons entering the cemetery or burial ground. This task shall be undertaken on each and every occasion where a grave is to be left open and unattended.
- 14.3.26 Prior to the arrival of the cortege the following tasks shall be undertaken, the grave being fully prepared no less than 1 hour prior to the arrival of the cortege at the cemetery or burial ground.
- a) The grave shall be emptied of any water that has collected in it during or after excavation.
 - b) The base of the grave shall be covered with a layer of wood shavings provided by the Contractor; the layer of shavings shall be of sufficient depth to mask any water that may collect prior to the cortege leaving the site, and the shavings shall be evenly and uniformly distributed over the whole surface of the grave floor.
 - c) The grave surround shall be fitted with a raised platform provided by the Contractor to give a firm footing for the Mourners and Bearers of the Funeral. The platform must consist of two lengths of timber for each side, head and foot of the grave opening. Each length of timber to be at least 23cm (9") wide by 6.3cm (2.5") deep in lengths of 2.2m (7'6"), 2.4m (8'), or 2.7m (9'), bolted and braced to form a platform 1.06m (3'6") wide

- d) The platform and the gravesides shall be draped with grass matting provided by the Contractor. The matting shall be arranged so that the surrounds are covered to an area extending 60cm beyond the edges of the grave. Grass matting shall be pegged as required and shall be neatly and tidily arranged.
- e) Any spoil mound adjacent to the grave shall be completely covered with grass matting, and all storage boards shall be similarly covered.
- f) The area around the grave shall be cleared of any debris or litter, leaving the site in a tidy and respectable condition.
- g) Lowering webs or ropes, provided by the Contractor shall be placed in position - normally 2 or 3 of each, evenly spaced, being required

14.3.27 During the burial, the Contractor shall ensure that two suitably experienced members of his staff are present on the site to provide any assistance that may be required, for instance in event of the collapse of the grave or shoring.

14.3.28 During the burial, staff, together with plant, tools and equipment not directly required for the burial should remain out of sight of mourners and no mechanical operations shall be undertaken within earshot of the mourners.

14.3.29 Immediately after the cortege has left the site, the grave shall be backfilled. During backfilling, care shall be taken to ensure that the coffin is not damaged by the soil being returned to the grave. During the backfilling, spoil shall be trodden down every 30cm. The surface of the grave must be finally mounded to produce a uniform and smooth mound of curved cross section standing 25cm proud of the surrounding surface.

14.3.30 After mounding, floral tributes shall be carried from the laying out area and placed on the grave in a careful and attractive manner. Having completed his tasks associated with the grave, the Contractor shall clear all excess spoil from the area of the grave for storage or disposal as appropriate.

14.3.31 Any memorial, which has been soiled during excavation or backfilling of the grave, shall be immediately and thoroughly cleaned.

14.3.32 All of the duties referred to in the preceding paragraphs are to be completed on the day of the burial.

14.3.33 All webs, grass matting and other equipment provided by the Contractor are to be cleaned and dried where necessary and returned to the Contractor's store, ready for next use.

14.3.34 Fourteen days after the funeral the Contractor shall remove all floral tributes and dispose of these in an appropriate manner

14.3.35 The Contractor shall monitor the settlement of the grave at regular intervals after the funeral and shall top up surface levels as necessary to maintain the original mound profile. In carrying out this work, the Contractor shall remove any floral tributes replacing them on completion of his work. Similarly the Contractor shall clean any memorials soiled during this operation.

- 14.3.36 Twenty-four weeks after the burial, the Contractor shall level the grave adding or removing soil as required. Subsequently, at the appropriate time of year, normally October or March, the Contractor shall cultivate the surface area of the grave to a depth of 15 cm. to produce a fine tilth, rake the surface level and lay turves to match the original/surrounding surface levels. The Contractor shall use either the original turves (subject to their condition) or new turves provided by him for the purpose. The turfing operations shall be carried out and completed in accordance with the detailed specification provided elsewhere in the Contract Specification.
- 14.3.37 From time to time the Authorised Officer will require the Contractor to supply and lay turf on graves in response to requests from the public. All such requirements, generally to be required in either March or October, shall be accompanied by a written instruction and payment made in accordance with the Contractor's Detailed Rates.
- 14.4 INDIVIDUAL PUBLIC BABIES GRAVES
- 14.4.1 Provision is made for these graves within the area designated for common burials at Morden Cemetery. The Contractor shall excavate individual graves on receipt of the Authorised Officer's written instructions and in accordance with the specified requirements (Section 15.1). In carrying out this work the Contractor shall ensure that all of the following requirements are met.
- 14.4.2 The grave will not require any type of shoring as the grave shall be excavated to the following dimensions: Depth 92cm (3'), Length 93cm (3'), Width 61cm (2'). The Contractor shall ensure that soil from the grave excavation is placed on staging boards provided by him and placed adjacent to the grave.
- 14.4.3 Grass matting of a sufficient size shall be provided by the Contractor to cover the soil heap and to drop a minimum of 61cm (2') at the sides of the grave. A separate grass mat no less than 93cm (3') long and 90cm (3') wide shall be provided as a coffin mat.
- 14.4.4 Lowering webs will not be required, as the interment of the remains will be lowered by hand.
- 14.4.5 All materials must be of sound quality and appearance. The Authorised Officer reserves the right to refuse any item, which is not of satisfactory standard.
- 14.4.6 Before carrying out any excavation the Contractor shall examine adjacent memorials to ensure that they are in a safe condition. In the event of any memorial being unsafe the Contractor shall immediately inform the Authorised Officer who must visit the grave to decide upon the course of action needed. Reference to Memorial Safety is referred to in more detail in the specification.
- 14.4.7 In a situation where a memorial is considered for removal prior to the grave being dug then the Contractor, in conjunction with the Authorised Officer must follow the procedures in Appendix 15 for the removal of memorials.
- 14.5 MUSLIM COFFINLESS BURIALS
- 14.5.1 With reference to the hours of work section of the Specification the Contractor should note that the Council provides a 7 day a week same day burial service for Muslim burials that are booked before 10.00hrs. The Contractor shall have taken this, and the detailed

requirements set out in the following paragraphs, into account when preparing his Detailed Rates.

14.5.2 The grave is for a single interment of a body and shall be prepared to the following dimensions: depth 1.3 metres (4' 6"), by length 2.1 metres (7'), by width 0.75 metres (2' 6").

14.5.3 The Contractor shall construct a wooden burial chamber, using materials provided by him, to accommodate the body, which will arrive in a Burial Shroud. The chamber shall be constructed as directed by the Authorised Officer and in accordance with the following dimensions.

Sides of chamber Type of wood - 1.9cm (¾") untreated plywood	Quantity and dimensions: 2 no. 2 metres (6' 10") lengths 2 no. 0.7 metres (2' 4") widths All 1.2 metres (4') in depth
Ledge of burial chamber Type of wood - Planed untreated	Quantity and dimensions: 5.8 metres (19') of 10 cm (4") x 5cm (2") i.e. 2 lengths of 2 metres (6' 10") plus 2 lengths of 0.7 metres (2' 4")
Legs to support ledge Type of wood - planed untreated	Quantity and dimensions: 4.8 metres (16') of 10 cm (4") x 5cm (2") i.e. 6 lengths of 0.8 metres (2' 8")
Cross-supports at bottom of grave Type of wood - planed untreated	Quantity and dimensions: 1.8 metres (6') of 10cm (4") x 5cm (2") i.e. 3 lengths of 0.6metres (2')
Cover for burial chamber Type of wood - 1.9cm (¾") untreated plywood	Quantity and dimensions: 2 metres (6' 10") x 0.7 metres (2' 4") (to fit the chamber as constructed)
Polythene cover	Quantity and dimensions: Length 2.1 metres (7') Width 0.75 metres (2' 6")

14.5.4 The Contractor shall lower the Chamber into the previously dug grave and shall fill all voids between the chamber walls and the grave sides with soil. A layer of wood shavings, sawdust or similar shall be laid in the bottom of the grave. Following the service the Contractor shall cover the chamber and backfill the grave in accordance with the Authorised Officer's instructions.

14.6 COMMON BURIALS

14.6.1 A section of Morden Cemetery is designated for common burials. Within this area and on receipt of the Authorised Officer's instructions the Contractor shall prepare graves for the interment of up to four adults and graves for the interment of up to four children.

14.6.2 Adult Interments – for the first interment the Contractor shall prepare a grave, to a depth of 2.9 metres (9ft 6 ins), excavated by machine, in accordance with the Authorised

Officer's written instruction. After the first, and subsequent interments the grave shall be backfilled in accordance with the general grave digging specification. Each re-opening of the grave after the first interment shall be achieved by hand digging only.

- 14.6.3 Child interments – for the first interment the Contractor shall prepare a grave to a depth of 1.99 metres (6ft 6ins), excavated either by machine or by hand digging according to local conditions, in accordance with the Authorised Officer's written instructions. When preparing for the first interment the Contractor shall install an aluminium shoring and lockable security cover device that the Authorised Officer shall provide, for this purpose, on the Commencement Date. After the first, and subsequent interments the coffin shall be covered with a layer of soil no less than 30cm (12ins) in depth and the lockable security cover shall be locked closed so as to ensure that the grave is not disturbed in anyway before the next interment. Immediately after the fourth/final interment into the grave the aluminium shoring and security cover device shall be removed and returned to storage and the grave shall be fully backfilled in accordance with the general specification.
- 14.6.4 From the Commencement Date the Contractor shall be responsible for the safe keeping, routine maintenance, repair, and, as required replacement of the shoring and security device to ensure that it is available as required. The shoring and security device shall be returned to the Authorised Officer in a good and operational condition at the end of the contract term
- 14.6.5 In all other respects the Contractor must comply with the requirements of the grave digging specification.

14.7 MAUSOLEUM INTERMENTS

- 14.7.1 Above ground burial mausoleums are provided at Putney Vale Cemetery and the Contractor shall be required to carry out duties in accordance with the following specification:
- a) On receipt of and in accordance with the Authorised Officer's written instruction, the Contractor shall ensure that the specified mausoleum chamber and the area around the mausoleum is clean and tidy and clear of all debris prior to an interment.
 - b) Prior to the interment the Contractor shall remove the memorial tablet and the front sealing panel from the specified chamber using an approved platform provided by the Contractor. When removing the tablet and sealing panel the Contractor shall take care to protect the faces of both. The Contractor shall remove both in such a way as to avoid their falling and causing injury or damage.
 - c) Vehicles are not permitted on or around the area of the Mausoleum.
 - d) Members of the public and other persons not directly involved in the operations shall be kept at least 5 metres distant from the operations.
 - e) Two suitably experienced members of staff shall be present during the interment to provide any assistance that may be required.
 - f) All tools and equipment required shall be kept out of sight of the mourners.

- g) Immediately after the cortege has left the site the Contractor shall replace the facing panel, first applying approved mastic to seal the chamber in accordance with the Authorised Officer's instructions, and secure the panel with the fixings provided. The mastic used for sealing the chambers to be provided by the Contractor.
- h) Any mastic residue shall be cleaned from each of the facing panel sides.
- i) Re-fixing of the memorial tablet may or may not be required.
- k) The Contractor shall ensure that the area is left in a clean and tidy condition before leaving the site.

14.8 INTERMENT OF CREMATED REMAINS

- 14.8.1 On receipt of and in accordance with the Authorised Officer's written instructions the Contractor shall prepare sites for the burial of cremated remains which shall either be dug into traditional graves or in areas set aside for the purpose. In either case the works required shall comprise the following:
 - 14.8.2 excavate a plot 45cm (18inches) square and 73cm (29 inches) in depth in the specified location ensuring that the spoil is placed on a spoil board (provided by the Contractor) adjacent to the grave and that any adjacent memorials are not damaged. In the case of interments into traditional graves the turf shall be removed and replaced in accordance with the general burial specification.
 - 14.8.3 ensure that the plot is dry by removal of any water that collects and by covering the base of the plot with wood shavings prior to the interment
 - 14.8.4 If there is insufficient space adjacent to the site for spoil to be stored after excavation, the spoil shall be removed to an alternative site and returned after the interment has taken place.
 - 14.8.5 having completed the excavation, leave the site clean and tidy, and in full accordance with the general requirements for the preparation and presentation of a grave immediately prior to the interment.
 - 14.8.6 immediately following the internment backfill the excavation and fully reinstate the site to leave the surface level and flush with adjacent ground levels and, as appropriate relaying turf.

14.9 EXHUMATIONS

- 14.9.1 From time to time, the Contractor may be required to carry out exhumations. The day and time may fall outside the normal working hours of the cemetery and the Contractor shall take account of this in preparing his Detailed Rates for the task. In preparing for and carrying out an exhumation the Contractor shall be aware of and comply with the following tasks and conditions:
 - 14.9.2 Removal of remains (exhumations) take place in accordance with the conditions of a License issued by the Home Office and/or a faculty issued by the Church of England Authority, and appropriate Instructions issued by the Authorised Officer.

- 14.8.3 Prior to carrying out any excavations, the Contractor shall provide and erect screening of 1.8metres in height all around the excavation site in order to prevent the work being overlooked.
- 14.9.4 Excavations and removal of memorials shall be undertaken in accordance with the provisions of this section.
- 14.9.5 In accordance with the Authorised Officer's instructions, the coffin excavation shall only be undertaken by hand digging. The Contractor shall provide and apply sufficient/copious amounts of disinfectant to the soil throughout the excavation process
- 14.9.6 The depth of the excavation shall be sufficient to allow for the placement of sufficient ropes under and around the coffin to allow it to be lifted from the grave
- 14.9.7 The coffin shall NOT be lifted until the Authorised Officer and any other "officials" as may be required are present at the site
- 14.9.8 In the event of the remains to be exhumed lying beneath other coffins, these coffins shall be removed, covered with sheets provided by the Contractor and placed by the side of the grave within the area protected by screens. Before removing these coffins, the Contractor shall liberally treat them with disinfectant. In removing these coffins, the Contractor shall take sufficient steps to be able to identify the coffin's original position within the grave. The Contractor shall take account of this potential need when determining the size of the screened enclosure.
- 14.9.9 The Contractor, using sufficient labour and/or equipment as may be required will undertake the lifting of any coffin from the grave.
- 14.9.10 The coffin to be exhumed must be cleaned of all excess soil and liberally disinfected before being placed in the container (provided by others). The container must then be packed with charcoal to be supplied by the Contractor and sealed, by others, all surplus soil being removed from the outer surface of the container, the surface being disinfected as directed by the Authorised Officer. The Contractor shall assist in transporting the coffin to the bier or hearse.
- 14.9.11 Having removed the coffin, any other coffins removed from the grave are to be replaced in their correct order with a minimum of 30m (12ins) of consolidated soil between each.
- 14.9.12 The grave is to be made good in accordance with the requirements set out in paragraphs 16.1.28 to 16.1.36.
- 14.9.13 During exhumation, the Contractor shall ensure that all the staff are provided with sufficient and appropriate protective clothing, including masks, goggles and other items as might be appropriate to the tasks being undertaken. After completion of works disposable overalls, gloves and other equipment used during the exhumation shall be placed in sealed plastic bags for disposal by incineration.
- 14.9.14 All sheets, ropes, hand tools and other items of equipment that have been in contact with coffins shall be thoroughly disinfected prior to removal from the site for storage. The Council may wish to apply limits on the times when exhumation may be undertaken and the Contractor shall comply with such limits.

14.10 CONTAGIOUS DISEASES

- 14.10.1 It is likely that during the period of the Contract the Contractor shall be required to prepare graves for victims of contagious diseases. In such cases burial shall proceed in accordance with the normal requirements set out in the Specification, but the following additional procedures shall be complied with:
- 14.10.2 The Contractor shall provide all staff engaged in the interment of remains with appropriate protective clothing which shall include, as a minimum, disposable overalls, protective gloves, face masks and Wellington boots.
- 14.10.3 The grave shall be thoroughly disinfected prior to the arrival of the cortege and the first layer of 15cm of infill material shall be thoroughly disinfected as it is placed in the grave.
- 14.10.4 After burial is completed, all equipment used shall be disinfected prior to removal from the burial site using a 10% solution of a soluble cleaning agent to be supplied by the Contractor.
- 14.10.5 After all work is complete, disposable overalls and gloves shall be placed in sealed plastic bags ready for incineration. Wellington boots and external surfaces of the bag shall be disinfected, as set out above, prior to staff leaving the gravesite.
- 14.10.6 In addition to the requirements relating to Exhumation and Contagious Diseases the Contractor shall be familiar with, and work in accordance with The Health and Safety Executives (HSE) document entitled "Controlling the Risks of Infection at Work from Human Remains" : a guide for those involved in funeral services and those involved in exhumations (www.hsebooks.co.uk). The Contractor's attention is also drawn to the guidance contained in the Institute of Cemetery and Crematorium Management's (ICCM) publication, "The Exhumation Handbook", (Mitchell. P). In particular the reference relating to practical issues and infection hazards from human cadavers.

14.11 CREMATION VAULTS

- 14.11.1 Upon receipt of the Authorised Officer's written instruction the Contractor shall excavate and install cremation vaults within the Garden of Remembrance at Putney Vale Cemetery. The area required to accommodate the cremation vault is approximately 90cm in length, 39cm in width and 40cm in depth. The vault comprises of a lower concrete chamber that is placed in the excavation and a polished granite upper facing. The chamber is laid level in the excavation and the upper facing is fixed to the joints of the chamber using a 3:1 wet mixture of sand and cement, provided by the Contractor. The facing is then grouted around the four upper sides. The Contractor should familiarise themselves with the structure before applying their costs.

14.12 MEMORIAL SAFETY

- 14.12.1 In order to ensure the safety of staff and the public during their duties and visits to cemeteries a formal inspection programme is in place to identify unstable and unsafe memorials.
- 14.12.2 The Contractor shall continue to operate the formal inspection programme that is currently in place in respect of the memorials in the boroughs cemeteries. Appendix 16

provides the detailed requirements of the Memorial Safety Inspection Programme. The Contractor shall include his detailed proposals to achieve the requirements in his Method Statements.

- 14.12.3 As part of the inspection the Contractor shall carry out a risk assessment and classify the risk (detailed in the inspection programme). Attention is drawn to risk categories A and B where the Contractor shall be required to make safe a memorial which is seen as an immediate danger or will need to be made safe no later than 24 hours following the inspection. Where such unsafe memorials are identified on a Friday they shall be made safe on the same day and not left in the unsafe condition over the following weekend.
- 14.12.4 In the case of unsafe memorials found in lawn sections of a cemetery (such memorials are generally sited on a concrete landing) the Contractor shall cut out a section of turf immediately in front of the concrete landing, to a depth of 15cm (6") and to the same dimensions as the base of the memorial. The Contractor shall then lift and place the memorial in the excavation and backfill all voids around the memorial base to ensure the memorial's stability. On completion of the re-siting the Contractor shall clear all spoil and debris from the grave.
- 14.12.5 The Contractor shall record the details of each inspection on the Memorial Inspection Form, Appendix 17, and provide the Authorised Officer with a copy of the record at the end of each day. The Contractor is encouraged to make appropriate provision for the records of these inspections (and other contract operations and information) to be made and held on appropriate electronic devices compatible with any IT system in use by him and by the Authorised Officer,
- 14.12.6 The Contractor shall make safe any memorial found to be unsafe as a result of an inspection and record both his findings and his subsequent actions, including where attention by a memorial stonemason is required.
- 14.12.7 At the Commencement Date the Authorised Officer shall provide the Contractor with a lifting device to facilitate the safe lifting and laying flat of memorials. From the Commencement Date the Contractor shall be responsible for the safe keeping, routine maintenance, to include the regular inspection and replacement of the lifting straps in accordance with published guidance, repair, and, as required replacement of the lifting device. The lifting device shall be returned to the Authorised Officer in a good and operational condition at the end of the contract term. The Contractor shall be responsible for any damage caused to memorials by inappropriate movement of the equipment and shall report any such damage, immediately, to the Authorised Officer.
- 14.12.8 Any memorial that is found to be unsafe, and is not immediately laid flat must be covered with a high visibility safety bag provided by the Contractor and approved by the Authorised Officer. According to circumstances the Contractor may also be required to cordon off the immediate area with road pins and rope or some other means as approved by the Authorised Officer and provided by the Contractor.
- 14.12.9 As part of the inspection the Contractor is required to take a photographs of any memorial that is found to be unsafe, prior to it being laid flat and after it has been safely laid flat within the grave space. The purpose of the photographs is to establish the general condition of the memorial before being laid flat and the Contractor shall include and submit these with memorial safety inspection sheets.

14.12.10 The Contractor shall ensure that he and his staff are fully conversant with all associated Health and Safety and practical issues of memorial safety. The Contractor shall employ a minimum of two members of staff throughout the Contract Period who have successfully completed ICCM “Management of Memorials Inspection Workshop”.

14.13 PUTNEY VALE, FLORAL TERRACE

14.13.1 The Contractor is required to remove and dispose of floral tributes from the floral terrace on the fifth working day after the funeral service (Mon-Fri). Where practical the Contractor should make arrangements for the appropriate recycling of the floral tributes. The Contractor shall ensure that the floral terrace is swept clean and that all arisings are disposed of daily.

14.14 GRAVE MAINTENANCE AGREEMENTS

14.14.1 The Council has entered into maintenance agreements with members of the public for the routine and regular maintenance of certain graves. The Authorised Officer will provide the Contractor with details of the locations and levels of maintenance/types of agreement, of all grave maintenance plots which shall be maintained substantially free from all weed growth at all times throughout the year in accordance with the detailed weeding specification provided elsewhere in the Contract Specification. To achieve the required standards the entire surface of the grave plot shall be cultivated regardless of the presence or non-presence of weeds at each maintenance visit. At each visit on completion of the work the surface of the grave shall be raked level to maintain the visual appearance of the grave plot.

14.14.2 The Council currently offers three levels of grave maintenance service:

- a) Full Floral (including lawn type graves)
- b) Keep Neat and Tidy
- c) Perpetuity Graves

The Authorised Officer shall provide the Contractor with details of the numbers, types and locations of agreements in force at the Commencement Date and shall thereafter update that information at least annually. For information, the number of graves currently maintained are provided in the appropriate Bill of Quantities.

14.14.3 The basic weeding requirements set out in paragraph 16.12.1 shall apply to all three categories. The additional requirements according to category are set out in the following paragraphs:

14.14.4 Full Floral: planting and removal of seasonal bedding plants twice a year; summer bedding to be completed by the end of May and Winter/Spring bedding to be completed by mid October. Unless instructed otherwise 20 plants shall be planted in each grave on each occasion. The planting and ongoing maintenance of seasonal bedding is to be carried out in accordance with the detailed requirements set out elsewhere in the Contract Specification. Where appropriate the regular mowing of grass on the grave plot and a 30cm (1ft) strip around the outer perimeter of the grave plot. The removal and disposal of all debris at every maintenance visit. Subject to the seasonal bedding option included in the Contract the requirement may extend to the Contractor also providing the required bedding plants.

- 14.14.5 Keep Neat and Tidy: regular mowing of the grave plot and a 30cm (1ft) perimeter strip around the outer perimeter of the plot. The removal and disposal of all debris at every maintenance visit.
- 14.14.6 Perpetuity Graves: same as for “Keep Neat and Tidy”
- 14.14.7 All grave maintenance must be carried out in an efficient and caring manner ensuring memorials and headstones are not damaged, de-faced or disturbed.
- 14.14.8 The watering and other detailed requirements are clearly set out in the appropriate section of the overall contract specification
- 14.15 **INSTALLATION OF CONCRETE BEAMS**
- 14.15.1 The Authorised Officer shall from time to time require the Contractor to construct concrete beams to support head stones erected by Monumental Masons within the lawn sections of each cemetery. The Authorised Officer’s written instructions will provide details of the location and lengths of beams required. The following specification is to be followed during installation:
- Remove turf and soil to a depth of 20cm (8 inches) (and a width of 61cm (2’);
 - Supply and install/fix shuttering;
 - Supply and install a 3:1 concrete and sharp sand mix incorporating reinforcing steel rods or tubular mesh in accordance with the Authorised Officer’s instructions;
 - Establish the top surface of the beam to be a true level to receive memorial head stones;
 - Remove shuttering and debris from site and leave site tidy.
- 14.16 **DISPOSAL OF INERT WASTE FROM CEMETERIES**
- 14.16.1 For the purposes of this specification inert waste shall mean all soil, subsoil and non-green waste arising from Putney Vale, Morden, Wandsworth and Battersea Rise Cemeteries relating to grave digging, and other associated activities within the Cemeteries.
- 14.16.2 The Contractor shall include the provision to immediately remove all inert waste relating to grave digging from the grave area following the completion of a grave and subsequently from the cemetery within 24 hours and shall have accounted for the entire cost of these operations in his Detailed Rates. The Council may, at its discretion, allow the storage of inert waste in designated areas within the Cemeteries in preparation for its removal.
- 14.17 **STRIMMING ON GRAVE AREAS**
- 14.17.1 The Contractor shall take extreme care when strimming grass on grave areas to ensure that the works are undertaken in such a way as to avoid damage to memorials, personal items and tree bases and to avoid the risk of injury to staff and visitors to the cemeteries.
- 14.17.2 Mechanical strimmers shall be fitted with nylon cord to prevent any damage to memorials. Particular care shall be taken with mechanical strimmers to avoid spillage of fuel or other contaminants.

14.17.3 The Contractor shall be fully liable for the cost of any repairs or replacement that are required as a result of damage caused by his maintenance operations.

14.17.4 The Contractor shall ensure that grass cuttings and other debris are cleared from memorials and grave surfaces immediately on completion of mowing operations on each occasion. The Contractor shall also ensure that all grass cuttings and other debris are cleared from adjacent path and road surfaces at the same time.

15 ROUTINE, DAILY UNLOCKING AND LOCKING OF SPECIFIED SITES

15.1 The Contractor shall undertake the daily locking and unlocking of Battersea Park, Putney Vale cemetery, Wandsworth cemetery and Battersea Rise cemetery in accordance with the requirements set out in paragraph 15.3 and 15.4 or 15.5 (according to the option approved by the Council for inclusion in the Contract). Tenderers are required to provide prices to carry out the same services at Putney Lower Common cemetery as the Council is considering the possible addition of this site to the daily requirement. If the Council decides to include this additional requirement in the Contract in accordance with Clause 4.2 of the Conditions, the Council shall follow the procedure set out in Schedule 11 (Contract Change Procedure).

15.2 Tenderers were required to provide prices to undertake two alternative levels of service in respect (15.4 or 15.5) of the routine daily unlocking and locking services. The specified locking and unlocking times are set out at 15.3 and the required level of service is set out at 15.4.. In every case, where the Contractor has taken a lease on premises within Battersea Park and/or any of the specified cemeteries and where the Contractor is responsible for the routine opening of public toilets, 7 days a week by the appointed opening time for the particular site, it is assumed that the morning unlocking of the site/s will be carried out by his regular maintenance staff when arriving for work and that the Contractor shall have taken account of this when pricing this requirement. The Contractor shall comply with its Method Statement in relation to providing these services.

15.3 Daily unlocking and locking:

- a. Battersea Park – unlocked no earlier than 06.00 hrs. and no later than 06.30 hrs. daily, seven days a week
- b. Battersea Park – locked no earlier than 23.00hrs. and no later than 23.30 hrs. daily, seven days a week
- c. Cemeteries (3) – unlocked no earlier than 07.30 hrs. and no later than 08.00 hrs. Monday to Saturday (10.00 hrs. Sundays)
- d. Cemeteries (3) – cemetery closing times vary throughout the year, see Appendix 14.
- e. Putney Lower Common cemetery (one gate) – daily unlocking and locking as 15.3 c) and d) above.

15.4 **Option A** – The Contractor shall ensure that he has appropriate arrangements in place to lock all gates, vehicle and pedestrian at each of the specified sites. The Contractor shall have taken account of the physical size and the numbers and locations of the gates at each of the locations and shall ensure that his arrangements take account of the need to ensure that ALL visitors have left the site before locking is completed.

15.5 **Option B** - The Contractor shall ensure that he has appropriate arrangements in place to lock the vehicle gates (leaving pedestrian gates unlocked) at each of the specified sites. The

Contractor arrangements should take account of the physical size and the numbers of gates at each of the locations and ensure, as far as is practicable that all visitors have left the site before locking of the vehicle gates is completed.

16 PARK RANGER/PATROL SERVICE

16.1 The Council may include provision of a Park Ranger/Park Patrol service. This is not included in the Contract as at the Commencement Date. If the Council decides to include these requirements in the Contract in accordance with Clause 4.2 of the Conditions, the Council shall follow the procedure set out in Schedule 11 (Contract Change Procedure). If these elements are added to the Contract in accordance with Clause 4.2 and Schedule 11, the Contract shall carry out the following services set out in paragraph 16.2 below.

16.2 The Contractor shall carry out the following roles/responsibilities as follows:

No.	Role / Responsibility
(a)	Routine patrolling of the Borough's parks and open spaces for a period of 12 hours between 6.00am to 12.00 midnight daily (including bank holidays, Christmas Day etc).
(b)	Provision of a reactive response to incidents in parks & open spaces, reported by staff or members of the public and provision of support to the Council's Events Police and Support Service and other Emergency Services as required.
(c)	Enforcement of all Bye-laws and Dog Control Orders (DCO).
(d)	Enforcement of park regulations (including unauthorised games, pitch booking disputes, checking of event, filming & fishing permits etc).
(e)	Targeted operations to deal with specific issues / offences e.g. cycling, dog offences & antisocial behaviour (ASB).
(f)	Provision of a reactive response to incidents/emergencies across the Borough as part of the Council's overall Emergency Response Plan.
(g)	Provision of a staffed public counter/reception during operational hours, including operation of the electronic/remotely controlled access barrier system that controls vehicle access to the interior of the Park for deliveries, contractors and emergency services.
(h)	Provision of reports and statistics on bye-law prosecutions etc for parks and open spaces.
(i)	Reception and disposal of lost property items found / handed in from parks and open spaces.
(j)	Pan-borough concordat reporting of litter, damage, graffiti, street lighting & other issues related to the Council.
(k)	Provision of stewarding resources in support of the Council's annual programme of events managed by the Events Team / other Council Services e.g. Fireworks Display, in support of the Council's Events Police and Support Service and at no additional cost to the Council or to organisers.
(l)	Provision of stewarding resources in support of community events in parks & open spaces in support of the Council's Events Police and Support Service and at no additional cost to the Council or to organisers.
(m)	Provision of stewarding resources in support of Events and Filming client bookings e.g Chase Corporate Challenge and Christmas Parties. Include the management and monitoring of events contractors/vehicles during build and take down, deployment and retrieval of equipment, cones, signs etc for events, in support of the Council's Events Police and Support Service and at no additional cost to the Council or to organisers.

(n)	Provision of stewarding resources supporting the Council's Events Police and Support Service in their management of Chelsea Flower Show and Decorex car parking at no additional cost to the Council or the organisers.
(o)	Daily locking and unlocking of specified parks, cemeteries and green spaces across the Borough. As required, in support of the normal contract provision, the locking and unlocking of public toilets and other facilities within parks, cemeteries and green spaces at no additional cost to the Council.
(p)	As required, provision of input into individual park & open space management plans and general assistance on creating safer parks.
(q)	As required, provision of responses (relevant to the Park Ranger/Patrol service roles and responsibilities) to service queries and complaints raised by MPs, elected Members and members of the public.
(r)	As required, attendance at Safer Neighbourhood Team (SNT) Ward meetings and other community initiated public meetings e.g. Friends of Battersea Park, Wandsworth & Tooting Common Management Advisory Committees etc
(s)	As required, input to pan-London / Greater London Authority (GLA) / MPA initiatives as required e.g. the Safer Parks Scheme.
(t)	As required, attendance at Ward Report back & other Council initiated public meetings.

Appendix 1

LITTER PICKING STANDARDS AND FREQUENCIES

A) ROUTINE CLEANING SERVICE AT:

Battersea Park	Garratt Park	Garratt Lane Old Burial
King George's Park	Coronation Gardens	Ground
Wandsworth Park	York Gardens	all one o'clock clubs and
Wandsworth Common	Leaders Gardens	activity centres
Tooting Common	Latchmere Rec	

FUNCTION	FREQUENCY				
	Daily	Three times weekly	Once per week	Once every four weeks	Once every eight weeks
Mechanically sweep carriageways (Battersea Park and Wandsworth Park)	X				
Sweep Park entrances, playgrounds , tennis courts, cafeteria areas	X				
Litter pick all, grass, flower beds and shrub areas and lake surrounds (planted and grass)	X				
Empty litter bins, dog bins, and remove bagged rubbish from built facilities within the sites	X				
Sweep footpaths and hard surface areas		X			
Remove domestic Rubbish			X		
Remove bagged rubbish from One O'clock Clubs, Activity Centres, etc		X			
Litter pick Ecology areas			X		
Sweep British Genius Site (events area)			X		

B) ROUTINE CLEANSING SERVICE AT ALL OTHER PARKS, CEMETERIES AND OPEN SPACES LISTED AT SCHEDULE 2 – 3.1

FUNCTION	FREQUENCY
Litter pick all areas	3 times per week
Empty litter bins and dog bins	Daily
Sweep paths and other hard surfaced areas	1 times per week
Sweep playgrounds	Daily
Sweep ball games area	3 times per week

C) Social Services properties - The Cleansing Service requirements at these sites (Schedule 2 - 3.1) are for the Contractor to litter pick all grassed and planted areas and sweep all hard surfaces at each of his scheduled grounds maintenance visits.

- D) Highways sites – in accordance with the Specification for grass cutting the Contractor is required to scavenge all grass areas prior to mowing and clear away all litter and other debris. The Contractor shall also clear litter and other debris from all planted areas at each of his scheduled maintenance visits.

General The Contractors Method Statements shall include details of the cleansing days (per week where the requirement is for less than daily visits and of his programmes to achieve the required standards at all sites.

E) **POND CLEANSING**

Site no	Location	Drain and clear debris, and refill (frequency)	Clear debris from pond perimeter (frequency)
PARKS SERVICE			
1	Tooting Bec Common (2)	X	Daily
2	Wandsworth Common (2)	X	Daily
3	King George's Park	X	Daily
4	Battersea Park Old English Garden	Twice annually	Daily
5	Battersea Park Festival Fountains	Once annually	Daily
6	Battersea Park Lake	X	Daily
CEMETERIES SERVICE			
1	Putney Vale Cemetery - 3 pumps	Four occasions . annually	Daily
		Clean filters monthly.	

F) LEAF CLEARANCE OPTIONS B and C

The specified planted areas (herbaceous, bedding, roses and certain shrubberies) referred to in Paragraphs 8.5.4 and 8.5.5 of the Specification are:

- a) Battersea Park :**
 - i) Winter Garden
 - ii) Old English Garden
 - iii) Sub Tropical Garden planted areas
 - iv) The Rosery rose beds
 - v) all floral bedding areas,
 - vi) all herbaceous areas
 - vii) the surround to the War Memorial
- b) Wandsworth Common:**
 - viii) floral bedding adjacent to childrens play area
 - ix) bowling green surrounds, floral bedding and herbaceous planting
- c) King George's Park:**
 - x) All floral bedding**
 - xi) herbaceous planting between Neville Gill Close and the lake side
- d) Wandsworth Park:**
 - xii) All floral bedding and herbaceous plantings,
- e) Leaders Gardens:**
 - xiii) planted areas adjacent to (south) the café
- f) Coronation Gardens:**
 - xiv) rose beds
- g) Putney Vale Cemetery:**
 - xv) floral bedding around the Floral Terrace
 - xvi) all planted areas within the Gardens of Remembrance
- h) Wandsworth Cemetery**
 - xvii) The surrounds to the War Memorial
- i) Morden Cemetery:**
 - xviii) floral bedding around the chapels
 - xix) Surrounds to War Memorials x2
- j) Battersea Rise Cemetery:**
 - xx) herbaceous planting to the front of the chapels
- k) Christchurch Gardens:**
 - xxi) Rose planted areas.**

Appendix 2

LIST OF BUILDINGS AND FACILITIES FOR GENERAL MAINTENANCE AND CLEANING

Site	Room description	Floor dimensions			wash basins	w.c's.	Numbers of:			External area		
		Area (m2)	Length (m)	Width (m)			urinals	showers communal	cubicles	Area (m2)	Length (m)	Width (m)
BARN ELMS BOAT HOUSE												
Queen Elizabeth Walk	Hall	18	11.2	1.6								
	Changing room 1 (m)	5.4	3.6	1.5								
	Changing room 2 (m)	5.4	3.6	1.5								
	Changing room 3 (m)	5.4	3.6	1.5								
	Changing room 4 (m)	5.4	3.6	1.5								
	Shower room (male)	15.2	5.4	2.8				9				
	Toilets (male)	10.2	3.4	3	3	2	1					
	Staff Room	12	2.9	2.7					1			
			2.1	2								
	Office	8.3	3.3	2.5								
	Changing room 1 (f)											
	Shower Area	0.64	0.8	0.8					1			
	Toilet (female)	1.6	1.9	0.8		1						
	Changing room 2 (f)	27	7.5	3.6								
	Shower Area	13	5.4	2.4				6				
	Toilet (female)	9.4	2.6	3.6	2	2						
	Hall	5.3	3.5	1.5								
	Training tank	54.3										
	Training tank room	85.6										
	Oar store	18.2	5.2	3.5								
Boat store 1	209	20.9	10									
Boat store 2	79	15.2	5.2									
Pathway/veranda o/s										48.7	13.9	
entrance area o/s										816.4	18	7.9

BATTERSEA PARK

Cricket Pavilion Acacia Walk	Reception Area	32.7	6.4	5.1								
	Corridor	4	2.1	1.9								
	Changing room 1	31.5	6.3	5	1	1		4				
	Changing room 2	34.7	6.3	5.5	1	1		4				
	Kitchen	3.8	2.5	1.5	1	1						
	Office	3.4	2	1.7								
	Disabled toilet	3.8	2.5	1.5	1	1			1			
	Referees room	7.2	4.5	1.6	1	1			1			
	Corridor	3.8	2	1.9								
	Changing room 3	34.7	6.3	5.5	1	1		4				
	Changing room 4	31.5	6.3	5	1	1		4				
	Pathway/veranda o/s entrance area o/s									57.1	13.3	1.7
											2.7	2
										4.8	1.8	
										3	2.5	
										7.6	1.7	

FISHPONDS PLAYING FIELD

Hebdon Road	Changing room 1	14.3	5.5	2.6								
	Changing room 2	14.3	5.5	2.6								
	Changing room 3	11.4										
	Changing room 4	11.4										
	Shower area 1	14.9	5.5	2.7				8				
	Shower area 2	11.2						4				
	Corridor	8.7	8.7	1								

FISHPONDS PLAYING FIELD

Hebdon Road	Referee's room	4.7	2.6	1.8	1							
	Referee's toilet	1.1	1.5	0.7		1						
	Toilets	11.5	4.4	2.6	1	2	1					
	Disabled Toilet	3			1	1						

	Hallway	6.8										
	Hard surfaced entrance area o/s										10.4	1.5
										24.9	9.3	1
GARRATT PARK												
Siward Road	Changing room 1	17.7	5.2	3.4	1	1			2			
	Changing room 2	17.7	5.2	3.4	1	1			2			
	Changing room 3	17.7	5.2	3.4	1	1			2			
	Changing room 4	17.7	5.2	3.4	1	1			2			
	Referees room	8.2	4.3	1.9	1	1			2			
	Hard surfaced entrance area o/s										17.8	1.3
										32.1	3	3
ROEHAMTON PLAYING FIELD												
Dover House Road	Refrees room	4.5	3	1.5	1					1		
	Equipment room	6.3	3	2.1								
	Changing room 1 (boys)	6.3	3	2.1								
	Changing room 2 (boys)	6.3	3	2.1								
	Changing room 3 (boys)	6.3	3	2.1								
	Changing room 4 (boys)	6.3	3	2.1								
	Changing room 5 (boys)	6.3	3	2.1								
	Changing room 6 (boys)	6.3	3	2.1								
	Changing room 7 (boys)	6.3	3	2.1								
	Changing room 8 (boys)	6.3	3	2.1								
	Store room	6.3	3	2.1								
	Shower room (boys)	29.1	7	3					6			
				3	2.7							
	Toilets (boys)	17.8	4	3.2	4	2	1					
	Reception Area	52.7	11.2	4.7								
	Kitchen	11.1	4.1	2.7								
	Kitchen store room	2.5	2.5	1								
Toilet	5.4	2.7	2	1	1							
Cleaning store	4.5	3	1.5									
Changing room 1 (girls)	6.3	3	2.1									

Changing room 2 (girls)	6.3	3	2.1								
Changing room 3 (girls)	6.3	3	2.1								
Changing room 4 (girls)	6.3	3	2.1								
Shower room (girls)	14.1	4.7					4				
Toilets (girls)	10.8	3.6	3	3	3						
Corridor (girls)	10.1	10.1	1								
Corridor 1 (boys)	10.3	10.3	1								
Corridor 2 (boys)	13	14	1								
Hard surfaced entrance passage									36	12	3

TOOTING COMMON												
Tooting Bec Road	Changing room 1	14.8										
	Changing room 2	14.8										
	Changing room 3	14.8										
	Changing room 4	14.8										
	Changing room 5	14.8										
	Changing room 6	14.8										
	Changing room 7	14.8										
	Changing room 8	14.8										
	Shower for room 1-2	17.2							6			
	Shower for room 3-4	17.2							6			
	Shower for room 5-6	17.2							6			
	Shower for room 7-8	17.2							6			
	Attendants room	4.7										
	Men's Toilet	27.2				2	3	1				
	Store room	2										
	Disabled Toilet	5.8				1						
	Ladies Toilet	13.2				2	2					
Internal hall	42.4											
Store room 2	2.5											
Disabled toilet 2	5.8											
Boiler room	4											
TOOTING COMMON												
Tooting Bec Road	Store room 2	4										
	Officials room	3.5							1			
	Outside Area	65										
	Toilets area (female)	12.9	5.4	2.4	2	3						
	Toilets area (male)	18.7	7.5	2.5	2	3	1					
WANDSWORTH COMMON												
Channing	Changing room 1	18.2	5.7	3.2	1							
	Changing room 2	15	4.7	3.2	1							

	Changing room 3	13.7	5.7	2.4	1							
	Changing room 4	11.9	4.4	2.7	1							
	Changing room 5	16.4	5.3	3.1	1							
	Changing room 6	16.1	4.6	3.5	1							
	Changing room 7	15.8	4.5	3.5	1							
	Changing room 8	20.3	5.8	3.5	1							
	Changing room 9	18.6	5.8	3.2	1							
	Changing room 10	18.6	5.8	3.2	1							
	Shower area 1	6.8	2.6	2.6				8				
	Shower area 2	8	3.2	2.5				8				
	Shower area 3	8.7	3.5	2.5				8				
	Shower area 4	9	3.9	2.3				8				
	Internal corridors	7	7	1								
	Boiler room	8										
Parks Offices Dorlcote Road	Entrance Hall	6.8	3.4	2								
	Large office	41.1	7.9	5.2								
	Small office	7.3	2.8	2.6								
	Store room	3.6	2.1	1.7								
	Kitchen	19.2	4.8	4	1							
	Toilet (female)	5.8	2.9	2	1	1			1			
	Corridor	3	2.3	1.3								

WANDSWORTH COMMON												
	Showers (male)	10.8	4.7	2.3	3					3		
	Toilet (male)	6.8	3.4	2		2	3					
	Stairs	4.4	4.4	1								
	Large office	62.4	12	5.2								
	Small office	13	5.2	2.5								
	Hard surfaced (front) entrance area o/s										51	25.5
Changing Rooms Heathfield Road	Changing room 1											
	Changing room 2											
	Toilet area				3	2						
	Shower area	24.3	7.6	3.2				7				
	Corridor	18.6	12.4	1.5								
	Attendants room	9.6	3	2.3								
	Boiler room	9.9	3.3	3								
	Store room	12										
	Hard surfaced entrance area o/s	2	2	1								

WANDSWORTH COMMON													
Public toilets Dorlcote Road	Toilets area (female)	22			1	4							
	Toilets area (male)	12				3	1						
WANDSWORTH PARK													
Changing Rooms Putney Bridge Road	Changing room 1	24	6	4	2	2		4					
	Changing room 2	28.8	6	4.8	2	2		4					
	Changing room 3	31	7.2	4.3	2	2		4					
	Referees room	10.4	4.3	2.4	1	1			1				
	Corridor	11.7	3.5	1.5									
	Hard surfaced entrance area o/s										82.3		

Site	Room Description	Floor Area M2	Floor Length m	Dimension s width m	No. of wash basins	No. of w.c's.	No. of urinal s	No. of showers		Externa l area	Extern al area	
								communa l	cubicles		length m	widt h m
Battersea Park Offices												
Park office , Women's Toilet	Toilet	5.61	1.7	3.3	1	1						
Conference Room		20.5	5.0	4.1								
Main Office / Reception area	Office	29.07	5.1	5.7								
Managers Office	Office	23.52	4.8	4.9								
New Store	Store Room	11.04	4.8	2.3								
Office	Office	9.0	3.0	3.0								
Staff Toilets & Kitchen	Toilets / Kitchen	26.6	7.0	3.8	4	4	2					
Events & Filming	Office	45.54	6.9	6.6								
Events & Security	Office	26.07	7.9	3.3								

Arts Office	Office	35.55	7.9	4.5								
Development Office	Office	52.44	7.6	6.9								
Meeting Room & Kitchen area	Training/Conference	28.62	5.4/4.5	3.3/2.4								
Pierpoint Toilets	Toilet Block											
Women's Toilets	Toilet	34	5.1	6.6	3	4						
Men's Toilets	Toilet	19	5.1	3.6	3	2	1					
Disable Toilet	Toilet	3.00	1.8	1.7	1							
Corridor		10.00	5.00	2.00								
Entrance		6.00								6.00	2.00	3.00
Attendants Room		4.00	2.6	1.5								
Fountain Toilets	Toilet Block											
Men's Toilet	Toilet	47.88	13.3	3.6	4	2	3					
Women's Toilet	Toilet	47.88	13.3	3.6	4	5						
Store / Service Room	Store	17.00	4.3	3.9								
Beechmore Toilets	Toilet Block											
Women's Toilet	Toilet	19.00	5.1	3.7	2	2						
Men's Toilet	Toilet	15.00	5.5	2.7	2	3	1					
Disable Toilet	Toilet	2.00	1.7	1.1								
Attendants Room		6.00	3.6	1.5								
<u>Battersea Parks Police & Dog Control Unit</u>												
Reception Area		4.42	2.6	1.7								
Interview Room		3.9	2.6	1.5								
Store		3.91	2.3	1.7								
Radio / Control Room		31.72	6.1	5.2								
Administration Office		19.32	4.6	4.2								
Sergeants Office		10.56	4.4	2.4								
Dog Control		10.56	4.4	2.4								

Legal & Training Room		10.56	4.4	2.4								
Inspectors Office		10.46	4.4	2.4								
Corridor		23.36	29.2	0.8								
Female Changing Room		12.96	7.2	1.9	2	2			2			
Kitchen		5.7	3.8	1.5								
Messroom / Parade Room		50.22	8.1	6.2								
Staff Entrance		3.15	2.1	1.5								
Boiler / Electrical Room		8.0	4.0	2.0								
Male Toilet		8.49	4.0	2.12	3	3	3	3				
Male Changing Room		30.42	7.8	3.9								
Cleaners Store		2.0	2.0	1.0								
Rear Corridor		4.4	5.5	0.8								
<u>Battersea Park,</u>												
<u>Victorian Pump House</u>												
Ground Floor												
Reception		23.00	4.9	4.7								
Exhibition Room		35.00	5.1	6.2								
			1.2	2.5								
Disable Toilet	Toilet	3.00	2.00	1.5	1	1						
Cupboard	Store	1.00	1.00	1.00								
Stairs Up		9.00	10	0.9								
First Floor												
Gallery		32.5	6.5	5.0								
Landing / Stairs		7.0	6.5	0.9								
Store		3.0	2.0	1.5								
Stairs Up		26.66	32.22	0.9								
Second Floor												
Gallery		30.5	5.0	6.4								
Kitchen		2.7	3.0	0.9								
Office	Office / Store	7.00	4.1	1.7								
Landing		7.0	2.9	2.5								

Stairs Up		20.0	22.0	0.9								
Third Floor												
Gallery		25.0	5.0	5.0								
Toilets		4.0	2.0	2.0	2	2						
Store		4.0	2.0	2.0								
Landing / Stairs		7.5	3	2.5								

Site	Room description	Floor dimensions			wash basins	w.c's.	Numbers of:			External area		
		Area (m2)	Length (m)	Width (m)			urinals	showers communal	cubicles	Area (m2)	Length (m)	Width (m)
PUTNEY VALE CEMETERY												
Central Office, Stag Lane	Reception	28	5.3	5.3								
	Corridor	7	8	0.9								
	Managers Office	10	3.6	2.9								
	Main Office	56	7.5	7.5								
	Toilet male	4	2	2	1	1						
	Toilet female	4	2	2	1	1						
	Toilet disabled	4	2	2	1	1						
BATTERSEA RISE CEMETERY												
Boling broke Grove	Chapel	35	7.1	4.9								
	Public toilets											
	Male	4	1	4	1	1	1					
	Female	4	1	4	1	1						
WANDSWORTH CEMETERY												
Magdalen Road	Reception	18	5.6	3.3								
	Office	29	6	4.5								
	Toilet	2	1	2	1	1						
	Chapel	73	10	7								
	Public Toilets									5	1	5
	Male	9.5	3	3.25	1	2	2	1	2	1		
	Female	9.5	3	3.25	1	2		1	2			

Appendix 3

Detailed cleaning requirements

CODE FOR SCHEDULES	
D	Daily
W	Weekly
M	4 weekly
6M	6 monthly

SURFACE	TREATMENT	FREQUENCY		
<i>CLEANING OF ALL FURNITURE AND FITTINGS</i>				
Ashtrays	Empty and damp wipe Wash	D	W	
Telephones	Dust (includes fax machines) Sanitise	D	W	
Desk lamps etc.	Dust	D		
Desks	Dust and remove stains Polish or damp wipe	D	W	
Chairs	Dust Polish or vacuum clean Damp wipe (except fabric covers)	D	W W	
Filing cabinets	Dust Polish or damp wipe	D	W	
Storage cabinets And cupboards	Dust Polish or damp wipe	D	W	
Tables	Dust and remove stains Polish or damp wipe	D	W	
Wastepaper Baskets and bins	Empty and damp wipe and buff dry. Transfer refuse to proper receptacles and dispose of	D		
Office dividers	Dust	D		
Radiators and Pipes	Dust Polish or damp wipe	D	W	
Pictures	Dust	D		
Bookcases	Dust Polish or damp wipe	D	W	
Lockers	Dust Polish or damp wipe	D	W	
Fire Extinguishers	Dust Clean and polish		W	M
Plant display Units	Damp wipe	D		
Glass surfaces (tables etc.)	Damp wipe. dry buff	D		
Drinking Fountains	Clean, scour with suitable detergent and treat with sterilising agent	D		

The Contractor shall note that the following items are specifically excluded from these requirements: VDU monitors, personal computers, printers and all other associated

computer equipment and photocopiers. The Contractor shall also ensure that extreme care is taken when carrying out cleaning operations in the vicinity of such equipment.

SURFACE	TREATMENT	FREQUENCY		
<i>CLEANING OF FITTINGS AND HORIZONTAL/VERTICAL SURFACES IN ALL AREAS</i>				
Doors	Dust, remove marks Wash or polish		W	M
Door knobs and handles	Dust Polish	D	W	M
Door frames	Dust, remove marks Wash or polish		W	M
Door tops	Dust			M
Skirting boards	Dust and damp wipe			M
Fanlight ledges	Dust			6M
Wood panelling	Dust to hand height Dry polish	D		6M
Metal surfaces	Polish	D		
Ledges and mouldings	Dust above hand height			6M
Windows:interior	Damp wipe, dry buff		W	
Windows:exterior	Damp wipe, dry buff			M
Secondary glazing	Damp wipe, between glazing		W	
Glass panels in doors and partitions	Remove marks	D		
Vertical wall surfaces	Dust Remove surface marks, stains by damp wipe or wash as required			6M M
<i>CLEANING OF FLOORS TO OFFICE AREAS</i>				
Carpets	Vacuum thoroughly Shampoo and dry	D		6M
Vinyl and Linoleum	Sweep clean and spot mop Wash Spray burnish Strip old polish, wash clean, apply two coats of slip retardant polish and buff	D	W W	6M
Woodblock	Sweep clean Machine burnish Apply slip retardant polish Strip old polish, repolish and buff	D	W	M 6M
<i>CLEANING OF ENTRANCES</i>				
All entrance steps and ramps	Sweep clean and wash	D		
Entrance mats and wells	Remove, where possible, thoroughly clean and replace	D		

SURFACE	TREATMENT	FREQUENCY		
CLEANING OF CHANGING ROOMS, TOILETS, WASHROOMS, SHOWERS KITCHENS/REST ROOMS AND UTILITY ROOMS				
Toilet bowls	Clean, scour and disinfect Descale	D	W	
Lavatory seats	Clean, disinfect and polish both sides	D		
Urinals	Clean, scour and disinfect Descale Restock channel blocks (as required)	D	W	
Pipework and cisterns	Dust off damp wipe to hand height		W	
Basins	Clean with neutral detergent and disinfect. Restock with hand soap, as required	D		
*Showers (includes shower heads and fittings)	Clean, scour and disinfect Descale		W	
*Drain grating	Lift, clear all debris, and replace. Disinfect		W	
Taps	Clean and polish Descale	D		M
*Tiled splashbacks	Clean Descale	D		M
*Tiles to walls	Wash with suitable detergent Descale		W	M
Mirrors	Clean and polish	D		
Towel cabinets	Dust or damp wipe Replace paper towels provided by the Contractor as required	D		
Soap dispensers	Clean or wash Top up with soap provided by the Contractor	D		
Shelves and horizontal surfaces	Dust or damp wipe	D		
Waste bins or baskets	Empty and damp wipe Transfer refuse to proper receptacles provided by the Contractor and dispose of	D		
Toilet rolls Or packs	Renew as necessary, with supplies provided by Contractor	D		
*Floors	Sweep clean and wash Machine burnish Strip old polish, wash, clean, apply two coats of slip retardant polish and buff	D	W	6M
Sinks and Worktops	Wash with suitable detergent and dry buff	D		
Sinks	Descale			M
Kitchen cabinets, cookers, refridgerators (external surfaces only)	Damp wipe and clean	D		

*In showers and changing rooms use suitable, approved fungicide added to washing water.

Note: In the case of changing rooms and associated facilities the daily requirement shall be that described at *Clause 6(b)(ii)* of the Specification (prior to sessions of use)

SURFACE	TREATMENT	FREQUENCY		
<i>OVERHEAD CLEANING</i>				
Light fittings	Take down diffusers, wash and replace			6M
Lampshades	Dust or vacuum			6M
<i>EXTERNAL CLEANING: STAIRS, SURROUNDS, ETC.</i>				
External metal stairway and landing	Sweep and dispose of arisings Wash and dry (includes handrails) Wash and dry (including walls)	D	W	6M
External and associated paved surrounds	Sweep and dispose of risings		W	

The general requirement on the Contractor to keep areas weed free applies to these external surfaces and the Contractor shall have taken this into account when pricing the appropriate item in the Bills of Quantities.

Appendix 4

LIST OF SPORTS FACILITIES TO BE ATTENDED

Garratt Park Siward Road, SW17	Football season only
Tooting Common Tooting Bec Road/Dr Johnson's Avenue, SW17	Football season only Tennis Courts (all year)
Wandsworth Common off Baskerville Road, SW18	Football season Cricket season Tennis Courts (all year) Bowling Green (season)
Wandsworth Common Earlsfield/Heathfield Road, SW18	Football season only
Wandsworth Park Putney Bridge Road, SW15	Football season Cricket season Tennis Courts (all year)
Fishponds Playing Field Hebdon Road, SW17	Football season Cricket season
Roehampton Playing Field Dover House Road, SW15	Football season Cricket season Tennis Courts (all year)
Furzedown Recreation Ground Furzedown Drive, SW17	Tennis Courts (all year) Bowling Green (season)
Battersea Park Albert Bridge Road, SW11	Football season Cricket season Bowling Green (season)

Appendix 5

Ecological areas, ponds, lakes and fountains

A) Ecological areas are located on the following sites:

Battersea New Cemetery, Lower Morden Lane
 Battersea Park
 Beverley Brook
 Falcon Park
 Garratt Green
 King George's Park
 Leader's Gardens
 Putney Lower Common Cemetery
 Putney Vale Cemetery
 Shillington Street Open Space
 St Mary's Cemetery, Battersea Rise
 The Spit (River Wandle)
 Tooting Common
 Wandsworth Cemetery
 Wandsworth Common

B) Ponds, lakes, and fountains are located on the following sites

WATER BODIES	LOCATION	PUMPS
Fountains Grand Vista Fountains Cascades Old English Garden King George's Park Lake Three Islands Pond, Bolingbroke Road	Battersea Park Battersea Park Battersea Park King George's Park, Neville Gill Close Wandsworth Common, Bollingbroke Grove	Main pump house Submerged, on site Submersible pump Submersible pump Submersible pump
Putney Vale Cemetery	Garden of Remembrance	3x Submersible pumps
Lakes, ponds, and other water bodies Battersea Park Lake (6 Hectares) Wandsworth Common Tooting Common King George's Park Old English Garden	Battersea Park Wandsworth Common, Baskerville Road Tooting Common, Chestnut Walk King George's Park, Neville Gill Close Battersea Park	Aerators and Bore Hole Aerators Bore Hole

<p>Tooting Common (Ecology Pond)</p> <p>Tooting Common (Winter Pond)</p> <p>Three Island Pond, Bolingbroke Road</p> <p>Wilderness Pond</p> <p>Grand Vista Upper Pools</p> <p>Beverley Brook Basin</p>	<p>Tooting Common, Tooting Bec Road</p> <p>Streatham Woods</p> <p>Wandsworth Common, Bolingbroke Grove</p> <p>Battersea Park, Nature Reserve</p> <p>Battersea Park</p> <p>Beverley Brook</p>	<p>Adjacent pump house</p>
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Appendix 6

List of Depots and Waste Transfer Stations

A) Depots

Battersea Park
 Tooting Common
 Wandsworth Common
 Morden Cemetery
 Putney Vale Cemetery
 Wandsworth Cemetery

B) Waste Transfer Stations

Location	Mon to Fri	Sat	Sun	Comments
WRWA Smugglers' Way Wandsworth SW18 1JS	07.30 to 16.00	07.30 to 13.00	07.30 to 12.00	Disposal for items that cannot easily be recycled may be available here.
WRWA Cringle Street Battersea SW8	24 hrs			Except Christmas Day and Boxing Day by arrangement
A & J Bull Benedict Road Mitcham Surrey	As advised			
Corporation of the City of London Walbrook Wharf Upper Thames Street London EC4	As advised			
WLWA (WestWaste) Transport Ave. Brentford Middlesex	As advised			
LB Croydon Factory Lane Croydon Surrey	As advised			

Appendix 7

Furniture in Parks and Cemeteries: Litter bins, dog waste bins, seats and sign cabinets

<u>Parks Service</u>					
<u>Site</u>	Litter bins	Dog bins	Seats	Smokers bins	Urbis cabinets
Barn Elms Playing Fields	6	0	0	0	0
Battersea Park	100	33	283	0	18
Bramford Road Open Space	5	2	8	0	4
Causeway, The Spitt	1	0	0	0	0
Christchurch Gardens	2	1	4	0	2
Cornation Gardens	2	2	6	0	2
Dorothy Road Open Space	2	0	4	0	0
Dromore Road Open Space	0	1	0	0	0
Elm Quay Court L&A	2	2	0	0	0
Elsbeth Road Open Space	2	1	0	0	1
Falcon Park	3	3	3	0	2
Fishpond Playing Fields	2	0	0	0	1
Fountain Road Rec. Ground	2	1	7	0	2
Fred Wells Gardens	6	4	12	0	3
Furzedown Recreation Ground	10	0	14	0	4
Garratt Green	5	4	5	0	3
Garratt Lane Old Burial Ground	2	2	6	0	2
Garratt Park	5	5	12	0	3
Godley Road Open Space	1	1	6	0	3
Harroway Road Open Space	3	1	4	0	0
Heathbrook Park	8	4	9	0	2
King Georges Park	36	15	70	0	14
Latchmere Rec Ground	10	2	18	0	4
Leaders Gardens	6	2	12	0	3
Malclm Gavin Close	1	0	0	0	0
Montefiore Street	3	0	8	0	2
The Pleasance	3	3	3	0	3
Peter Gate Road Open Space	1	0	0	0	0
Putney Old Burial Ground	2	0	8	0	1
Poyntz Road Open Space	0	1	4	0	2
Plough Road Open Space	2	0	2	0	0
Putney Park Lane	4	4	0	0	3
Putney Tennis Courts	0	0	0	0	1
Putney Vale Open Space	1	0	0	0	0
Queenstown Road Open Space	1	1	0	0	0
Roehampton Playing Fields	2	0	0	0	1
Shillington Street	5	4	14	0	4
St Ann's Hill Church	3	0	4	0	0
St Marys Church, Battersea	3	0	3	0	0
Suffolk Hall Open Space	0	0	2	0	0
Swaby Gardens	1	0	6	0	0

Skeena Hill Open Space	0	1	2	0	0
Tooting Common	59	38	82	0	21
Tooting Gardens	3	2	8	5	0
Upper Tooting Park Open Space	2	0	6	0	0
Vicarage Gardens L&A	8	2	10	0	0
Wandsworth Common	81	41	91	0	14
Wandsworth High St Open Space	2	0	2	0	0
Wandsworth Park	16	11	29	0	0
West Hill Road Open	0	3	0	0	0
York Gardens	11	4	22	0	0
<u>TOTALS</u>	435	201	789	5	125
<u>Cemeterires</u>					
<u>Sites</u>	Litter bins	Dog Bins	Seats	Smokers Bins	Erbis Cabinets
Putney Vale Cemetery	46	0	79	0	5
Morden Cemetery	22	0	35	0	2
Wandsworth Cemetery	31	0	10	0	4
Battersea Rise Cemetery	5	0	3	0	3
Putney Lower Common Cemetery	1	0	0	0	1
<u>TOTALS</u>	105	0	127	0	15

Appendix 8

EVENTS SUPPORTING INFORMATION:

Detailed and indicative information concerning the timing of and the requirements for Annual Events. The lists of equipment to be transported and erected or placed on sites are based on the quantities used in 2011. They are neither definitive nor exhaustive. They are provided for guidance only and should not be relied on when pricing the relevant items in the Bills of Quantities.

1) FIREWORKS EVENT, BATTERSEA PARK

a) Date:

The Saturday closest to November 5th each year

b) **Effects on Sports Pitches:**

All grass sports pitches unavailable for sports use from the Monday immediately preceding the event to the Monday after the event (inclusive).

c) Equipment:

Police barriers	120
Galvanised steel barriers	400
Security fencing with posts	600 metres
Ropes and pins	100 metres
	50 pins
Tables	50
Chairs	100
Lighting units	3
Event site signs and posts	80

2) BLIND BOWLERS COMPETITION, KING GEORGE'S PARK

a) Date:

The first Saturday in July each year

b) **Effect on sports pitches:**

Bowling green reserved for exclusive use by the Blind Bowlers Club

Equipment:

Garden Cottage Marquees	4
Tables	12
Chairs	60
Rink Twine, Green and White (and pins)	Sufficient to fully mark 6 rinks)

3) REMEMBRANCE DAY, BATTERSEA PARK

- a) Date:
11th November (except when the 11th falls on a Sunday)
- b) Effect on sports pitches:
None
- c) Equipment:

Gazebos	2
Chairs	200

4) ARMED FORCES DAY, BATTERSEA PARK

- a) Date:
30 June (2012)
- b) Effect on sports pitches:
None
- c) Equipment:

Gazebos	4
Chairs	250
Tables	50
Parasols	10

5) PAGODA ANNIVERSARY, BATTERSEA PARK

- a) Date:
Saturday nearest to 16th June each year
- b) Effect on sports pitches:
None
- c) Equipment:

Gazebos	1
Chairs	200
Tables	10

6) MUSIC AT THE BANDSTAND, BATTERSEA PARK

- a) Date:
Mid July – weekend (not held in 2012)
- b) Effect on sports pitches:
None
- c) Equipment:

Gazebos	8
Parasols	6
Chairs	300
Tables	70
Galvanised steel barriers	50
Rope and pins	25 metres rope – 12 pins

7) ARTS FESTIVAL, WANDSWORTH PARK

- a) Date:
26 and 27 May 2012 (equivalent weekend each year)
- b) Effect on sports pitches:
All grass sports pitches and changing accommodation unavailable for the event weekend and the Friday before and Monday after.
- c) Equipment:

Gazebos	6
Litter bins	10
Chairs	30
Tables	10
Galvanised steel barriers	30
Other: dance floor covering etc	various

8) OTHER REGULAR ANNUAL EVENTS (paragraph 4.1.4 of the Specification)

The following details refer to events held in parks and open spaces during 2011. It is provided for guidance only to allow the Contractor to assess the potential impact on sports bookings, including income, and on his routine maintenance operations, in particular grass cutting and litter clearance.

Site	Name	Dates (2012)*	Sports pitches affected
BP	Race for Life	13 June	All summer sports and changing rooms, all day
BP	Gt Ormond St Hospital	23 June	As Race for Life
BP	Sun Walk	1 July	Artificial cricket on Pump

			House field – the event weekend plus the Friday and Monday
BP	JP Morgan	10 and 11 July	Artificial cricket on Pump House field all week As Race for Life on the event days
BP	River of Music	21 and 22 July	Cricket 2 and Rounders 2
BP	Nomad Cinema	21 – 24 August	Artificial cricket on the Pump House field
BP	Crime Prevention Event	27 – 31 August	Casual Play Area
BP	Battersea Dogs' Home Reunion	9 September	Rugby pitch
BP	Treeathlon	15 September	Rugby pitch
WP	Big Dance	15 July	Cricket
KGP	Fun Fair	8 – 15 May	Touch Rugby
KGP	Get Active	14 July	Artificial cricket

- 2012 dates provided for guidance only, events generally on the equivalent days each year
- BP - Battersea Park
- WP - Wandsworth Park
- KGP - King George's Park

7) **OTHER EVENTS (Paragraph 4.1.5 Of the Specification)**

The following information is provided to assist the Contractor in determining the potential effect on sports bookings income.

Advance notice to contractor	Number of other events affecting sports pitches and routine maintenance operations
6 months or more	18
3 to 6 months	3
Less than 3 months	3

Appendix 9

Fertilizers, chemical treatments, loams, grass seed mixtures, top dressings, sand, cleaning materials and lining compounds (all to be supplied by the Contractor)

A) Fertilizers

a) Slow release

Application	Proportions N:P:K	Indicated timing	Example products
Shrub beds	10-20-10- 5Mg 50%PCU O/F	Spring x1	Greenbest Greenpower (slow release)
Rose Beds	10-20-10- 5Mg 50%PCU O/F	Spring x1	Greenbest Greenpower (slow release)
Flower Beds	15-14-14- 3Mg 50%PCU O/F	Spring x1	Greenbest Greenpower (slow release)
Cricket Squares	14:0:19:3Mg 65% Umaxx/Nut Mini 37gram/m ²	Spring x1 Autumn x1	Greenbest Greenpower (slow release)
Bowling Greens	14-0-14-3Mg 50% Umaxx/Nut Mini 37gram/m ²	Spring x2 Autumn x2	Greenbest Greenpower (slow release)
Ornamental Grass Areas	14-0-14-3Mg 50% Umaxx/Nut Mini 37gram/m ² 7-0-14-33Mg 50% Umaxx/Nut Mini 37gram/m ²	Spring x2 Autumn x1	Greenbest Greenpower (slow release)
Winter sports pitches	9-7-7 40% PCU/Poly K O/F 50gram/m ² 6-6-12 60% Nutralene O/F 50gram/m ²	Spring x1 Autumn x1	Greenbest Greenpower (slow release)
General grass	9-7-7 40%	Spring x1	Greenbest Greenpower

areas	PCU/Poly K O/F 50gram/m ² 6-6-12 60% Nutralene O/F 50gram/m ²	Autumn x1	(slow release)
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b) Standard fertilisers and liquid feeds

Application	Proportions N:P:K	Indicated timing	Example products
Pre-seeding	6-9-6 100% fast release O/F	Autumn x1	Greenbest Greenpower
Bowling Greens	14-0-14 -3Mg 50% Umaxx/Nut Mini 37gram/m ² 7-0-14 -3Mg 50% Umaxx/Nut Mini 37gram/m ² Total event 14-0-6 all-in-one liquid feed applied at 15 Ltr/app/bowling green First and last 2.8-0-8 all-in-one liquid feed applied at 15 Ltr/app/bowling green Seaweed meal 2 x25Kg/bowling green	Spring x 2 Autumn x 2 Spring x 1 Summer x 1 Summer x 1 Autumn x 2 Spring x1 Autumn x 1	Greenbest Greenpower

These products will be formulated using a percentage of Nutralene, Umaxx, Poly K, Poly N and Poly SCU Slow release.

The 'example products' are provided to indicate to the Contractor the standards and types of materials expected by the Director.

The Contractor is not bound to supply the exact named product, but shall be expected to provide a product to at least the same standard as the named product.

Notwithstanding the above all fertilizers supplied and used by the Contractor shall be 'prilled' fertilizers.

B) **Chemical treatments**

Application	Treatment	Indicated timing	Example products
Cricket squares and bowling greens	Fungicide	All year, 4 treatments	Mascot Rayzor Mascot Defender
	Pesticide	November and March	Crossfire 480, Caste Off
	Selective weed killer	April and September	Mascot Super Selective Plus
General grass areas	Selective weed killer	April and September	Mascot Super Selective Plus
Hard surfaced areas	Total Weed Killer	April to September – 2 treatments	Round Up Pro
	Moss and algae killer	April to September – 2 treatments	Qualgex

The ‘Example products’ are provided to indicate to the Contractor the standards and types of materials expected by the Director.

The Contractor is not bound to supply the exact named product, but shall be expected to provide a product to at least the same standard as the named product.

C) **Surrey Loam**

For the purposes of renovating and dressing cricket wickets during the cricket season the Contractor shall supply and use only the best quality Surrey Loam. To ensure the supply and use of the correct materials the Contractor shall provide a sample of the intended materials for the Director’s approval prior to use.

D) **Grass seed mixtures**

The grass seed mixtures to be supplied and used by the Contractor for specific purposes are:

- a) Cricket Squares
39% Greenway
30% Sauvingnon
20% Greensky
15% Dylan
- b) Bowling Greens
45% Belleaire
35% Greensleeves
20% Egmont
- c) Sports pitch, renovation
20% Poseidon

- 20% Greenview
- 20% Action/Columbine
- 20% Greenfair
- 20% Hugo/Greenway

d) Ornamental grass areas

- 20% Greenway
- 20% Sabrena
- 20% Sibir
- 20% Helena/Turner
- 15% Mystic
- 5% Egmont

e) General grass areas

- 30% Helena
- 20% Greensky
- 20% Greenvie
- 20% Belleaire
- 5% Egmont two

The details provided above specify particular grass species and reflect proprietary mixes available from the current turf grass seed catalogue. This information is provided for guidance only, to indicate the standards and types of seeds to be provided and used by the Contractor and the ratio of cultivars to be used in the various mixtures.

In the case of seeding requirements at ecological areas the Director will specify the exact details of seed and seed ratios- to be used at the time of issuing each order.

E) Top dressings

Top dressings for use on bowling greens, in particular for the end of season renovation of the greens will be made up from the following constituent materials:

<u>Material</u>	<u>Standard or type</u>
Loam	BS 3882
Sand	RH30 sand (suitable for bowling greens)

The Contractor shall propose the proportions of each to be used for each application, for the Authorised Officer's approval.

F) Sand (for use on sports pitches and other specified areas)

Sand supplied by the Contractor for spreading on sports pitches and other areas shall be GS5 graded, washed sand or a suitable alternative. In the case of alternatives the Contractor shall provide the Authorised Officer with a sample for his approval prior to any use.

G) Cleaning materials

Prior to the Commencement Date the Contractor shall submit to the Authorised Officer, for his approval, details of the cleaning materials he proposes to use. Such materials shall be used strictly in accordance with the manufacturer's instructions, and in such a way that areas cleaned meet with standards prescribed in all relevant Public Health regulations.

H) **Line marking compounds**

The manufacturer of any line marking material proposed for use on the Contract shall be IOS9001 registered as line marking paint is manufactured as prescribed under ISO14001, Environmental Certification.

The paint may be used undiluted or diluted up to 4 parts water to 1 part line marking paint (by volume)

Viscosity (measured with a Rotothinner) :	1.2 poise +/- 0.5 poise (0.7 to 1.7 poise)
pH :	7 +/- 1 (6 to 8)
Solids content (%) :	56 +/- 2 (54 to 58)
Specific Gravity :	ideally not less than 1.5

Supplied in drums or 1000 litre Multi Fill containers that require no offloading by the customer.

I) **Materials Suppliers for Loose Gravel Paths at Battersea Park**

'Goonvean White', supplied by:

Goonvean Ltd
St Stephen
St Austell
Cornwall PL26 7QP

'Breedon Golden Amber', supplied by:

Ennstone Breedon Ltd
Breedon on the Hill
Derby DE73 1AP

J) **Play Sand and Play Bark (specifications)**

- a. **Play Sand:** has a smooth fine rounded particle size which, in use, conforms to BSEN part 1:2008 section 4.2.8.5.2 Table 4. The smooth grains are thoroughly washed to remove all contaminants and dirt making it non-staining and non-toxic with a particle size range of 0.2mm to 2.0mm..
- b. **Play Bark :** a particle size range of 20mm to 80mm with minimal dust and fines and with all other wood matter screened out and warranted free of pests and diseases. The product shall have been formulated specifically for use as a safety surface to ensure the health and safety of children and shall comply with BSEN1176 part1:2008 section 4.2.8.5.2 Table 4..

Appendix 10

Examples Handyman Tasks and Duties

The Contractor shall be required to provide sufficient resources, and identify these in the respective Method Statements to carry out the diverse range of tasks that are referred to and described in Sections 6 and 7 and the routine repair, maintenance and refurbishment tasks that are described in other Sections of the Specification. In addition the Contractor shall identify through the Method Statements the resources available to respond as required to tasks that arise under the Urgent Response procedures referred to in paragraph 1.

The information that follows provides examples of the type and range of tasks carried out by the current contractors handymen during the current contract term. This is not a complete record of all “handyman/engineer” duties performed during that period but is provided to give Contractors an idea of the diverse range of tasks that will be required of the Contractor by this Contract.

Examples of handyman duties

- Affix map and signs to signs and cabinets
- remove/replace padlocks and other locking devices
- remove or paint over graffiti on buildings, bins, signs, walls, fences etc
- utility supply meter readings
- remove/replace/repair bins, bin liners,
- Remove/replace/repair seats, benches
- equipment to various locations
- clear rubbish & tidy yard areas
- remove/replace/repair damaged equipment, fixtures and fittings
- lift and relay damaged paving
- remove/replace/repair signs and sign cabinets
- clean parks furniture; bins, seats, signs etc
- install temporary signs
- replace/repair sections of damaged railings and fences
- construct hard standings for seats, bins etc
- replace/repair damaged traffic control barriers
- clean/paint/restore sports equipment
- check for underground services
- monitor efficient operation of pumps and pumping systems
- day to day repairs and maintenance of premises

Appendix 11

CODE OF SAFE WORKING PRACTICE

LAKE ICING

This code of practice sets out the procedures to follow and actions to take both during the period of the year when lakes are liable to freezing and at times when they are frozen.

For the purposes of this code November to March (inclusive) should be considered the period when icing of lakes may occur

During the period November to March:

- 1 Pay careful attention, daily to prevailing weather conditions and weather forecasts. Pay particular attention to these immediately prior to weekends.
- 2 If freezing conditions are likely, set out the warning signs: 'Danger Thin Ice' around the lake perimeter.
- 3 Increase the frequency of patrols around all lakes.
- 4 Ensure prompt removal of warning signs if icing of lakes does not occur.

Once freezing conditions have started and ice is forming/has formed:

- 5 Check all warning signs at least twice per day. Replace/re-erect as necessary.
- 6 Take every opportunity to warn the public, in particular children of the potential dangers, advising them to keep away from the ice.
- 7 Check lakes at least twice per day, paying particular attention to the condition/thickness of the ice.
- 8 Do not break any ice. If ice adjacent to banks is found to be broken, protect the areas by means of fencing/barriers, etc, and ensure that these areas are clearly signed.
- 9 In the event of persons on the ice:
 - a) If the ice is unbroken reassure the persons, advise them to remain where they are and summon the Fire Brigade (dial 999) and notify Parks Police on 020 8871 7532.
 - b) If the persons have fallen through the ice summon the Fire Brigade and Ambulance (dial 999) and notify Parks Police on 020 8871 7532.

In each case seek to calm the person and bystanders. In each case attempt to reach the person by throwing a rescue line in order to retrieve them or hold them above the surface until professional help arrives.

DO NOT GO ON TO THE ICE

- 10 **NOTE: In respect of the lakes at Battersea Park, Tooting Common and Wandsworth Common it is an offence, under byelaw 7, for any person to go on to the ice.**

General:

- 11 Know the location of the nearest Council and public telephones.
- 12 Know the location of the nearest store of safety/rescue equipment.

Items/facilities to be put in place and checked regularly:

- 13 Temporary warning signs: “Danger Thin Ice” to be readily available in sufficient quantities at each location.
- 14 Permanent signs indicating location of nearest public telephones in case of emergency at appropriate points around the lake.

Arrangements/contacts to be made prior to each winter season:

- 15 Ensure that all relevant staff; Parks Police, Parks, Sports Services, etc, are reminded of the Code of Practice and the instructions
- 16 Liaise with the emergency services, in particular the Fire Brigade and Ambulance service, to agree vehicle accesses to each lake.
- 17 Detail staff to carry out the regular inspections of the lakes, signs, safety equipment etc.
- 18 Maintain records of all inspections, detailing faults, actions taken, etc.
- 19 In respect of the lakes where fishing is permitted; Battersea Park, Tooting Common and Wandsworth Common, ensure as far as possible that anglers are made aware of this Code of Practice in particular with regard to the instruction that ice is not to be broken.

Appendix 12

CONTRACTOR'S PROPOSALS FOR ENVIRONMENTALLY FRIENDLY VEHICLES

Please refer to the Contractor's Method Statement *[Appropriate cross-reference to Contractor's Method Statement to be inserted]*

Appendix 13

CONTRACT PERSONNEL AND CONTACT DETAILS

Wandsworth Contract Personnel and Contact Details

Name	Position	Office number	Mobile number
Parks Service Management Officers			
Simon Ingyon	Head of Parks and Leisure	8871 8114	07766 504181
Simon Cooper-Grundy	Chief Parks Officer	8871 8117	07802 313822
Jerry Birtles	Chief Parks Officer	8871 7022	07860 478496
Valerie Selby	Principal Parks Officer, Biodiversity	8871 7019	07818 427448
Clive Andrews	Bereavements Services Manager and Registrar	8871 7820	07860 532941
Contract Management Officers			
Steven Green	Principal Parks Officer, Operational Management	8871 8687	07802 313818
Donald Eckersley	Parks Officer, Horticulture	8871 8687	07802 313820
Kevin Freed	Parks Officer, Biodiversity	8871 8689	07876 462041
Andrew Green	Parks Officer, Sports Provision and Bookings	8871 8687	07795 427180
Sue Gray	Parks Officer, Cemeteries	8871 7820	07860 531077
Arboriculture Officers			
Patrick Langley	Arboricultural Manager	8871 6370	07798 845366
Andy West	Arboricultural Officer	8871 6346	07789 926504
Andy Day	Arboricultural Officer	8871 6397	07939 597492
Vacant post	Arboricultural Officer	8871 6371	07939 597489
Vacant post	Arboricultural Officer	8871 8686	07939 597491

Appendix 14

CEMETERY UNLOCKING AND LOCKING TIMES

	Monday to Saturday		Sunday	
January	08.00	16.00*	10.00	16.00*
February	08.00	16.00*	10.00	16.00*
March	08.00	17.00	10.00	17.00
April	08.00	18.00	10.00	18.00
May	08.00	19.00	10.00	19.00
June	08.00	19.00	10.00	19.00
July	08.00	19.00	10.00	19.00
August	08.00	19.00	10.00	19.00
September	08.00	18.00	10.00	18.00
October	08.00	17.00	10.00	17.00
November	08.00	16.00*	10.00	16.00*
December	08.00	16.00*	10.00	16.00 *

* NOTE: Putney Vale Cemetery gates to be locked at 17:00hrs in November, December, January, and February

Christmas Day – 10.00 to 13.00

All other public holidays – as for Sunday in that month

Appendix 15

PROCEDURE FOR THE REMOVAL OF MEMORIALS PRIOR TO THE PREPARATION OF A GRAVE

1. Following the Order to Prepare Grave notice being issued the grave will be visited no later than 48 hours before the funeral (one hour in the case of an emergency, or two hours for a Muslim grave).
2. The inspection will take place in conjunction with the authorised officer and a member of the contractor's staff.
3. A risk assessment (including a memorial safety test) will be carried out to establish if adjacent memorial/s are to be moved prior to the grave being dug.
4. The authorised officer will take a photograph of the memorial/s and the contractor will make arrangements made for a temporary removal.
5. Any defects will be noted by the contractor and agreed with the authorised officer and recorded on the request to remove a memorial form.
6. A notice will be placed on the memorial by the authorised officer stating the reasons for the removal.
7. The memorial will be moved to an agreed area.
8. Following the burial, the dispersal of the congregation and the backfilling of the grave any adjacent memorial/s will immediately be returned to its original grave place.
9. The request to remove a memorial form will then be completed by the contractor and submitted to the authorised officer.

Appendix 16

CEMETERY MEMORIAL SAFETY INSPECTION PLAN

Recording accurately is an essential part of memorial inspection and the results of inspections/actions must be noted on the sheets provided and/or entered into the handheld computer for later inclusion on Wandsworth's BACAS software system.

RECORDING

The recording sheet will show: (example provided as Appendix 17)

- a When the inspection was carried out and by whom.
- b The individual grave mark.
- c General classification of type of memorial (see note below).
- d Classification of the hazard (see note below).
- e What action has been taken.
- f Re inspection category

MEMORIAL TYPE CLASSIFICATION

Type 1 – These are large, either because of their bulk or height. Any more than 3m (10ft) above surrounding ground level are Type 1. Generally these are older memorials and opportunities for accurately identifying problems are likely to be limited. Large monolith type memorials will involve checking for erosion, cracks, and if the structure is leaning. Activity will be confined to noting potential dangers for future investigation and the erection of suitable warnings.

*Type 2 – These are found mainly in the lawn sections and will have been erected since 1970. Restriction on height and size – generally less than 1.2 m (4ft) high. – mean the potential risk is less than for the larger **Types 1** and **3**. But the collective risk may be greater; it is likely that significant numbers of lawn memorials will be unstable because of construction methods adopted over the past 35 years. An opportunity for identifying and dealing immediately with dangers is likely to be highest in this category.*

Type 3 – These are the remainders(between 1.2 m – 3m high). The age span will be considerable – from some of the earliest in the burial ground up to around 1970. There are a number of sub-types, for example:

Ground founded monoliths – one-piece headstones set directly into the ground and of a size and weight greater than **Type 2**. Look out for footstones that may be loosely propped up or if the structure is leaning. It should be remembered however that many of these types of memorials were constructed at the turn of the last century and at the time the method was to insert one third of the structure below ground level. Therefore you will find that although these headstones are leaning this is usually due to natural ground movement over the years as opposed to the structure being unstable.

Headstones forming part of a kerb surround to a grave, sometimes set into the ground or sitting on a base comprising part of the kerb set, or on a foundation slab. A variety of fixing methods may have been employed.

Multi-unit monuments. Examples are headstones standing on a narrow plinth and base, or masonry cross elevated on a single or layered plinth. (where a cross is referred to here, it should be understood that other forms of memorial such as urns or angels, may be similarly considered). There are many of these types of memorials situated within Wandsworth's cemeteries and potentially pose a danger to visitors. **Part of the initial inspection programme will be to focus on these types of memorials**

Note: During inspection you may come across loose or mis-placed kerbs at ground level. These represent a tripping hazard and remedial work will need to be actioned to make safe the potential hazard.

RISK CATEGORY CLASSIFICATION

CAT A hazards are real and immediate and the danger will be, if practical, removed during the inspection. Otherwise the area should be identified as a hazard and warning signs erected and the area cordoned off. This should be reported at the time of inspection for remedial action to be taken immediately.

CAT B hazards are real and immediate but the danger will NOT be removed during the inspection; warning signs will be erected and the area cordoned off.

CAT C hazards are where there is obvious displacement of alignment but application of a substantial push test has not induced further movement.

CAT D hazards are where a visual inspection indicates a likely problem due to deterioration of internal structure/fixings. Inspection, by an expert to take place as soon as possible.

CAT E hazards are where it has been impossible to carry out either a visual inspection or a push test (perhaps due to undergrowth) and where any of the above hazards may exist. Cat D hazards are likely to involve groups of graves and it will be sufficient to record the groups and where necessary a photograph can be taken of evidence of the area. Warning signs should be posted.

THE ASSESSMENT PROCEDURE

The testing process comprises two components – a visual inspection and a push-test. The push test should NOT be applied to the very large, old **Type 1** monuments. Circumstances may dictate that only a visual inspection may be carried out on some **Type 3** memorials. There will be cases where neither test can be applied.

Visual inspection should be carried out from an appropriate distance to ascertain:

- 1 Any obvious movement in any direction from the original vertical alignment. (it may be worthwhile measuring the angle of alignment and compare this with subsequent inspections to assess if there has been any further movement).

- 2 From a closer but still safe distance, examine for any signs of wear or instability. This will include any evidence of decay of the masonry, e.g. physical erosion, cracking or flaking, loss of pieces.

Examine at and just below ground level where softer sandstone's that have been set in the ground for a long time may be eroded, corroded and weakened.

Look for evidence of weakening of original fixings, displacement of parts of the structure and joints. In some cases the fixing pins may be visible.

Weather, weed growth, shrubs, self sown saplings, soil erosion, subsidence etc may all have served to displace parts. Where undergrowth has been cleared displacement should be visually obvious. Where undergrowth is too dense for a visual inspection this is sufficient reason to record the necessity for closer examination at a later time.

In the case of the larger, but shorter, **Type 1** monuments try and find a vantage point where you can visually inspect the top of the memorial. Binoculars should be used when appropriate.

Also look carefully to see what monuments are standing on. Is there evidence of movement in the surrounding base, or of a vault or walled grave.

Most **Type 2** lawn memorials will not offer much evidence to a visual inspection. However, pay particular attention to the size of the foundation slab, the degree of its exposure and of course any movement from it's original upright setting.

The relative mass of the foundation slab and/or sub base in some **Type 2** memorials may be small compared with the total mass of the structure. On inclines, or where they are set close to the edge of disturbed ground, and there is exposure of the sub base, some instability is quite likely. In these cases the instability may be in the whole structure including plate, plinth, and sub base/foundation.

In other cases joints may have opened as cement deteriorated, or been pushed apart by plant growth, making component parts insecure.

In the case of **Type 3** memorials of the cross and plinth variety, look carefully for any signs of displacement of the joint between the cross and the top plinth layer. A male/female socket joint may fix the components by a pin, or more commonly a male female socket joint.

There is ample evidence in many cemeteries to show that water penetration and freezing can result in the full or partial fracture of the male section at the base of the cross. When this has happened, the cross, is effectively free-standing under gravity. There may be no obvious evidence but often the slightest signs of movement or opening of the joint will be warning of an internal fracture.

Often there will be no visible signs that the cross is free standing. Sometimes it may be firmly fixed to the top plinth layer but those underneath unstable. In these cases the combined, unstable weight of cross and plinth(s) can be considerable.

However the most common fault found with this particular type of memorial is where the components have been secured with a layer of mortar. This over the years leads to the mortar becoming brittle and therefore makes the memorial unstable.

THE PUSH TEST COMPONENT

Although a visual inspection is necessary, this will not always reveal an unsafe condition. If there remains any doubt a push test should be applied.

A common sense approach has to be applied to this element of the inspection. Very gentle, fingertip pressure will in some cases induce movement. It makes sense to start very gently and gradually increase the force applied, being prepared to back off if any movement is felt or seen.

The intention is to apply the test in such a way as to avoid damage to the memorial or recklessly loosen its fixings. The method may comprise of a push/pull action while firmly gripping the memorial. In this way, if instability is detected, there is a good chance that the memorial can be held, returned to its original position and temporarily “stabilised”.

The optimum amount of force required to establish whether a memorial is dangerous, or may safely be left in place after an inspection, is open to debate. An instrument to apply a measured force has recently been introduced to the U.K called a Topple Tester and this instrument provides the means to apply a measured force and has been especially calibrated for this purpose. However there is strong opinion that this type of test is too rigorous a method too identify if a memorial is unstable .In fact some local authorities have been subject to criticism from the public complaining that they have in fact caused the memorial to become unstable.

If a push test is applied without using a calibrated instrument, the inspector should be satisfied that a reasonable force is used for the purpose intended. It may be important to prove that excessive force was not used, or that a memorial had not been left in a dangerous condition after an inspection.

AVOID UNNECESSARY DAMAGE

Should it be necessary to lay down the memorial, this should be done in a way that avoids unnecessary damage to the memorial by carefully and safely lowering it to the ground.

Only a small movement detected during the push test can render the memorial immediately unsafe. Considerable weight can be involved. Should a memorial unexpectedly start to fall attempts to save it at all costs should not be contemplated.

Personal safety is more important than damage to a memorial.

It must be emphasised that the push test is potentially hazardous. Likely directions of fall must be considered. Where a visual inspection indicates a problem – anticipate the likely result of the test. Where a memorial has passed the visual inspection – still anticipate. **Beware of complacency.**

In the case of **Type 2**, lawn memorials, gentle pressure should be enough to determine any instability. Application of a careful amount of additional pressure should identify whether the instability is within the structure or comprises the whole unit including foundation/sub base.

The degree of force to be applied is subjective and difficult to quantify. The National Association of Memorial Masons recommends 70kg (700N) should be withstood. (See

Sections 5 & 6). However, instability can be indicated at much lower forces in some cases. Care must be exercised to not use undue force, and arguably thereby render a stable memorial unsafe. Rocking must be avoided.

The test is not to establish whether the memorial would withstand a determined attack by vandals. But it should be safe under normal conditions of use. And it should be expected children may play among the monuments and people tending graves may lean on them for support.

With **Type 3** memorials the circumstances vary and different degrees of pressure may be necessary. Leaning on a larger memorial for support is less likely, but the possibility of a child climbing on it has to be considered. A rule of thumb would be to apply equivalent pressure at the highest point that an agile child might be expected to reach.

RECORDING AND ACTION

Having identified an actual or potential danger, it will be necessary to record the fact, classify the urgency involved and if considered immediate, take action. Depending on the circumstances, that action will be either to remove the danger or to provide warning/protection to the public.

It is very important that the task is approached methodically.

- a **Visually inspect the site and the memorial.**
- b Identify the memorial and its location.
- c Apply the push test
- d Classify the degree of urgency and either lay down or support the memorial and place warnings.
- e Fill in record sheet/record information on hand held computer

LOWERING/LAYING DOWN

Having identified an unstable memorial, assess what assistance you will need depending on the weight and complexity of the memorial. Err on the side of caution. Even modest sized memorials can be too heavy for one person to handle. **Remember personal safety comes first.**

WARNINGS

The need for warning precautions to be posted arises in four circumstances:

- 1 When a memorial has been laid flat, warnings should be displayed explaining what has been done and why, that the owners should not re-erect it themselves and that there is a trip hazard on the ground.
- 2 Because the memorial is too large to be dealt with without further assistance or equipment.
- 3 When a temporary securing device has been fitted.
- 4 The degree of instability is not a sufficient danger to warrant immediate lowering, and relatives are being contacted.

If the memorial is of only modest size, and located some distance from a path or walkway, it may be sufficient to wrap it with hazard warning tape and place a warning notice in a conspicuous position.

If the memorial is large or located close to a path or walkway, the area should be cordoned off with warning tape strung from stakes, and warning signs placed in prominent positions.

Each memorial must be dealt with fully before moving on.

There is also the risk that the recording process may become erratic. Time is not the most important factor. If mistakes are made in the initial recording it will be necessary to go back and re-check. Working carefully and methodically will in the end, be the most efficient way.

NOTIFICATION OF FINDINGS

Following the inspection, details of the grave will be recorded and an attempt will be made to contact the registered grave owner. The process is both costly and time consuming and reports from other burial authorities show that the registered grave owner cannot be traced in connection with most old memorials. Therefore take this into account as part of the inspection process. Should the grave be very old and it is clear that the grave isn't maintained then the most practical course of action would be to make a note on the burial register as to what action was taken. If it is considered likely that contact can be made then a letter will be sent to the owner.

SAFETY CONSIDERATIONS

In carrying out this task, the serious potential dangers that exist have to be recognised. Detailed safety procedures are dealt with below, but it should be remembered that personnel have a duty to themselves and to colleagues, to minimise inherent risks at all times.

Visual inspection can be very misleading. In many cases masonry structures of considerable weight and height and varying ages, will have to be approached quite closely. Extreme caution must be exercised.

There are unlikely to be records of the methods of construction of any memorials, or of the methods of fixing. Experience has shown that visual inspection offers few clues as to the effects of erosion/corrosion over as long as 100 years. The fact that a memorial has stood for so long is no reason to suppose that it is currently in a stable condition.

EQUIPMENT

- 1 Protective footwear must be worn at all times along with standard issue protective clothing. When handling memorials wear protective gloves.
- 2 When masonry is above head height, hard hats must be worn.
- 3 All need to carry a radio, walkie talkie or mobile phone (depending on local transmission conditions). They must be charged and operating before work commences. Inspection teams should make contact with the Base Station at half-hour intervals.

- 4 Specialist equipment or lifting gear is not intended to be used during the primary audit; only simple equipment to assist in the lowering of simple items of masonry will be used. However, other equipment will be required to provide warnings and make the record.
- 5 Following is a check list for the appropriate equipment to carry out the inspection audit:
- Wheelbarrow(s)
 - Radios/mobile phones
 - Hard hats, gloves, goggles
 - Plank(s), straps
 - Stakes, barrier tape
 - Make-safe device(s)
 - Hazard warning tape
 - Hazard warning signs
 - Hammers, - hand & sledge
 - Cemetery maps
 - Camera case containing camera, lenses, spare and used rolls of film, marker pen (for rolls)
 - Record sheets, clipboard and pens
 - Identification marker board, marking pens and wiping cloth
 - Measuring rod
 - Binoculars

Ref. Safety in Burial Grounds – The Association of Burial Authorities
The Management of Memorials – IBCA

Appendix 17

Cemetery Memorial Inspection Form.

Action priority

1. Immediate attention
2. Re-inspect in one year
3. Re-inspect in three years
4. Re - inspect in five years

CEMETERY..... SECTION.....

Grave No	Surname	Faults	Type						Action to be taken	Re- inspection category
				A	B	C	D	E		

Inspected by:-

Date:-

Appendix 18

PERFORMANCE QUALITY STANDARDS TABLE

Cricket squares			
Performance standard	Quality standard		
	High	Standard	Basic
Structural quality			
A – Herbage			
i) length of herbage a) during the growing season b) during the non-growing season	a) 6 – 10 mm b) 8-13 mm	a) 8-12 mm b) 13-18 mm	a) 8-14 mm b) 16-25 mm
ii) bare area a) total area b) diameter of any individual bare area	a) max 5% b) max 25 mm	a) max 10% b) max 25 mm	a) max 20% b) max 40 mm
iii) total ground cover	Min 95%	Min 90%	Min 80%
iv) desirable grass species	Min 90%	Min 80%	Min 60%
v) poa annua	Max 10%	Max 15%	Max 30%
vi) other undesirable grass species	nil	Nil	Max 10%
vii) weeds – large leaved	nil	Nil	nil
viii) weeds – small leaved	nil	Max 2%	Max 5%
ix) moss	nil	nil	nil
x) algae and lichen	nil	nil	nil
B - Pests and diseases			
i) diseases	nil	nil	Nil
ii) earthworms	nil	Max 2%	Max 6%
iii) pests	nil	nil	nil
C – Profile			
i) root depth	Min 150 mm	Min 100 mm	Min 75 mm
ii) thatch depth	nil	nil	Max 2%
iii) rootzone medium (of appropriate clay loam)	Min 150 mm	Min 100 mm	Min 75 mm
iv) rootzone particles a) clay content b) total quantity of soil particles below 0.125 mm diameter	a) min 28% b) min 90%	a) min 28% b) min 85%	a) min 25% b) min 80%
v) soil strength: to be within	70 -100 kg	60 – 70 kg	45 – 60 kg
vi) evenness, max variation: 2 m straight edge, or, 0.5 m straight edge	4 mm	8 mm	10 mm 6 mm
vii) hydraulic conductivity: (measured during the autumn-winter period)			
viii) soil pH	5.5 – 7.0	5.5 – 7.0	5.5 – 7.0
ix) soil nutrient level: P ₂ O ₅	Index 2	Index 2	Index 2
x) soil nutrient level: K ₂ O	Index 2	Index 2	Index 2
xi) organic matter	between 2% and 10% %	between 2% and 10% %	between 2% and 10% %
xii) gradient a) length ways b) across the pitch	a) 1:100+ b) 1:70 – 1:90	a) 1:100+ b) 1:70 – 1:90	a) 1:100+ b) 1:70 – 1:90
Presentational quality			
i) appearance	100% uniform texture	Min 90% uniform texture	Min 70% uniform texture
ii) surface debris	nil	nil	Nil
iii) sward colour	100% uniform	90% uniform	70% uniform

Cricket pitch			
Performance standard	Quality standard		
	High	Standard	Basic
Structural quality			
A – Herbage			
i) length of herbage to be within	2 – 3 mm	4 – 5 mm	6 – 7 mm
ii) total ground cover	a) 40%	a) 60%	a) 70%
a) maximum	b) 25%	b) 30%	b) 50%
b) minimum			
iii) weeds – large leaved	Nil	Nil	nil
iv) weeds – small leaved	Nil	nil	Max 5%
v) moss	Nil	nil	nil
vi) algae and lichen	Nil	nil	nil
B - Pests and diseases			
i) diseases	Nil	nil	Nil
ii) earthworms	Nil	nil	Max 2%
iii) pests	Nil	nil	nil
C – Profile			
i) root depth	Min 125 mm	Min 100 mm	Min 75 mm
ii) thatch depth	Nil	nil	Max 2%
iii) soil strength: to be within	Min 70 kg	Min 60 kg	Min 45 kg
iv) evenness (max variation):			
a) 2 m straight edge, or,	4 mm	8 mm	10 mm
b) 0.5 m straight edge	3mm		6 mm

Note - Root depth may suffer due to the work that is undertaken in the preparation of the square and pitches. However, the majority of root growth occurs outside the cricket season and it is reasonable to expect a similar depth of root when compared with the PQS for the cricket square.

Presentational quality			
i) appearance	100% uniform texture, no striping	90% uniform texture, no striping	70% uniform texture, no striping
ii) surface debris	Nil	nil	Nil
iii) sward colour	100% uniform	90% uniform	70% uniform
iv) width of pitch markings	Min 12 mm Max 18 mm Uniform throughout	Min 12 mm Max 18 mm Uniform throughout	Min 12 mm Max 25 mm Uniform throughout
v) visibility of pitch markings	Visible from a min 25 m	Visible from a min 22 m	Visible from a min 20 m
Playing quality			
i) vertical ball bounce	between 16-21 %	between 11-16%	between 8-11 %
ii) traction	Min 25 Nm	Min 20 Nm	Min 20 Nm
iii) disintegration of the surface	Nil	nil	Max 2%
iv) surface evenness (disturbance) under a 0.5 m straight edge	Nil	Max 2 mm	Max 4 mm
v) spin	Min 400 mm	300-450 mm	200-350 mm
vi) hardness	Min 400 gravities	Min 300 gravities	Min 200 gravities

Cricket outfield			
Performance standard	Quality standard		
	High	Standard	Basic
Structural quality			
A - Herbage			
i) length of herbage a) during the growing season b) during the non-growing season	a) 8-14 mm b) 10-18 mm	a) 12-20 mm b) 16-25 mm	a) 16-25 mm b) 18-38 mm
ii) bare area a) total area b) diameter of any individual bare area	a) max 5% b) max 25 mm	a) max 10% b) max 50 mm	a) max 20% b) max 75 mm
iii) total ground cover	Min 95%	Min 90%	Min 80%
iv) desirable grass species	Min 70%	Min 50%	Min 35%
v) poa annua	Max 10%	Max 20%	Max 25%
vi) other undesirable grass species	Max 15%	Max 20%	Max 25%
vii) weeds – large leaved	nil	Nil	Max 3%
viii) weeds – small leaved	nil	Max 2%	Max 8%
ix) moss	nil	Max 5%	Max 10%
x) algae and lichen	nil	nil	Nil

Heights greater than 25 mm would primarily be used where a cricket outfield is used as a football pitch during the autumn, winter and early spring. Where an outfield is used as a hockey pitch during the same period then the height would typically be 12 to 18 mm.

B - Pests and diseases			
i) diseases	nil	nil	Max 5%
ii) earthworms	nil	Max 5%	Max 10%
iii) pests	nil	nil	Nil
C – Profile			
i) root depth	Min 150 mm	Min 100 mm	Min 75 mm
ii) thatch depth	Max 10 mm	Max 12mm	Max 15 mm
iii) rootzone medium	Min 200 mm	Min 150 mm	Min 100 mm
iv) rootzone particles less than 0.125 mm diameter	Max 15%	Max 20%	Max 25%
vi) evenness: 2 m straight edge, or 0.5 m straight edge	Max variation 10 mm 6 mm	Max variation 15 mm 8 mm	Max variation 20 mm 10 mm
vii) hydraulic conductivity:	Min 15 mm per day	Min 10 mm per day	Min 2 mm per day
viii) soil pH a) perennial ryegrass dominant outfield b) festuca/agrostis dominant outfield	a) 6.0 – 7.0 b) 5.0 – 6.0	a) 5.8 – 7.5 b) 5.0 - 6.5	a) 5.8 – 7.5 b) 5.0 – 6.5
ix) soil nutrient level: P ₂ O ₅ a) perennial ryegrass dominant outfield b) festuca/agrostis dominant outfield	a) Index 2 b) index 1	a) Index 2 b) index 1	a) Index 2 b) index 1
x) soil nutrient level: K ₂ O	Index 2	Index 2	Index 2
xii) gradient (fall to be away from the cricket square)	1:70 – 1:100	1:70 – 1:100	1:60 – 1:100

Note – the fall away from the square must be at least equal to but ideally greater than the actual fall on the square itself. This is to encourage surface drainage away from the square.

Cricket outfield			
Performance standard	Quality standard		
	High	Standard	Basic
Presentational quality			
i) appearance	100% uniform texture	Min 90% uniform texture	Min 70% uniform texture
ii) surface debris	nil	nil	Nil
iii) sward colour	100% uniform	90% uniform	70% uniform
iv) Visibility of boundary markings	Visible from a min 50 m	Visible from a min 40 m	Visible from a min 30 m
v) Width of boundary markings (if lines are used), uniform throughout	Min 25 mm Max 50 mm	Min 25 mm Max 50 mm	Min 25 mm Max 50 mm
Playing quality (primarily based on football pitch Performance Quality Standards)			
i) vertical ball bounce	Between 32% and 43 %	between 25% and 45%	between 20% and 55%
ii) traction	Min 40 Nm	Min 30 Nm	Min 20 Nm
iii) hardness	Between 65 and 120 gravities	Between 50 and 150 gravities	Between 30 and 200 gravities
iv) ball roll	Between 7 and 10 m	Between 4 and 12 m	Between 2 and 16 m

This test would be adapted to measure the width of the line.

Appendix 19

Specifications for the production and supply of seasonal bedding plants

Specifications for the production and supply of a range of high quality spring and summer bedding plants.

These detailed specifications shall apply in the event that the Council approves the option referred to in paragraph 3.1.1 of the Contract Specification

The details provided include:

1. General Provisions
 2. Plant Specification – General
 3. Plant Specification - Detailed
1. General Provisions
 - 1.1 The Contractor shall note that the actual numbers, and species of plants required may be adjusted by the Authorised Officer at any time. The actual numbers and species required for each planting season will be specified by the Authorised Officer in his written instruction. The effect of such adjustments may be to increase or decrease the numbers of plants and payments will be adjusted accordingly by reference to the Contractors tendered prices.
 - 1.2 The Contractor shall provide the Authorised Officer with his programme of plant production within one month of receipt of Authorised Officers written instruction. The programme shall clearly demonstrate the Contractors ability to meet the Authorised Officers specified delivery and planting schedules.
 - 1.3 The Contractor shall submit to the Authorised Officer, for his approval prior to use, the details of the sources of plant seeds, cuttings, bulbs, corms and tubers and other horticultural and ancillary materials to be used in the production of the specified bedding plants. All such materials shall be of good stock supplied from reputable companies.
 - 1.4 The range of species and varieties together with the quantities of each shown in the Detailed Plant Schedule are those used in the 2012 planting seasons and are provided for the Contractors guidance only. As noted at 1.1, numbers and species may be adjusted at any time.
 - 1.5 The Contractor shall have taken account of all of the requirements of the Specification when pricing for the supply of seasonal bedding plants.

2 Plant Specification – Bedding and Bulbs - General (both seasons)

- 2.1 The species, varieties, colours and other details are given in paragraph 3 the “Plant Specification – Detailed” and the numbers of plants, by species and variety are given in the “Detailed Plant Schedules”.
- 2.2 The Contractor shall ensure that each plant tray shall be clearly identified by means of a label giving the species and variety name so contained. In the case of bulbs the Contractor shall ensure that bulbs are securely packed in nets and boxes to be clearly marked with the species, type and number of bulbs packed therein.
- 2.3 All bulbs are to be delivered during the first two weeks of October and available for planting by no later than mid October.
- 2.4 The Contractor shall ensure that all plants supplied shall be true to the name and type indicated on the plant tray label or the bulb packaging.
- 2.5 The Contractor shall ensure that all plants supplied shall be of the highest cultural standard, of the sizes and, in the case of bedding plants, the habit and flowering condition specified, of uniform sizes and at time of delivery free from all pests, diseases and damage.
- 2.6 With the exception of the plant requirements for hanging baskets all bedding plants shall be supplied in their original “growing on” containers whether pots or multi cell packs.
- 2.7 Multi cell packs shall be of the same outer dimension as a standard seed tray, divided internally into 6, 9, 12, or 18 cells as specified. Multi cell packs shall be individually divided to the full height and width of each cell and each pack shall contain the full number of healthy/useable plants.
- 2.8 In the case of individual pots these shall, for delivery purposes, be packed in handling trays.
- 2.9 The Contractor shall ensure that all plants are watered sufficiently prior to delivery to ensure their best condition at delivery, and that application of balanced fertilisers are made where such treatments are appropriate.
- 2.10 The Contractor shall ensure that all plants shall have been thoroughly “hardened off” so as to minimise the risk of damage by frost, cold winds or strong sunlight when planted out. Plants shall be in such a condition as to have a reasonable expectation of giving a good flower display once planted out.
- 2.11 The Contractor shall be expected to liaise closely with the Authorised Officer at all stages of production so as to ensure that the plants when delivered are to the required standards and to the full satisfaction of the Authorised Officer.
- 2.12 The Contractor shall ensure that plant production is programmed and controlled in such a way that plants are not forced to attain their required sizes at any time.

- 2.13 The Detailed Plant Schedule indicate the full range of plant species or varieties required by the Authorised Officer. Substitution of species or varieties shall not be allowed except with the express, written approval of the Authorised Officer. Such approval must be sought and obtained by the Contractor prior to his making any substitution for whatever reason.
- 2.13 The Contractor shall keep detailed production records for all plants and in particular he shall keep full records of all Chemical and Pesticide treatments. In the case of such treatments the Contractor shall seek and obtain the Authorised Officer's written approval before the application of such treatments. All production and treatment records so kept by the Contractor shall be kept readily available, by him, for inspection by the Authorised Officer.

Plant Specification - Detailed

3.1 Spring Bedding

Species	Container Size	Plant Details
Aubretia	10cm	Well grown, compact plant, 5 to 7.5cm. high.
Bellis	10cm	Well grown, compact plant, 7.5 to 10cm. high.
Myosotis	10cm	Well grown, compact plant, 7.5 to 10cm. high.
Pansy	10cm	Well grown, compact plant, 7.5 to 10cm. high.
Polyanthus	10 cm	Well grown, compact plant in bud, not breaking flower, 10 to 12.5cm. high.
Wallflowers	Open ground/ field grown	Well grown, bushy plant, in bud, 20 to 25cm. high. Root well developed and damp on delivery.

3.2 Summer Bedding

Species	Container Size	Plant Details
Abutilon Thompsonii	3 litre	Well grown, compact plant, 60 to 80cm. high
Begonia, tuberous	10cm. pot	Well grown, compact plant, breaking bud, 10 to 12.5cm high.
Begonia semperflorens	6 cells	Well grow, compact bushy plant, 7.5cm. high
Calocephalus	10cm. pot	Well grow, compact bushy plant, 7.5cm. high
Canna	4 litre	Well grown, multi-stemmed plant, 30 to 45cm. high.
Chlorophytum	10cm pot	Well grown, compact bushy plant, 15cm. high.
Cineraria	6 cells	Well grown, compact plant for use as main bedding plant, 10 to 12.5cm. high.
Cleome	1 litre	Well grown, compact plant, 30 to 45cm. high.
Coleus (e.g Kong Rose)	13cm. pot	Well grown, compact plant, 12.5cm. high.

Coleus Wizard	10cm. pot	Well grown, compact plant, 7.5cm high.
Cordyline	4 litre	Well grown, compact plant, 30 to 45cm. high.
Eucalyptus	3 litre	Well grown, compact plant, 60 to 80cm high.
Geranium Horizon Series	10cm. pot	Well grown plant, well formed, breaking bud, 15cm. high. Plants to be treated as appropriate with growth retardant.
Impatiens (SunPatiens)	1 litre	Well grown, compact plant, breaking bud, 20 cm. high.
Ipomeae Sweetheart Purple	10cm. pot	Well grown, compact plant, 7.5 cm. high.
Lantana tucano	10cm. pot	Well grown, compact plant, 7.5 cm. high.
Lobelia (e.g. Crystal Palace)	6 cells	Well grown, compact, bushy plant, in bud (not breaking) 7.5cm. high.
Marigold - African	10cm. pot	Well grown, compact plant, in bud, 20cm high.
Musa/Ensete	4 litre	Well grow, compact plant 60 to 80 cm. high
Petunia Easywave	10cm. pot	Well grown, compact plant with good side shoots, 7.5 to 10cm high.
Ricinus	3 litre	Well grown, compact, bushy plant, 30 to 45cm high.
Rudbeckia	1 litre	Well grown, compact plant, in bud, 20 cm. high.
Salvia Farinacea (type)	1 litre	Well grown, compact plant 15 to 20cm high.
Verbena rigida (venosa)	6 cells	Well grown, compact plant true to habit and colour, 10 to 15cm high.
Zinnia	10cm. pot	Well grown, compact plant 7.5 cm. high

3.3 Spring Flowering Bulbs

Species	Bulb Size (cms)
Daffodil and Nacissus	DN1/12up (except where individually specified)
Narcissi	10/12 (except where individually specified)
Narcissus Tete a Tete (and similar)	9/10
Crocus – large flowered	9/10
Crocus - specie	5/6
Chionodoxa/Galanthus/Muscari/Scilla	5/6
Tulip (all varieties)	11/12

3.4 Hanging Baskets

- 3.4.1 Generally 22 of these are required, each of approximately 50cm diameter, constructed of plastic coated wire. The Contractor shall line the baskets using a suitable, organic liner of a type agreed by the Authorised Officer. The Contractor shall fill the basket with a suitable growing medium containing appropriate quantities of water retention agents (Broadleaf P.4 or similar), slow release fertiliser in granular or encapsulated form (Ficote or similar) and other agents for general soil conditioning (Perlite or similar). Use of such agents, to be provided by the Contractor, shall be subject to the prior approval of the Authorised Officer.
- 3.4.2 The Contractor shall plant the baskets using suitable plant varieties, agreed by the Authorised Officer not less than 3 weeks before the specified delivery date.
Note: Petunia surfina varieties shall not be used.
- 3.4.3 The Contractor shall plant the baskets in such a way as to produce a flower display of full, bright and vigorous colour throughout the particular flowering season.
- 3.4.4 The general production requirements in respect of these plants are as defined in paragraph 3.1 and 3.2 (as appropriate); Plant Specification – Detailed, for the particular species/varieties.

4 Plant Schedules

4.1 The plant species and numbers provided in the table below are those used in 2012 (Spring and Summer) and are provided for guidance only

Spring Bedding 2012		Summer Bedding 2012	
Aubretia Cascade Mixed	150	Abutilon Thompsoni	27
Bellis Carpet Pink	1155	Begonia Non Stop Appelblossom	1260
Bellis Carpet White	3480	Begonia Non Stop Apricot	930
Bellis Tasso Deep Rose	1740	Begonia Non Stop Pink	885
Bellis Tasso Mixed	4200	Begonia Non Stop Red	270
Bellis Tasso Strawberries & Cream	750	Calocephalus Silver Sand	390
Bellis Habanera White / Red Tips	990	Canna Red King Humbert	20
Myosotis Royal Blue	3600	Chlorophytum	5780
Pansy Matrix Citrus Mix	765	Cineraria Silver Dust	690
Pansy Matrix Mixed	1185	Cleome Seniorita Rosalita	138
Pansy Matrix Raspberry Sundae	885	Coleus Kong Rose	52
Pansy Matrix Yellow		Cordyline australis	20
Polyanthus Crescendo Bellarosa	6150	Ensete maurellei	14
Polyanthus Crescendo Blue	2295	Eucalyptus globulus	112
Polyanthus Crescendo Golden	4830	Geranium Lavender	8880
Polyanthus Crescendo Mixed	6615	Geranium Violet	8310
Polyanthus Crescendo Primrose	4935	Ipomoea Sweetheart Purple	510
Polyanthus Crescendo White	330	Lantana Tucano	405
Polyanthus Crescendo Wine	1875	Lobelia Fan Scarlet	16
		Marigold Perfection Gold	665
		Petunia EasyWave Blue	1453
		Petunia EasyWave Red	1365
		Ricinus Carmencita	31
		Ricinus Zanzibarensis	20
		Rudbeckia Cherry Brandy	225
		Salvia Fairy Queen	390
		SunPatiens Magenta	1848
		SunPatiens Orange	112
		SunPatiens White	1288
		Verbena rigida	1095
		Zinnia Profusion Fire	1200
		Zinnia Zesty Scarlet	1140
Totals	45930		39541

Plus 22 fully planted hanging baskets for each season.

- 4.2 The bulb species and numbers provided in the table below are those used in 2012 and are provided for guidance only

Spring Flowering Bulbs – floral bedding areas (2012)	Numbers
Tulip – Single Early – Apricot Beauty	2000
Tulip – Single Early – Mickey Mouse	2550
Tulip – Fosteriana Candela	2000
Tulip – Fosteriana Madam Lefeber	2000
Total	8550
Spring Flowering Bulbs – Naturalising (2012)	Numbers
Crocus – large flowered	3000
Crocus – Specie	3000
Chionodoxa	500
Galanthus	1000
Muscari	500
Scilla	1000
Narcissus – specie	10000
Narcissus – Tete-a-Tete	1000
Total	20000

Appendix 20

Sports Bookings Income - Summer 2007 to Winter 2011/12 (inclusive)										
SPORT\YEAR	Summer 2007 (£'s)	Winter 07/08 (£'s)	Summer 2008 (£'s)	Winter 08/09 (£'s)	Summer 2009 (£'s)	Winter 09/10 (£'s)	Summer 2010 (£'s)	Winter 10/11 (£'s)	Summer 2011 (£'s)	Winter 11/12 (£'s)
Football		86387		95188		102230		116202		161873
Rugby		8495		11894		11832		10200		16553
Cricket	29739		31384		33958		30575		42165	
Touch Rugby	1879		4171		1148		6387		6462	1200
Bowls	2846		2820		2176		2272		2395	
Other (summer)	14860		20347		17572		28956		30582	
Other (winter)		0		5738		7801		11525		11496
Sub Total £	49324	94882	58722	112820	54854	121863	68190	137918	81604	191122
Year Total £		144206		171542		176717		206108		272726
Note: totals include KGP and Roehampton income										

APPENDIX 21

SPORTS PITCH CHARGES FOR 2012/13 (and the two previous years)

NOTES

- 1 All prices include VAT at 20% (2011)
- 2 VAT does not have to be paid if advance payment for the whole season's booking (minimum 10 games) is made at least two weeks before the first game, and provided that the intervals between games exceed 24 hours and do not exceed 14 days, and are on the same site,
- 3 Approved youth organisations are charged at 80% cost,
- 4 Private schools pay the normal booking rates,
- 5 Lost key charges – the charge shown plus all related costs incurred as a result of the key loss, ie, repair/replacement of locks – will be payable by the home team, ie, the team that made the booking.

BOWLS - all greens	2010/11	2011/12	2012/13
Casual play per person per session	1.95	2.10	2.20
Season ticket - for use on all greens			
- Standard rate	64.00	68.45	72.10
- Senior citizens, under 18s, and disabled	32.	34.20	36.00
Block booking fee	13.30	14.25	15.00
Woods and slips per session	0.80	0.85	0.90
Wandsworth Blind Bowling Club use of King George's Park Bowling Green	FREE	FREE	FREE

Facility/Service	2010/2011			2011/2012			2012/2013		
	Sat/mid week	Sun am	Sun pm	Sat/mid week	Sun am	Sun pm	Sat/mid week	Sun am	Sun pm
FOOTBALL per match									
All pitches, all sites	47.40	63.40	57.50	50.70	67.80	61.50	53.50	71.50	65.00
Junior pitches	12.80	14.90	14.90	13.70	15.95	15.95	14.40	16.80	16.80
Goal nets, erecting and dismantling	17.00	17.00	17.00	18.20	18.20	18.20	19.25	19.25	19.25

Facility/Service	2010/2011		2011/2012		2012/2013	
	Sat/mid week	Sun	Sat/mid week	Sun	Sat/mid week	Sun
ROUNDERS per hour	19.15	24.55	20.50	26.25	21.70	27.75
LACROSSE per session Wandsworth Common	32.45	42.60	34.70	45.55	36.50	48.00
MISCELLANEOUS CHARGES per hour						
General games area	9.10	11.65	9.75	12.45	10.30	13.10
CHANGING FACILITIES						
Football/rugby	12.75	14.90	13.65	15.95	14.40	16.80
Cricket - afternoon	15.45	17.50	16.55	18.75	17.50	19.75
Cricket - full day	16.50	19.10	17.65	20.45	18.60	21.50
Cricket - evening	14.90		15.95		16.80	
Lost key charges *see note	36.20	36.20	38.70	38.70	41.00	41.00
Note: in addition to the "Lost Key Charge" the "home" team shall be liable for all costs incurred as a result of the loss of the key i.e the repair or replacement of locks, provision of additional keys for replacement locks etc						
RUGBY (per match) Garratt Green and Wandsworth Common	53.20	48.50	56.90	51.85	60.00	54.50
Battersea Park	56.00	50.50	59.90	54.00	63.00	57.00
TOUCH RUGBY (per match)	36.00	36.00	38.50	38.50	40.75	40.75
SOFTBALL per match						
All Sites - afternoon	36.75	43.70	39.30	46.75	41.50	49.50
- Full Day	43.70	48.50	46.75	51.85	49.50	54.50
- Evening	35.20	-	37.65	-	39.60	-
CRICKET						
Education sites						
Afternoon match	46.80	51.70	50.05	55.30	52.70	58.50
Fully day match	62.30	69.20	66.60	74.00	70.30	77.80
Evening match	42.00	-	44.90	-	47.30	-
Battersea Park						
Cricket nets per net per hour	4.55	4.55	4.90	4.90	5.15	5.15
Other sites						
Afternoon match	37.20	41.50	39.80	44.40	42.00	47.00
Fully day match	45.20	52.20	48.35	55.85	51.00	59.00
Evening match	34.00	-	36.35	-	38.30	-
King George's Park, Wandsworth Common Battersea Park and Wandsworth Park						

Wandsworth Council Schools

Facility/Service	2010/2011	2011/2012	2012/2013
FOOTBALL, RUGBY AND HOCKEY			
Per hour	15.45	16.00	17.00
With changing facilities	26.60	27.50	29.00
ATHLETICS			
Per class per hour	17.00	17.50	18.50
GENERAL GAMES			
Per hour	6.90	7.20	7.60

JUNIOR FOOTBALL(hard surface)			
Per hour	9.00	9.40	9.90
NETBALL			
Per court per hour	8.50	8.90	9.40
ROUNDERS			
Per hour	16.50	16.50	17.40
CRICKET			
Per hour	13.95	14.60	15.40
With changing facilities	21.05	22.00	23.25
CRICKET NETS			
Per hour (after school cubs)	9.00	9.40	9.90
SPORTS DAYS – ATHLETICS			
Provision on grass per hour	29.30	30.75	32.50
Changing facilities per occasion	11.65	12.00	12.70

Appendix 22

Handling of equipment at outdoor sports facilities

- 21.1 **Erection, dismantling, storage and general handling of goal sets – Rugby, Football, etc**
- 21.1.1 The Safe Operating procedures and instructions that follow supplement and are to be read with paragraphs 10.6 and 10.7 of the Contract Specification
- 21.2 **ERECTION AND DISMANTLING OF GOAL SETS**
- 21.2.1 Prior to the start of each playing season the Contractor shall erect all goal sets as instructed using only new bolts, nuts and other fixings of the correct size and pattern, as manufacturers originals, and provided by the Contractor.
- 21.2.2 The Contract Manager (Contractor) shall carry out a full inspection of all goal sets once erected, (and prior to the start of each playing season) to ensure that all sets have been erected correctly, that they are firm and secure in the ground and that all fixings are of the correct pattern and fully secured. This inspection shall be recorded and a copy of the record provided to the authorised Client Officer.
- 21.2.3 The Authorised Officer shall carry out random inspections of the goal sets erected, both during the operations and after completion of the operations. These inspections shall be recorded and copies of the records provided to the Contract Manager (Contractor).
- 21.2.4 The Contractor shall devise Safe Operating Procedures (SOP) in respect of all aspects of the transport, erecting, dismantling and storage of goal sets, including manual handling and the length and weight of some of the equipment, for approval by the Authorised Officer prior to the Commencement Date.
- 21.3 **ROUTINE INSPECTIONS**
- 21.3.1 The Contractor shall ensure that arrangements are in place to routinely and regularly inspect the goal sets throughout the playing season to ensure that all fixings are in place and secure and to check for signs of general damage or deterioration. In general all goal sets should be inspected monthly and the results of the inspections recorded and made available to the Authorised Officer
- 21.3.2 Where damage and/or faults are identified the Contractor shall make safe the particular equipment and suspend use of the particular sports pitch until he has completed the necessary repair or replacement of the equipment. The Contractor shall inform the Authorised Officer immediately of such instances.
- 21.4 **STORAGE**
- 21.4.1 At the end of the playing season the Contractor shall return all goal sets to the designated storage areas and ensure that all goal set components are stored in such ways that brackets and other fittings are not at risk of damage, distortion etc.

SCHEDULE 2
Annual Sum and Detailed Rates

[Tenderer's completed Pricing Tables from Volume 2A will form Schedule 2 on award]

SCHEDULE 3

CONTRACTOR'S METHOD STATEMENTS

[Tenderer's approved Method Statements will form Schedule 3 on award]

SCHEDULE 4

Default Procedures

Part A: CONTROL PROCEDURES

- 1 Staff Monitoring. The Contractor shall note that Condition 8 requires that the Contractor provides the Services to the Contract Standard and, that in specified cases, time is of the essence in that provision. The Contractor shall not rely on the Authorised Officer to notify him of any omissions or deficiencies in the provision of the Services but is required by Condition 8 to maintain his own systems to deliver the Services in a timely fashion to the Contract Standard.
- 2 Monitoring the Contractor's Work. The Authorised Officer will regularly task Monitors (those Council officers authorised to monitor the Contract on behalf of the Authorised Officer) to carry out inspections to assess the Contractor's adherence to his Work Programmes to ensure that the required standards of maintenance are being achieved. The following procedure applies with regards to monitoring the Contractor's work and the issue of Rectification or Default Notices.

 - 2.1 If, at any time in the opinion of the Council the Contractor on any occasion shall have:

 - a) omitted to perform any part of the Services in the manner and to the Contract Standard then the Authorised Officer shall be entitled to issue to the Contractor a Rectification Notice setting out the omission or deficiency in the Services and requiring the Contractor at its own expense and in accordance with this Contract to remedy the omission or deficiency within a reasonable time specified in the Rectification Notice; or
 - b) omitted to perform any part of the Services, where time is of the essence, in the manner and to the Contract Standard required by the Contract then the Authorised Officer shall be entitled to issue to the Contractor a Default Notice setting out the omission or deficiency in the Services; or
 - c) failed to perform the remedy required by a Rectification Notice issued under Condition 2.1(a) above then the Authorised Officer shall be entitled to issue to the Contractor a Default Notice setting out the omission or deficiency in the Services and shall include any of the matters set out at paragraph 3.5 below.
 - 2.2 The Monitors may issue, on behalf of the Authorised Officer, Rectification Notices, or Default Notices where they identify any omission or deficiency in providing the Services to the required Contract Standards or in remedying a previous Rectification

Notice as set out in 2.1 above. The provisions contained in this Schedule 4 shall apply as appropriate in respect of all Rectification and Default Notices issued.

- 2.3 The Authorised Officer shall investigate any report, of an omission or deficiency in providing the Services, provided by members of the public and users of facilities. In cases where the reported omission or deficiency is confirmed the Authorised Officer shall issue Rectification Notices or Default Notices as appropriate and he shall certify appropriate deductions all in accordance with this Schedule 4.
- 2.4 Checks made by Monitors may be made by:
- a) visual inspection on the ground making due allowance for any changes but could reasonably have occurred between the work and the inspection, or
 - b) visual examination of CCTV records or dated and time photographic records.
- 2.5 Where the Contractor reports orally, or in writing, to the Authorised Officer any deficiency or omission (which, for the avoidance of doubt, may include any delay in completion of a Service) before any Rectification or Default Notice has been issued by a Monitor or the Authorised Officer, and satisfies the Authorised Officer that an adequate remedy will be provided by an agreed time before any subsequent similar Service shown in the Work Programme, then the Authorised Officer will not issue a Rectification or Default Notice for that Service at that time. However if the remedy is not completed to the Contract Standard in the agreed time then the Authorised Officer shall issue a Rectification or Default Notice as he considers to be appropriate.

3. Part B: Default Sums

- 3.1 In the event that the Council serves a Rectification Notice the Council shall be entitled to deduct liquidated damages the unit value of £35.00 attributable to the administration costs in processing and issuing the Rectification Notice. The Rectification Notice shall serve as a certificate of deduction and the Council shall be entitled to deduct the liquidated damages from any invoice issued by the Contractor or from any other payment due by the Council to the Contractor or to recover as a debt.
- 3.2 In the event that the Council serves a Default Notice the Council shall be entitled to deduct the following liquidated damages:
- a) the unit value of £35.00 attributable to the administration costs of processing and issuing the Default Notice; and
 - b) an amount equivalent to the daily value of any task calculated with reference to the sums as set out in the Bills of Quantities in respect of any omission or deficiency in the Services for which a Default Notice is issued in accordance with Condition 34 and may be deducted for each day or part thereof during which the default occurs or continues; and
 - c) any sums as set out at paragraph 3.6 below.

The Default Notice shall serve as a certificate of deduction and the Council shall be entitled to deduct the liquidated damages from any invoice issued by the Contractor or from any other payment due by the Council to the Contractor or recover as a debt.

- 3.3 The liquidated damages are a reasonable and genuine pre-estimate of the Council's loss and damage in relation to any default. Such genuine pre-estimate of the loss or damage shall be in relation to the Council's administrative costs in servicing the notice, additional supervision, attendance on site, or inspections.

Any dispute over the amount or reasonableness of the deduction shall be referred for determination by the Expert in accordance with Condition 40.

- 3.4 Notwithstanding the issue of any Default Notice and any subsequent deduction the Contractor shall, unless otherwise instructed by the Authorised Officer, complete the omitted or deficient task or tasks to the required standard and by the agreed time at no further cost to the Council.

Defaults

- 3.5 There are certain tasks, and groups of tasks, contained in the Specification to which immediate Default Notices (without the prior issue of Rectification Notices) shall apply in the event that the task or tasks are not completed either on time, at all or in a proper manner ("Defaults"). These are:

- a) Any failure in the performance of the Services that results in the cancellation of the booked and programmed use of any sports facility;
- b) Failure to prepare any grave referred to in the Cemetery Services Section 16 of the Specification;
- c) Any failure to close and lock barriers, gates, bollards and such other devices as specified;
- d) Any failure to report, on arrival, to the Officer in Charge at any Social Services Site;
- e) Failure in the performance of any of the Services detailed in Ecological Maintenance Section 10 of the Specification;
- f) Failure to adhere to the approved Works Programme for the fireworks event such that the works are not satisfactorily completed;
- g) Any failure in the approved Works Programme for any event that leads to the disruption or delay of any other works programmed in support of the event;
- h) Failure to have fully cleared any site of leaves by the 31st December;
- i) Failure to empty any litter or dog waste bin in accordance with the approved Works Programmes and Method Statements;

- j) Failure to complete any repair or maintenance task, including repairs to internal or external fixtures and the removal of graffiti, fly posting etc. within agreed “urgent response” times;
- k) Failure to undertake regular inspections and clear glass and other hazardous or injurious debris from any children’s play area;
- l) Failure to complete any task or tasks on time when a completion time has been specified by the Authorised Officer and agreed beforehand by the Contractor.

3.6

As referred to a paragraph 3.2(c) above there are a number of tasks or groups of tasks which are considered significant to the Council such that additional deductions (liquidated damages) shall apply (in addition to the deductions set out at paragraph 3.2 above) in the event of omissions or deficiencies in their provision. These are:

<u>Task</u>	<u>Additional Deduction</u>
a) Any failure in the performance of the Services that results in the cancellation of the booked and programmed use of any sports facility.	The reimbursement (by the Contractor) to the hirer of the full booking fee plus payment in full of the hirer’s claim for costs incurred as a result of the failure.
In the event that a sports facility booking is cancelled/lost due to circumstances outside of the Contractor’s control, such as adverse weather or ground conditions making the facility unplayable, the Contractor shall be liable only to do one of the following:	Either refund the booking fee in full to the hirer or offer the hirer a credit, to the equivalent value, on his or her next booking.
b) Failure to dig and prepare a grave in time for a funeral service.	The reimbursement (by the Contractor) to the family of the deceased the full costs of their fees payable to the Council plus payment, in full, of the family’s claim for other costs incurred as a result of the failure.
c) Any instance where the Contractor prepares (or starts preparation of) a grave in the wrong location (but which does not result in any disruption to the booked burial)	A deduction equivalent to 50% of the cost of preparing the grave plus the payment in full of any further costs, claims or other expenditure incurred by the Council as a result of the failure.
d) Any instance where the Contractor damages any grave memorial, or any part of a grave, by his acts or his omissions.	The Contractor to pay the full costs of any repairs or replacements required as a result of his failure together with the reimbursement of any additional costs, claims or other expenditure incurred by the Council as a result of the failure.

e)	Any instance where the Contractor fails to advise the Authorised Officer of the laying flat of a memorial as a result of a routine inspection.	A deduction equivalent to 50% of the cost of the task together with the reimbursement (by the Contractor) of any additional cost, claims or other expenditure that the Council incurs as a result of the failure.
f)	Any failure to close and lock barriers, gates, bollards and such other devices as specified.	A deduction of £50 per occasion.
g)	Failure to report, on arrival, to the Officer in Charge at any Social Services Site.	A deduction equivalent to 50% of the cost of the programmed maintenance task/s as set out in the Bills of Quantities. In the case of tree maintenance works the deduction shall be the total cost of the programmed works (works still to be completed).
h)	Failure to report, on arrival, to the Head Teacher or Premises Manager at any school site.	Referring to tree maintenance works; deduction of the total cost of the programmed works (works still to be completed).
i)	Failure in the performance of any of the Services detailed in the Ecological Maintenance section 10 of the Specification.	A deduction equivalent to the cost of the programmed task or tasks as set out in the Bills of Quantities.
j)	Failure to adhere to the approved Works Programme for the fireworks event such that the works are not satisfactorily completed.	A deduction equivalent to 25% of the value of one days work. The value of one days work is calculated by dividing the whole event cost, as set out in the Bills of Quantities, by the number of days in the approved Works Programme.
k)	Any failure in the approved Works Programme for any event that leads to the disruption or delay of any other works programmed in support of the event.	The reimbursement in full of any cost incurred, by the Council, as a result of the disruption and/or delay to other works programmed in support of the event.

<p>l) Failure to have cleared any site of leaves by the 31st December.</p>	<p>A deduction equivalent to the value of one week's leaf clearance for each part or full week that the works are not completed after the 31st December. The value of one week's leaf clearance is calculated by dividing the full cost of leaf clearance, as set out in the Bills of Quantities, by the number of weeks in the approved Programme of Leaf Clearance works.</p>
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Part C: Suspension

- 3.7 Should the standard of Services provision repeatedly fail to meet the Contract Standard (and a prior written notice shall have been issued to the Contractor in this respect), the Authorised Officer may, at his entire discretion and without terminating the Contract, arrange for the Council itself to provide or procure such Services as may be necessary for the satisfactory performance of that part of the Services until such time as the Contract Manager shall have demonstrated to the reasonable satisfaction of the Authorised Officer that the Contractor will be able to perform such part of the Services to the Contract Standard.
- 3.8 During such period of suspension referred to in paragraph 3.7, the Council's payment to the Contractor corresponding to the suspended part of the Services shall be suspended, and the Council may recover under Condition 11 any costs reasonably incurred by the Council and any reasonable administration costs in respect of the provision of any part of the Services by the Council or by a third party in the circumstances set out in paragraph 3.7 to the extent that such direct costs exceed the payment which would have otherwise been payable to the Contractor for such part of the Services and all or any of the costs thereby incurred may be deducted from any sums due or to become due to the Contractor under this Contract, or may be recoverable from the Contractor by the Council as a debt. The rights of the Council under this Condition shall be without prejudice to any of its other rights under the Contract. The Authorised Officer shall have regard to representations made by the Contractor in respect of the amounts of such suspended payments or amounts recovered. In the event that the Contractor does not agree the extent to which suspension is applied, or to the amount or the reasonableness of the payments suspended or recovered, then such matters shall be referred for resolution by an Expert in accordance with Condition 42.
- 3.9 Where a deduction has been, or is to be, certified, the Council shall, for the Contractor's information and for the purposes of this Part C, serve a Default Notice on the Contractor specifying the default and the amount of the deduction
- 3.10 From time to time, the Authorised Officer shall review the overall performance of the Contractor in maintaining the overall Contract Standards across the Borough and may, at his discretion, authorise a rebate of all or part of any sums previously deducted under this Part C where he is satisfied with that overall performance and in particular satisfied that the overall performance has improved sufficiently to have recovered and maintained the required Contract Standards.

3.11.1 For the avoidance of doubt, the deductions to be made under this Part C (Suspension) shall be without prejudice to any other rights and remedies of either party at law.

SCHEDULE 5

Employers' Forum on Disability Agenda on Customers

POLICY AND TOP LEVEL COMMITMENT

Service to disabled customers will form an integral part of the company's product and service standards. A company-wide policy will be agreed by the top team and communicated to the rest of the company.

MARKET RESEARCH

Steps will be taken to understand disabled people's preferences and requirements. Complaints and customer feedback mechanisms will be made accessible to disabled customers.

DESIGN OF PRODUCTS AND SERVICES FOR ALL

Regular reviews of the accessibility of products and services to disabled people will be undertaken and acted upon. Whenever possible, the company will consult disabled people as experts and consumers on products and service design.

PHYSICAL ENVIRONMENT

All reasonable steps will be taken to ensure that the physical environment does not prevent disabled people from doing business with us.

STAFF TRAINING AND DISABILITY AWARENESS

Specific steps will be taken to raise awareness of disability among employees involved in developing, marketing and delivering products and services to customers. Training will be made available to communicate service standards and to equip employees to achieve these.

COMMUNICATION WITH CUSTOMERS

The availability of accessible products and services will be communicated to disabled customers, while advertising and other images will reflect a diverse customer base. A variety of formats will be used in our communications with customers.

INFLUENCING OTHER ORGANISATIONS

Suppliers, contractors and franchisees will be encouraged to adopt this agenda.

INVOLVEMENT IN THE WIDER COMMUNITY

The company will recognise and respond to disabled people as suppliers, shareholders, employees and members of the community.

MONITORING PERFORMANCE

Progress in implementing the key points of this Agenda will be monitored. There will be a regular audit of performance reviewed at Board level. Achievements and objectives will be published in the UK annual report.

SCHEDULE 6

CUSTOMER SERVICE

Wandsworth Council recognises the importance of customer care in public services and has for many years followed a comprehensive approach to quality service delivery. 'initiatives. A strong focus on customer service should be a routine part of our service delivery and management.

In order to maintain high standards of customers service the Council seeks to:

- (i) set clear standards for service performance – and monitor these standards;
- (ii) put the customer first;
- (iii) make sure communication and information is presented in Plain English;
- (iv) encourage complaints and dealing with them in a speedy and efficient way;
- (v) carry out customer research and act on the views of users and others;
- (vi) seek external accreditation where applicable to test ourselves against the best;
- (vii) make sure that services deliver value for money and
- (viii) review and report quality improvements every year through the annual quality and performance review.

To promote customer awareness and help improve the way we deal with our customers, staff should be aware of and adopt effective telephone behaviour, good customer care, how to deal with difficult situations and customer complaints, and use plain English. The first impression customers receive is important and sets the tone for the rest of the contact with them and there are many ways to make sure this is a favorable one. Try to understand what the customer wants and provide clear and accurate information in a friendly and helpful way.

The continuing success of Wandsworth in providing quality services shows the commitment and involvement of staff in this process. This includes staff within contracted or agency services.

July 2011

SCHEDULE 7

LEASES

The Council shall grant and the Contractor shall take a lease in relation to the following premises for a term commencing on the Commencement Date upon the terms and subject to a yearly rent of a peppercorn per annum (if demanded) and other covenants as reasonably required by the Council:

LEASE of land and premises designated by the Council in the London Borough of Wandsworth at:

- a. Tooting Common Store Yard by Dr Johnson Avenue London SW17
- b. Tooting Common Staff Yard by Dr Johnson Avenue London SW17
- c. Wandsworth Common Store Yard by Baskerville Road London SW18;
- d. Putney Vale Cemetery, Roehampton Vale in the London Borough of Wandsworth, SW15;
- e. Wandsworth Cemetery, Magdalen Road in the London Borough of Wandsworth, SW18;
- f. Battersea New Cemetery, Lower Morden Lane in the London Borough of Merton; and
- g. Battersea Park Staff Yard and Storage Area by Albert Bridge Road, London, SW11

SCHEDULE 8

Staff Information

I. Staff Tender Information

“Staff Tender Information” shall mean –

1. Number of staff to be transferred;
2. Gender;
3. Date of Birth;
4. Whether disabled for the purposes of the Disability Discrimination Act 1995;
5. Job description;
6. Work Location;
7. Conditioned hours of work per week;
8. Date of commencement of continuous employment and (if different) the commencement date;
9. Relevant Personnel Documentation;
10. Annual salary and rates of pay band/grade including pending increases;
11. Shifts, unsociable hours or other premium rates of pay;
12. Allowance and bonus details over the last twelve (12) months including date, type, amount and pending allowances/bonuses;
13. Leave entitlement;
14. Any factors affecting redundancy entitlement (including contracted redundancy policies);
15. Whether currently on maternity leave or other long term leave of absence;
16. Details of all dismissals or terminations of employment within the preceding six (6) months of anyone previously employed to or engaged in connection with the provision of the Services;
17. Details of all agreements or arrangements (whether or not legally binding) entered into in relation to the staff with any trade union or organisation or body representing employees or with any employee representatives;
18. Details of all trade disputes and industrial action occurring at any time during the preceding twelve (12) months to which any member of staff was a party;
19. Details of any trade union or organisation or body representing employees.
20. Any other information which is reasonably necessary in order to consider whether a particular individual should be a Future Transferring Employee

II. Staff Transfer Information

“Staff Transfer Information” shall mean –

1. Personal Details

Gender;

Date of Birth;

Whether known to be disabled for the purposes of the Disability Discrimination Act 1995, and details of any reasonable accommodation in respect thereof;

2. Employment Details

Job Title;

Staff Number;

Job Description;

Work Location;

Conditioned hours of work per week;

Date of commencement of continuous employment and (if different) commencement date;
Notice Periods (for employer and employee);
Annual salary and rates of pay band/grade including pending salary increases; Shifts, unsociable hours or other premium rates of pay;
Overtime entitlement and details of last twelve (12) months overtime;
Allowance and bonus details over the last twelve (12) months including date, type, amount and pending allowances/bonuses;
Provisional details about standing loan/advances on salary or debts;
Existing and future training or sponsorship commitments;
Leave entitlement and accrued leave entitlement including any leave outstanding or expected to be outstanding at the Future Transfer Date;
Annual leave reckonable service date;
Additional employment benefits;
Other payments;
Copies of pay slip data for immediately preceding five (5) months;
Provisional details of Cumulative Pay (for tax and pension purposes) and cumulative tax paid;
Tax Code;
Voluntary deductions from pay;
National insurance (NI) Number,
NI Contributions rate;
NI benefit start date;

3. Records of Employment Service

Last two appraisal report markings and/or performance assessment details and dates thereof;
Sickness and absence records for two (2) years immediately preceding (including maternity leave);
Details of any current warnings for breach of discipline or poor performances including warning reason, warning date, warning status and start and end date or penalty period.
Details of any other outstanding disputes or grievances including all proceedings before any Employment Tribunal.

4. Method of payment

Instrument of payment;
Bank/building society account details for payroll purposes.

5. General Practices and Policies

Maternity, paternity and parental leave (including names of those on long-term leave or maternity leave);
Special leave and career breaks;
Sick leave and pay;
Disciplinary/grievance policy and procedures;
Equal Opportunities policy;
All documents relevant to terms and conditions of employment, including manuals, codes, handbooks, procedure guides, publications and agreements (including collective agreements);
Any other letters or documents or collective agreements affecting terms and conditions of employment;

6. Redundancy

Full details of any practice, policy or procedure in relation to redundancy and copies of relevant documents.

III. TUPE Employees

TUPE Employees shall mean the following employees [*identified by employee reference no.*]:

SCHEDULE 9
Council's Inter-Agency Guidelines
(See Condition 15.5.3)

Safeguarding Children

The Contractor shall provide the Services in accordance with the protocols and procedures of the Wandsworth Safeguarding Children Board (WSCB). In particular, the Contractor shall be familiar with the London Child Protection Procedures. These protocols and procedures are available on request or can be found on the Council's website at the following page:

<http://www.wandsworth.gov.uk/Home/Safeguarding/Procedures/default.htm>

Safeguarding Vulnerable Adults

The Contractor shall provide the Services in accordance with the Council's Interagency Guidelines for Protecting Adults, which are available on request or can be found on the Council's website at the following page:

<http://www.wandsworth.gov.uk/Home/CommunityServices/SocialServices/ssdocuments.htm>

SCHEDULE 10

Aggressive Persons Information Sharing Protocol (See Condition 15.5A)

Wandsworth Borough Council and _____,
described in this protocol as “partners”, in recognition of our responsibilities for the health and safety of our employees and non-employees under the Health and Safety at Work etc Act 1974 and for the way we manage personal information under the Data Protection Act 1998, have agreed the following information exchange protocol.

By signing this protocol we declare our commitment to the procedures it sets out:

AGREEMENT

SIGNED _____ Date: _____

Wandsworth Borough Council

SIGNED _____ Date: _____

Designation: _____

Supplier's Name: _____

Any partner may withdraw from this protocol upon giving written notice to the other signatory. Data that is no longer relevant should be destroyed or returned. The partner must continue to comply with the terms of this protocol in respect of any data that the partner has obtained through being a signatory.

1. Introduction

1. Wandsworth Council's staff are occasionally subjected to acts of verbal and physical aggression during their course of work, especially during lone working and visiting the homes of the Council's residents. In trying to control the risks, a database has been set up to hold information about members of the public who have been aggressive to the Council's staff, or have the potential of being violent (the "Aggressive Persons Register").
2. The Council acknowledges that its contractors may also come into contact with some aggressive persons, and hence should be provided with relevant and factual information from the Register in order to minimize the risks of such acts of aggression.
3. In addition, contractors' staff could be subject to acts of verbal and physical aggression in the first instance. The Council expects full reporting of such incidents and cooperation of the contractor in their investigation and any follow-up action. Categories of incidents are shown in Appendix A to this protocol.
4. It is important for both the Council and its contractors to exchange relevant information with the overall aim of ensuring the health and safety of staff and to reduce the likelihood of incidents.
5. The purpose of this protocol is to facilitate such exchange of information and to set rules for this.

2. Partnership Responsibilities:

1. Partners will ensure that:
 - a. information exchanged will be accurate, fair and conform to the principles of the Data Protection Act 1998;
 - b. only the minimum amount of information necessary will be provided;
 - c. under no circumstances will personal information be divulged to third parties;
 - d. under no circumstances will an 'Aggressive Person' be informed by the contractor that his/her details are on the Aggressive Persons Register;
 - e. the contractor will abide by the 'minimum control measures' information (as provided by the Council) and their own guidelines/procedures/staff training as regards dealing with confrontational situations;
 - f. partners will enforce all sections of this protocol;
 - g. exchanges of information will be recorded for audit purposes; and
 - h. this protocol will be reviewed annually.

3. Legal Considerations

1. This protocol is subject to various legislation which governs how information can be exchanged. One of the main principles underlying the disclosure of personal information is the duty of confidentiality owed to the public. The public interest in disclosure should be weighed against any potential prejudice to the individual.

2. Section 115 of the Crime and Disorder Act 1998 (CDA) allows contractors to provide information to the Council where “necessary and expedient” for the purposes of the Act. Appendix B gives examples of activities covered by the CDA.
3. The main Act governing the exchange of personal information and protection of the data subject’s rights is the Data Protection Act 1998 (DPA). The DPA covers all personal information that relates to living people. It does not cover depersonalised information. The principles governing this Act are included in Appendix C.
4. Under the DPA personal information can be disclosed with the data subject’s consent. Even without consent there may still be lawful grounds for disclosure, e.g. if it is necessary for compliance with a legal obligation other than one imposed by contract (such as health and safety duties); for the exercise of any functions conferred by or under any enactment; or for the exercise of any function of a public nature exercised in the public interest.
5. The Information Commissioner’s guidance¹ as regards passing this type of information to other organisations is as follows:- “ In some cases a data controller may consider that other organisations who are likely to have contact with an individual considered to be potentially violent should be made aware of this fact. ... In passing on (or disclosing) such information the Schedule 2 condition most likely to apply is that the processing is necessary: *for the exercise of any ... functions of a public nature exercised in the public interest by any person.*”
6. By signing this protocol the partners agree to comply with all relevant legal requirements.

4. Information Exchange Process

4.1 General guidance for partners

1. Personal data from the Register remains the property of the Council, and is the responsibility of the data controller as defined by the Data Protection Act 1998. For the purposes of this protocol data control is a function of the Information Co-ordinators [IC]. The Council department, with whom the contractor has entered this agreement, remains responsible for the processing of the data. The contractor receiving the data will not use it for any purpose other than that set out in this protocol, nor share it with any other party, without the Council’s written permission.
2. As part of the contract to provide a service to the Council, the contractor is expected to make arrangements with the nominated ICs to be supplied with the relevant information.
3. Initially, pending the development of an Internet-based system, information will be provided in hard copy format. Hard copy information would also be used as a back-up should the Internet-based system be unavailable for a period of time
4. In due course, relevant data from the Aggressive Persons Register will be made available to the contractors via a secure portal through the Internet. The contractor will then be expected to check the Aggressive Persons Register before they visit a site.
5. The contractor will hold data supplied to them in a secure place for no longer than is necessary. Data storage will be reviewed regularly and old information disposed of securely.

¹ Data Protection Act 1998 Compliance advice - Violent warning markers: use in the public sector.

6. Access to personal information by staff other than nominated ICs will be limited to employees whose work is likely to bring them in contact with the Aggressive Person.
7. In cases where the contractor becomes aware of information, which was previously unknown to the Council, and which may lead to either the prevention or reduction of crime and disorder then the disclosure of that information to the Council will be covered by this protocol.

4.2 Guidance for nominated Information Co-ordinators

1. Each partner will nominate an information co-ordinator [IC] who will manage the information exchange. Only the ICs of partner agencies can make formal requests and document agreements for sharing personal information.
2. To this end, the departmental representative on the Aggressive Persons Register Working Group is the nominated IC for the department. He/she may nominate a deputy in his/her absence and/or delegate this task to an appropriate member of the department, and the department may also provide the contractor with contact details other relevant officers.

Departmental IC: To be advised
Other contacts:

Contractor IC: _____

Email Address: _____

3. IC responsibilities include ensuring that:
 - a. processing personal data is in keeping with the Data Protection Act 1998;
 - b. when dealing with sensitive personal data, it is kept securely and processed in accordance with the rights of the data subjects in keeping with the Data Protection Act 1998;
 - c. information disclosure is for the detection and prevention of crime and disorder stipulated in S115 of the CDA; and
 - d. they keep a record of all their information sharing documents including taking notes of all meetings, correspondence and phone calls.

5. Security and Data Management

1. It is the partners' responsibility to ensure that adequate security arrangements are in place, in order to protect the integrity and confidentiality of the information held.
2. Disclosed personal information must:
 - a. be protected by back-up rules
 - b. be password protected
 - c. be stored in a secure filing cabinet when not in use
 - d. be located in a geographically secure place

3. The partners understand that all these measures need to be taken to ensure their security and to protect the general public. They agree that all information retained by them will be kept securely and for no longer than is necessary.
4. All data held by the partners is subject to a specified 'shelf-life' to be agreed by each partner.
5. Any historic/out-of-date electronic and/or hard-copy information containing personal data must be deleted / shredded or otherwise disposed securely.

6. Audit

1. **Audit of Data:** Partners undertake to ensure that they will collect, process, store and disclose all data held by them, within the terms of this protocol and the relevant legislation; and to ensure that all information held is accurate, relevant and fit for the purpose for which it is intended.
2. **Audit of Security:** Partners agree to store and dispose of all data securely, and to conduct annual audits of their security arrangements to ensure they are effective.
3. **Audit of Protocol:** Partners undertake to conduct regular audits of the use of this protocol to amend it as necessary and ensure it remains effective.

7. Complaints and breaches

Complaints:

1. Initial complaints must be referred to the appropriate IC.
2. Partners undertake to do all that they can within the guidelines of the Data Protection Act 1998, to assist with any complaint.

Breaches:

1. Partners agree that any breach of confidentiality will seriously undermine and affect the credibility of the partnership objectives and may constitute a breach of the law.
2. Partners undertake at all times to comply with data protection and other legal requirements relating to confidentiality. Any breaches may constitute gross misconduct and appropriate disciplinary action may follow.

APPENDIX A - TYPES OF INCIDENTS INCLUDING THOSE BY PHONE, FACE-TO-FACE, OR WRITTEN

Main type	Sub-category	Priority	Min. Review
1. Verbal Abuse	1.1 Bad language only as part of their own language – not meant by the perpetrator to offend and not threatening	None	Not Applicable: no entry made in the APR
	1.2 Foul and abusive language directed towards staff or Council in an aggressive way	V. Low	Automatically deleted after 6 months, if no further incidents occur.
	1.3 Discriminatory (Sexual, disability, age, homophobic, religious etc.)		
	1.4 Racial Discriminatory		
	1.5 Severe or multiple cases of Verbal Abuse	V. Low	1 yearly
2. Damage to property	2.1 Kicking / punching etc. property or throwing of objects around	Low	18 months
	2.2 Actual damage		
3. Threat	3.1 Verbal / written threat of violence towards staff (including involving members of public only in presence of staff) - see 4.3 and 4.4 for more serious threats.	Medium	2 years
4. Physical Assault	4.1 Minor bodily harm (e.g. a push)	High	3 years
	4.2.1 Serious bodily harm (e.g. punch / kick)	V. High	5 years
	4.2.2 “Hostage” (incidents where staff are detained against their will)		
	4.3 Threat of violence using an implement		
	4.4 Attack using a weapon or an implement, and / or weapon used to threaten violence		
	4.5 Fatality		
5. Sexual Threat/ Assault	5.1 Inappropriate sexual conduct (e.g. making sexual remarks and / or gestures)	Low	18 months
	5.2 Indecent Exposure	High	3 years
	5.3 Sexual Assault	Very High	5 years
	5.4 Serious Sex Offenders (to include non-repeat offenders)	Very High	5 years
6. Referral	6.0 Referral by other agencies (e.g. involving potentially violent drug offenders, and not necessarily involving an incident to our staff)	High	3 years (or longer depending on the severity of the incident)
7. ASBO	7.0 Anti-Social Behaviour Orders involving categories 1-5 above and likely to affect the Council’s staff or contractors.	High	As directed by the courts Or as above categories

APPENDIX B

Provisions of the Crime and Disorder Act 1998

Matters covered by the Crime and Disorder Act 1998 include:

- Anti-Social Behaviour Orders
- Child Safety Orders
- Detention and Training Orders
- Drug Treatment and Testing
- Local Child Curfew Schemes
- Parenting Orders
- Seizure of noise-making equipment
- Car crime
- Racially aggravated offences
- Reparation Orders
- Removal of truants
- Supervision Orders
- Youth Courts
- Youth Justice Plans
- Youth Offending Teams
- Sex Offender Orders
- The reduction of crime and disorder in the area
- Reprimands and warnings (and cautions/supported cautions in the interim period)

APPENDIX C

Data Protection Principles:

1. Personal data shall be processed fairly and lawfully and, in particular, shall not be processed unless-
 - (a) at least one of the conditions in Schedule 2 is met, and
 - (b) in the case of sensitive personal data, at least one of the conditions in Schedule 3 is also met.
2. Personal data shall be obtained only for one or more specified and lawful purposes, and shall not be further processed in any manner incompatible with that purpose or those purposes.
3. Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed.
4. Personal data shall be accurate and, where necessary, kept up to date.
5. Personal data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.
6. Personal data shall be processed in accordance with the rights of data subjects under this Act.
7. Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

Personal data shall not be transferred to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data.

SCHEDULE 11 CONTRACT CHANGE PROCEDURE

1. INTRODUCTION

1.1. This Schedule sets out the Contract Change Procedure to be used by the Council and the Contractor to effect changes to this Contract in relation to the scope of the Services.

2. PRINCIPLES

2.1. The Council and the Contractor shall conduct discussions relating to proposed changes to this Contract in good faith. Neither party shall unreasonably withhold or delay consent to the other party's proposed changes to this Contract. All changes will be priced in accordance with the Unit Rates set out in Schedule 2 (Detailed Rates).

2.2. Until such time as a Contract Change Note (CCN) has been signed by both parties, the Contractor shall continue to provide and make available to the Council the Services in accordance with Condition 10.5 of this Contract.

2.3. Any work undertaken in connection with any changes to this Contract by the Contractor, its Sub-Contractors or agents shall be undertaken entirely at the expense and liability of the Contractor unless otherwise agreed between the Council and the Contractor in advance.

2.4. Any discussions, negotiations or other communications which may take place between the parties in connection with any proposed changes to this Contract, including the submission of any written communications, prior to the signing by both parties of the relevant CCN, shall be without prejudice to the rights of either party.

3. PROCEDURE

3.1 In the event that the Council wishes, in its absolute discretion, to invite the Contractor to provide all or any of the services referred to at Condition 10.5 at any time during the Contract Period the Council shall submit a draft CCN detailing the proposed change to the Contractor using the proforma at Annex A to this Appendix in accordance with Clause 10.5 of this Contract.

3.2 The CCN shall set out the services required with reference to the Specification together with any additional information required.

3.3 Within ten (10) Working Days of the submission of a draft CCN (or such other period as may be agreed between the parties) the Contractor shall respond to the draft CCN. If appropriate, the parties shall enter into discussions to discuss the draft CCN.

3.4 Discussion between the parties following the submission of a draft CCN shall take place within five (5) Working Days (or such other period as agreed by the parties) and result in either:

3.4.1 agreement between the parties on the changes to this Contract to be made (including agreement on the date upon which the changes to this Contract are to take effect (the "**CCN Effective Date**")) within five (5) Working Days (or such other period as agreed by the parties), such agreement to be expressed in the form of proposed revisions to the text of the relevant parts of this Contract; or

3.4.2 no further action being taken on that draft CCN.

3.5 Where agreement is reached in accordance with paragraph 3.4.1 of this Schedule, the Council shall prepare a final CCN for execution by both parties within five (5) Working Days (or such other period as agreed by the parties). The final CCN, the content of which has been agreed between the parties in accordance with paragraph 3.4.1 of this Schedule, shall be uniquely identified by a sequential number allocated by the Council.

- 3.6 The Contactor shall sign two (2) copies of each CCN and submit these to the Council not less than ten (10) Working Days prior to the CCN Effective Date.
- 3.7 Subject to the agreement reached in accordance with paragraph 3.4.1 of this Schedule remaining valid, the Council shall sign both copies of the approved CCN within five (5) Working Days of receipt by the Council. Following signature by the Council, one (1) copy of the signed CCN shall be returned to the Contractor by the Council.
- 3.8 A CCN signed by both parties shall constitute an amendment to this Contract pursuant to Condition 10 of this Contract.
- 3.9 The cost of the change as identified in the agreed CNN shall be calculated by reference to the Unit Rates set out in Schedule 2 (Detailed Rates).

Annex A

Contract Change Note for the Contract Change Procedure

Sequential Number: [to be allocated by the COUNCIL]
Title:
Originator: for the [CONTRACTOR]
Date change first proposed:
Number of pages attached:

WHEREAS the CONTRACTOR and the COUNCIL entered into an Contract for the provision of Parks Maintenance Services dated [date] and now wish to amend that Contract as follows:

Reason for proposed change

[Party proposing change to complete]

Full details of proposed change

[Party proposing change to complete]

Details of likely impact, if any, of proposed change on other aspects of the Contract

[Party proposing change to complete]

IT IS AGREED as follows:

1. With effect from [date] the Contract shall be amended as set out below:

[Details of the amendments to the Contact to be inserted here – to include the explicit changes required to the text in order to effect the change, i.e. Clause/Appendix/paragraph number, required deletions and insertions etc]
2. Save as herein amended, all other terms and conditions of the Agreement inclusive of any previous CCNs shall remain in full force and effect.

Signed for and on behalf of the Contractor

By
Name
Title
Date

Signed for and on behalf of the Council

By

Name

Title

Date