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| **Tender / Contract for** COMPANY NAME Limited |
| **Contract for the Grounds Maintenance at:**  **COMPANY/SITE ADDRESS** |
| **Company Name: YOUR COMPANY NAME t/a nicenstripy** |

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| **Documents attached** | | | |
| **Method statement attached** | **X** | **Risk Assessment attached** | **X** |
| **nicenstripy undertaking** | **X** | **Price schedule** | **X** |

| **1.0** | **Tender submission documents** |
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| 1.1 | **Tender submission documents:**   * **2.0 Specification**    + This section explains the work that nicenstripy will carry out * **3.0 Terms and conditions**    + These are the terms and conditions that will prevail for the period of the contract * **4.0 Pricing Schedule**    + The total cost for the whole contract * **5.0 Risk Assessment and Method Statement**    + Risk Assessments and Method Statement for the works we will be carrying out |

| **2.0** | **Specification**  The following work is to be undertaken as designated in the time scale alongside each. All work will be carried out using the appropriate products and in conjunction with COSHH regulations. | | | |
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| **2.1** | **Season March to Mid December** | **As stated** | **Weekly** | **Fortnightly** |
| 2.1.1 | Grass mowed, approximately 20/30 cuts over the season. Margins, corners and other areas inaccessible to machines shall be cut by hand, including lawn edges and footpaths, all grass cuttings to be removed from bedding areas and footpaths. |  | **X** | **X** |
| 2.1.2 | Rubbish and debris removed from lawns and bedding areas. |  | **X** | **X** |
| 2.1.3 | Lawn weed killer applied in period April to September, when weather and ground conditions permit. | **As required** |  |  |
| 2.1.4 | Feed grassed areas with appropriate material. | **Spring, Summer and Autumn** |  |  |
| 2.1.5 | All shrub beds, borders and other cultivated areas to be maintained weed‑free by regular digging and hoeing of soil. Beds are to be forked and hoed to ensure adequate aeration of the soil. | **As required** |  |  |
| 2.1.6 | All low level trees shrubs and plants to be trimmed as appropriate for the individual species. (Under two metres in height) | **As required** |  |  |
| 2.1.7 | Hedges trimmed to agreed height. Trim back and cut to shape all hedges as per their species. (Under two metres in height) | **As Required** |  |  |
| 2.1.8 | Brambles, nettles and other invasive species are to be kept tidy/removed from all hedges and boundary areas**.** | **As required** |  |  |
| 2.1.9 | Shrubs trimmed as per their species (Under two metres in height) | **As required** |  |  |
| 2.1.10 | All areas to be kept weed free. | **As required** |  |  |
| 2.1.11 | Removal of leaves and debris in all areas. |  | **X** | **X** |

| **2.2** | **Mid November to Mid March** | **As stated** | **Weekly** | **Fortnightly** |
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| 2.2.1 | Trees and shrubs to be pruned as required according to species (Under two metres in height) | **As required** |  |  |
| 2.2.2 | Leaves and debris removed from lawns, paths and bedding areas |  | **X** | **X** |
| 2.2.3 | Fertiliser to be applied to beds | **As required** |  |  |

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| **3.0** | **Terms and Conditions** |
| **3.1** | **Interpretation** |
| 3.1.1 | In these Conditions:   * ‘Client’ means COMPANY NAME Limited * ‘Conditions’ means the standard terms and conditions set out in this document, together (with any) specific terms and conditions set out in the specification, and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Client and the Contractor * ‘Contract’ means the contract for the stated services in the specification, these terms and conditions. * ‘Client’s premises’ means the property (ENTER NAME AND ADDRESS OF SITE(S) Site) at which the work is carried out * ‘Price’ means the charge for the Services as set out in this tender submission * ‘Contractor’ means the supplier of the services (nicenstripy) as so described in the tender it also extends to the contractor’s servants, agents, employees or sub-contractors. * ‘Services’ means the services as described in the Service Specification * ‘Specification’ includes any instructions detailed in this document, plans, drawings, data or other information relating to the Services * ‘Writing’ includes telex, cable, facsimile transmission, email and comparable means of communication. |
| 3.1.2 | Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time. |
| 3.1.3 | The headings in these Conditions are for convenience only and shall not affect their interpretation. |
| **3.2** | **Contract Period** |
| 3.2.1 | The Contract shall take effect on ENTER DATE and shall expire automatically on ENTER DATE, unless it is otherwise terminated in accordance with these Conditions, or otherwise lawfully terminated. |
| **3.3** | **Basis of purchase** |
| 3.3.1 | These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to the Client or subject to any Order is accepted or purported to be accepted by the Contractor. |
| 3.3.2 | No variation to the Specification or these Conditions shall be binding unless agreed in writing between the authorised representatives of the Client and the Contractor. |
| 3.3.3 | The contractor shall throughout the life of the contract, notify the client of any changes in circumstances that affect the responses originally given. |
| **3.4** | **Specifications** |
| 3.4.1 | The quantity, quality and description of the Services shall, subject to these Conditions, be as specified in the Specification. |
| 3.4.2 | Any Specification supplied by COMPANY NAME Limited to nicenstripy, or specifically produced by nicenstripy for COMPANY NAME Limited, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of nicenstripy. COMPANY NAME Limited shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of COMPANY NAME Limited, or as required for the purpose of the Contract. |
| 3.4.3 | nicenstripy shall comply with all applicable regulations or other legal requirements concerning the performance of the Services. |
| 3.4.4 | nicenstripy shall ensure that they have throughout the contract period valid public liability insurance cover and if applicable valid and appropriate employee insurance cover. |
| 3.4.5 | nicenstripy shall have produced a properly constructed Risk Assessment and Method Statement that relates to the COMPANY NAME AND SITE(S) ADDRESS, which will be submitted before commencement of any works. |
| **3.5** | **Price of the services** |
| 3.5.1 | The Price of the Services shall be as stated in the tender |
| **3.6** | **Terms of payment** |
| 3.6.1 | nicenstripy will submit one invoice per month to COMPANY NAME Limited. |
| 3.6.2 | COMPANY NAME Limited shall pay the Price of the Services each month within 30 days of date of invoice submitted |
| **3.7** | **Provision of the services** |
| 3.7.1 | nicenstripy will provide the Services with all the skill, care and diligence which may reasonably be expected of a qualified and competent contractor experienced in carrying out work of a similar size, scope, nature and complexity, during the Contract Period in accordance with the COMPANY NAME Limited requirements as set out in the Specification. COMPANY NAME Limited will have the power to inspect and examine the performance of nicenstripy in providing the Services at SITE ADDRESS at any reasonable time.  nicenstripy work to the standards of the IOG at all times. |
| 3.7.2 | In providing the Services, nicenstripy shall comply with and take into account all applicable laws, enactments, orders, regulations including but not limited to, H&S legislation, IOG (Institute of Groundsmen) operational standards and other similar instruments, the requirements of COMPANY NAME AND SITE(S) ADDRESS with relevant jurisdiction and any local, national or supranational agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom or of the European Union. |
| 3.7.3 | If COMPANY NAME Limited informs nicenstripy that they consider that any part of the Services do not meet the requirements of the Contract or differ in any way from those requirements, and this is other than as a result of default or negligence on the part of COMPANY NAME Limited, nicenstripy shall at its own expense re-schedule and perform the work correctly within such reasonable time as may be specified by COMPANY NAME limited. |
| 3.7.4 | Timely provision of the Services shall be of the essence of the Contract, the services shall be provided within the time limits detailed in the specification and the contract. |
| 3.7.5 | nicenstripy will provide a minimum crew of two people on each visit. At certain times of the year additional crews may attend site to maintain the contact to the nicenstripy standards. All crew members of nicenstripy will be in uniform. |
| 3.7.6 | All equipment operated by nicenstripy personnel will be maintained to the manufactures specification. Equipment will be secured in our vehicles whilst not in use to comply with Health and Safety requirements. |
| **3.8** | **Termination on Default** |
| 3.8.1 | COMPANY NAME Limited may terminate the Contract, or terminate the provision of any part of the Contract by written notice to nicenstripy with 3 months written notice if nicenstripy commits a Default and if:  (a)   1. nicenstripy has not remedied the Default to the satisfaction of the Client within 30 days, after issue of a written notice specifying the Default and requesting it to be remedied; or 2. the Default is not capable of remedy; or 3. The Default is a fundamental breach of the Contract. |
| 3.8.2 | nicenstripy may terminate this Contract if COMPANY NAME Limited is in material breach of its obligations to pay undisputed charges by giving COMPANY NAME Limited 60 days written notice specifying the breach and requiring its remedy. |
| **3.9** | **General** |
| 3.9.1 | If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby. |
| 3.9.2 | The Contract shall be governed by the Laws of England, and nicenstripy agrees to submit to the non-exclusive jurisdiction of the English courts. |
| 3.9.3 | nicenstripy shall comply with their obligation under legislation not to unlawfully discriminate. To this end nicenstripy promote equal opportunities in employment regardless of an employee’s ethnic origin, colour, religion, gender, marital status, sexual orientation, age or disability in respect of all conditions of employment and shall ensure that any sub-contractor acts similarly |
| 3.9.4 | Nothing in this Contract confers or purports to confer on any third party any benefit of or right to enforce any term of this Contract under the Contracts (Rights of Third Parties) Act 1999. |
| 3.9.5 | nicenstripy close for a two week period each year between Christmas and New Year. A contact telephone number will be provided for any emergency call-outs during this period. |

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| **4.0** | **Pricing Schedule** | | | | | |
| **4.1.** | VAT number: | | | | | |
| **4.2\*** | **Annual Costs for the services described above:** | | | | | |
| Year (Net): | VAT @20% | Year (Gross) |  |  | 12 monthly payments of |
|  |  |  |  |  | plus VAT |

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|  | **Bidder Undertaking** | |
|  | nicenstripy wish to be considered for the above contract and if successful will undertake to carry out the work in accordance with this contract, with all sections completed and in accordance with the specifications, terms and conditions and pricing schedule above. | |
| **\*** | **Signature:**  **For and on behalf of**  **YOUR COMPANY NAME t/a nicenstripy** |  |
| **\*** | **YOUR Name and title:** |  |
| **\*** | **Date:** |  |
|  | **Address of Contractor** |  |
| **Phone Number(s)** |  |
| **Email address** |  |