

Christmas Lights Contract

This contract is between **Faringdon Town Council** (the Client) of The Pump House, 5 Market Place, Oxfordshire SN7 7HL – telephone 01367 240281 and (the Contractor) **Faringdon Electrical Services**, 15 Cottage Rd, Stanford in the Vale Faringdon, Oxon, SN7 8HX

It runs for three years and covers the installation and maintenance of the Christmas lights in Faringdon, Oxfordshire.

Contract

To run for three years from 1st October 2018 to 31st March 2021 and shall include;

- All decorations to be installed as fitted for Christmas 2017 consisting of 16 cross street displays
- Lighting on Christmas Tree
- Lights around Old Town Hall
- Highlighting of 2 Trees outside the Pump House
- Supply of time switches, etc.
- Two maintenance runs
- Two Engineers to be available for switch-on night
- 24 Hour emergency call out number
- Test and report back on decorations prior to installation ready for any repairs to be carried out.

The Contract Sum is £4,000 plus VAT for year 1

The Contract sum is £4,316,53 for years 2 & 3

Programme of Work

The programme for the work will be as follows:

Installation of lights to be completed not later than **10th November**

Removal of lights to be carried out between **3rd – 10th January**.

The Town Clerk will advise the Contractor of the switch-on date by no later than three months prior to that date.

Scope of the Work

The work will consist of the installation, maintenance while in position and dismantling of the Christmas lights in Faringdon and will include the following:

- Pick up existing cables, lamps and fittings from the storage area.
- Check and test all existing cables, lamps and fittings and report all defects to the Town Clerk
- Undertake installation of the Christmas lights in accordance with current regulations

- Maintain the lights during the Christmas period, including weekly inspections and replacement of lamps and fittings as required, and agreed by the Town Clerk.
- Dismantling of Christmas lights and carrying to the storage area.
- Complete all necessary paperwork to comply with the Code of Practice for the Installation, Operation and Removal of Seasonal Decorations which the Oxfordshire County Council has decided to use to standardise their procedure. The Town Clerk will supply this paperwork to the Contractor at least three months prior to the installation date.

The Contractor will be responsible for replacing any breakages incurred by his workforce at his own expense.

Installation of Christmas lights and General Maintenance

The Contractor will submit an Annual Report plus costing, for any works required as per the scheme

1) Submit by 1st March following 2018/2019/2020 provisions

Additional work and Enhancements

Will be discussed by both parties as and when appropriate

Figures provided as per this contract will be inclusive of labour and materials, exclusive of VAT

Payment

For Christmas Lights Installation and Maintenance

Payment will be in two stages:

50% on completion of the installation of the lights and on receipt of an invoice from the Contractor.

50% on completion of the contract on receipt of an invoice from the Contractor

General Maintenance.

100% on receipt of the Contractor's invoice for work agreed at annual review.

Termination

Any breach of this contract by either the Client or the Contractor shall allow the other party to terminate the contract.

Insurance

The contractor shall carry 3rd party liability to the sum of £10,000,000.

The Contractor will keep the Council indemnified from and against all proceedings, costs, expenses and liabilities whatsoever which may be taken in respect of any damage to or loss or injury to any person (including injuries resulting in death) or property howsoever caused or arising out of the negligence of the Contractor's personnel.

The Contractor shall provide copies of the insurance as detailed above.

Health and Safety at Work act 1974

The Contractor must ensure compliance with the Health and Safety at Work Act 1974 and any other regulations (as may be introduced or amended from time to time) with regard to whomsoever he employs in connection with this contract

Faringdon Town Council shall require from the Contractor, a method statement showing how it is proposed to avoid or minimise these risks during the period of the contract.

Waste Disposal

Any waste materials that may result from the execution of this contract, shall be disposed of with due care and in accordance with current legislation

Areas of Concern, Reports and Rectification Procedure

Faringdon Town Council

Faringdon Town Council will report to the Contractor through the Town Clerk any area of concern.

The Town Clerk will consult directly with the contractor and may request the Contractor to attend site or Committee meetings.

The Contractor will report to the Faringdon Town Council through the Town Clerk and shall provide guidance, or request guidance, from the Town Council to improve any area of concern and may request representatives of the Faringdon Town Council to attend a site meeting or to attend meetings.

CONTRACTOR

Signed.....

Date.....

ON BEHALF OF FARINGDON TOWN COUNCIL

Signed.....

Date.....