

# GENERAL SERVICE AGREEMENT

This GENERAL SERVICE AGREEMENT (the 'Agreement') dated this first day of October 2019

BETWEEN:

CLIENT

Sudbury Town Council  
Town Hall, Sudbury CO10 1TL  
(the 'Client')

CONTRACTOR

Mr Gary Flowers trading as Flowers Groundcare  
Sherwood Croft, Links View, Newton Green CO10 0QT  
(the 'Contractor')

## BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

## SERVICES PROVIDED

The Client hereby agrees to engage the Contractor to provide the Client with the following services (the 'Services')

- **Grounds Maintenance in Sudbury Cemetery** (details shown at Appendix A)

The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client at an additional fee.

## TERM OF AGREEMENT

The term of this Agreement (the 'Term') will begin on 1<sup>st</sup> October 2019 and will remain in force and effective until 30<sup>th</sup> September 2023. The Contractor has the right to increase the fee each year by the latest annual Consumer Price Index plus 1 %.

## PERFORMANCE

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

The Contractor is responsible for ensuring that valid certificates are held in order to legally undertake all Services for the duration of this contract.

## PAYMENT

The Contractor will charge the Client for the Services at the rate of £23,226 per annum.

The Contractor will charge the Client for the Services at the rate of £1,935.54 per month (the 'Payment').

The Client will be invoiced every calendar month.

Invoices submitted by the Contractor to the Client are due within 30 days.

The Payment as stated in this Agreement does not include Value Added Tax. Any Value Added Tax required will be charged to the Client in addition to the Payment.

The Contractor will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Contractor will indemnify the Client in respect of any such payments required to be made by the Client.

The Contractor will be solely responsible for the payment of all remuneration and benefits due to the employees of the Contractor, including any National Insurance, income tax and any other form of taxation or social security costs

The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement unless by prior agreement.

## CONFIDENTIALITY

Confidential information (the 'Confidential Information') refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to,

accounting records, business processes, and client records and that is generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorised by the Client or as required by law. The obligation of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

**RETURN OF PROPERTY**

Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

**CAPACITY/INDEPENDENT**

In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

**INDEMNIFICATION**

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

**MODIFICATION OF AGREEMENT**

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

**ASSIGNMENT**

The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

**SEVERABILITY**

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**WAIVER**

The waiver by either Party of a breach, default, delay or omission of any of the provisions of the Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Signed:..... Town Clerk  
On behalf of Sudbury Town Council

Signed:.....  
On behalf of Flowers Groundcare