**TAVERHAM PARISH COUNCIL**

**Conditions applying to work under contracts**

* If an applicant or employee of an applicant firm to tender for a contract under the Parish Council is to his knowledge related to any member of, or the holder of any office under the Council, he and the person to whom he is related shall disclose the relationship in writing to the Clerk.
* An applicant or applicant firm who fails to do so, shall be disqualified from such a contract and, if the contract is agreed, it will be null and void without notice.
* Canvassing of members of any committee, directly or indirectly, for any contract under the Council shall disqualify the tenderer for such contract.
* A member of the Council shall not solicit for any person or firm any contract under the Council or recommend any person or firm for such contract: but, nevertheless, a member may give a written testimonial of a tenderer’s ability experience or character for submission to the Council with the application to tender.
* The Parish Council is not obliged to accept the lowest tender, nor any tender at all.
* Tenderers should inspect sites in the contract before tendering, as no allowance can be made for unforeseen difficulties encountered in the course of the work.
* The Contractor will be responsible for all necessary insurance in connection with the work. A copy of the contractor’s public and employer’s liability insurance cover must be forwarded with tenders.
* The Contractor will be responsible for the safety of all plant and machinery used in the course of the contract.
* Site of works must be left in good and safe condition.
* The Contractor is required to demonstrate to the Council compliance with all Health & Safety regulations current during the term of the contract. Contractors must forward with tenders a Statement setting out what methods are used in all aspects of the contracted work to ensure the safety of both operators and of members of the public. The Council reserves the right to terminate the contract without notice, should the Contractor fail to observe any of the safety practices set out in such Statement.
* No part of the works specified in the contract shall be contracted out to another party, unless by express written agreement of the Council.
* The Council reserves the right to vary specification details during the term of the contract, to meet changes which may arise from time to time. Cost implications of such variation will be negotiated at the time with the Contractor.