

Weed Spraying Agreement

St Keyne Parish Council 2019



This Agreement is made the 13th day February 2019

BETWEEN

(1) CORMAC Solutions Ltd (CSL) of Head Office, Higher Trenant, Higher Trenant Road, Wadebridge, PL27 6TW. (The Contractor)

And

(2) St Keyne Parish Council (The Local Council)

each a "Party" and together the "Parties".

1. Background

- 1.1 Cornwall Council has withdrawn from undertaking non-statutory herbicide treatment within the highway corridor.
- 1.2 To support localism, The Contractor is offering The Local Council the option to engage CSL to carry out the street weed spraying, whereby The Local Council will order the work from The Contractor at its own expense.
- 1.3 This document formalises the agreement and defines services and obligations.

2. Services and obligations

- 2.1 The Contractor will execute the herbicide spraying of weeds on behalf of The Local Council, based upon the measured distance of **2.147km** detailed on the accompanying maps for the price of **£328.49**
- 2.2 Spraying will be undertaken on 2 occasions during the growing season (Spring and Autumn 2019).
- 2.3 The Local Council will reimburse The Contractor the full extent of the charges made by The Contractor for this service as shown in Schedule 2 to this Agreement.
- 2.4 The Contractor will invoice for the year's works in the form of 2 equal payments to the sum shown in Schedule 2 to this Agreement following each herbicide application.
- 2.5 The Local Council will make full payment to The Contractor within 28 days of the invoice date.
- 2.6 The Contractor will ensure as far as is reasonably practicable that The Local Council is notified in advance of and after the delivery of each application.
- 2.7 The Contractor accepts no liability regarding the effectiveness of the herbicide product.

- 2.8 Although The Contractor will make every effort to complete the works in a timely manner following notification, the operations are weather dependent and The Contractor can accept no liability for delays or reduced effectiveness resulting from unsuitable weather conditions.
- 2.9 Representatives of either Party signing this document must be empowered to do so.

3. Breach and termination

- 3.1 In the event The Local Council fails to make full and timely payment The Contractor will recover any outstanding sums together with our reasonable costs.
- 3.2 This Agreement may be terminated by either party with not less than four weeks' notice. The Local Council will be responsible for all The Contractor's work costs up to and including the termination date. Full and final payment must be made within 28 days of the final invoice date post termination.
- 3.3 Any notice given under this Agreement shall be in writing and shall be sent to the address of the other Party as set out at the Head of this Agreement or such other address as that Party may from time to time notify to the other Party.

4. Amendments

- 4.1 This Agreement may be amended by mutual consent. Any changes in treatment areas will result in pro-rata cost changes. These must be agreed in writing by both Parties before changes will be implemented or charges made.

5. Dispute resolution

- 5.1 In the event of any dispute between the Parties arising in connection with this Agreement, the Parties shall use all reasonable endeavours to resolve the matter on an amicable basis. If the Authority or the Council serves formal written notice on the other that a material dispute of such a description has arisen and the Parties are unable to resolve the dispute within a period of 30 days from the service of such notice, then the dispute shall be referred to a mediator for alternative dispute resolution and Parties shall seek in good faith to resolve the dispute by alternative dispute resolution.
- 5.2 The cost of the appointment of a mediator and the fees and expenses relating to the alternative dispute resolution are to be paid in equal shares by both Parties.

6. The Contract (Rights of Third Parties) Act 1999

- 6.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to and does not give any person who is not a Party to it any right to enforce any of its provisions.

7. Force Majeure

- 7.1 No party shall be considered in breach of its obligations under this Agreement or responsible for any delay in carrying out such obligations, if the performance thereof is prevented or delayed wholly or in part as a consequence whether direct or indirect of war (whether war be declared or not) emergency, strike, industrial dispute, accident, fire, earthquake, flood, storm, tempest or any other unforeseen occurrence. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months either Party may terminate this Agreement by written notice to the other Party.

8. LAW AND JURISDICTION

- 8.1 This Agreement shall be governed by English law and the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

IN WITNESS whereof the Parties have entered into this Agreement by signature of their respective duly authorised representatives, the day and year first above written.

Signed by a duly authorised officer for and on behalf of CORMAC Solutions Ltd



Ann Trevarton
Landscapes and Environment Manager (East)

Signed:

Print:

On behalf of St Keyne Parish Council