



COOKHAM PARISH COUNCIL

COUNCIL OFFICES, HIGH ROAD, COOKHAM RISE, BERKS SL6 9JF
Tel: (01628) 522003 Email: office@cookham-pc.gov.uk

DEVOLVED SERVICES MAINTENANCE CONTRACT Invitation to Tender: Devolved Services Grounds Maintenance 2026-2029

Cookham Parish Council ("Council") are offering the opportunity to tender for its Devolved Services Grounds Maintenance contract.

The duration of any contract will be three years and will commence on 1st October 2026

TENDER INSTRUCTIONS

Prospective Contractors should ensure that they are completely familiar with the nature and extent of the obligations to be undertaken by them if their tender is accepted. If they would like to visit any of the sites, please contact the Clerk on 01628 522003.

Tenders must be received by the end of business on 17th July 2026 either by email or hard copy to the Clerk at the address above.

The Tender application must be submitted by completing and returning Part A of this document . Parts B and C shall be deemed incorporated in the Tender application.

The Decision

The expected value of this tender is below the Public Procurement Contract Regulations 2015 threshold. This Invitation to Tender does not constitute an offer and the Council is not bound to accept the lowest priced, or any tender. The evaluation criteria will include emphasis on quality as well as price.

Freedom of Information

Please note that all information submitted to the Council may need to be disclosed and/or published by the Parish Council in compliance with the Freedom of Information Act 2000. If you consider that any of the information included in your tender response is commercially confidential, please identify it and explain (in broad terms) what harm might result from disclosure and/or publication.

Tendering for Lots The Council has four separate Work Required Lots (Lots'). The Council may at its discretion determine to award individual Lots to different Contractors and/or divide the work for individual Lots between different Contractors.

Tender Timescales (JH Comment -suggested dates below.Please change Tender receipt date above)

Action	Deadline
Issue of Invitation to Tender	12 th June 2026
Deadline for raising any queries on the Tenders	3 rd July 2026
Deadline for return of the Tenders	17 th July 2026
Evaluation of Tenders by Cookham Parish Council	17 th July - 21 st August 2026
Notification of award decision	28 th August 2026
Contract start date	1 st October 2026

GROUNDS MAINTENANCE: TENDER RESPONSE FORM

PART A

PLEASE COMPLETE THE WHOLE OF THIS PART A AND RETURN TO THE CLERK IN ACCORDANCE WITH THE TIMESCALES SET OUT ABOVE. ANY AGREEMENT REACHED WILL BE ON THE BASIS ON THE INFORMATION CONTAINED IN THIS PART A AND WILL INCORPORATE PARTS B AND C

Please start by completing the Contractor details below:-

Contractor Details	
Full name of organisation/individual/trading name (" Contractor ") tendering	
Registered office address	
Named contact for this contract	
Email	
Phone (mobile)	
Company registration number if any	
Year of business formation	
VAT Number if applicable	
Number of grounds maintenance employees	
Provide any details which you feel may be relevant, for example, similar contracts in the area or for similar authorities	

Please tick which Lots the Contractor is tendering for

LOT 1 Cookham Urban & Rural Verges & Hedges	
LOT 2 Bellrope Meadow	
LOT 3 Sutton Road Car Park	
LOT 4 Cookham Library Grounds	

Additional Works falling outside that specified in a Lot

In addition to the specified Works Required in each of the Lots, Additional Works may be required by the Council from time to time. The successful Contractor for the Works Required for that Lot shall be the preferred contractor for such Additional Works, but it shall be subject to agreement on price and any other terms, and the Council reserves the right to select a third party for such Additional Works.

Whilst any specific Additional Work may be agreed on a “job” basis the Council requests that the Contractor please advise its hourly charge. It is assumed that standard equipment and machinery, transport and vehicle costs would be included in all Works Required for the Lots and Additional Works requested. If specialist equipment is required, this should be quoted for separately.

<i>Please quote hourly charge excluding VAT</i>	£
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The Council requires the following documents to be returned with this Tender Response Form :-

- a. Two business references obtained in the last 2 years.
- b. Health and Safety Policy, including any risk assessments
- c. Confirmation of ethical disposal of waste
- d. Copies of public liability cover of £10 million, professional liability, and employer’s liability

Please complete the response forms for those Lots for which a tender is to be made. Once accepted by the Council a contract will be formed in respect of that/ those Lot/s and all of the Works Required, and any subsequent Additional Works agreed, will be subject to *Part B: Contract Standards and Specification* and *Part C: Conditions of Contract*. If you have any specific comments on any matter in this Tender, please raise these in writing with the Clerk prior to submitting your tender as these written terms form the whole contract.

KEYS – any keys issued to a successful contractor should be kept securely and returned at the end of the contract. Keys should not be given to any third party at any time without the written approval of the Clerk.

Tender Response Form LOT 1 Cookham Urban & Rural Verges & Hedges

All prices quoted shall be fully inclusive of all costs including labour, equipment, machinery, vehicle costs, insurance and any disposal.

Works Required	Please itemize costs for each item of Work Required Prices (excluding VAT)
<p>Work is required in respect of both Urban Routes (Purple on the Map) and Rural Routes (Green on the Map) in the Cookham Parish, which are as summarised below, but which are definitively detailed on the map(s) attached and may be viewed in Council offices: -</p> <p>“Urban Routes” comprise: -</p> <p>Alleyns Lane/Dean Lane; Bridge Avenue Lyndhurst Avenue Hillcrest Avenue Penling Close Whyteladyes Lane Gorse Road Peace Lane Lower Bank Road Westwood Verge Maidenhead Road, opposite Whyteladyes Conservation Grass Cannondown Road Maidenhead Road Outside Cookham Station Shergold Way Grange Road Burnt Oak High Road Broomhill Long Lane Lightlands Lane Sutton Road War Memorial Bellrope Meadow Vivien Close</p> <p>“Rural Routes” comprise: -</p> <p>Quarry Wood Road (part) Kings Lane Dean Lane Long Lane Bigfrith Lane Whyteladyes Lane Winter Hill</p>	

Popes Lane
Alleyns Lane
Warners Hill
Hills Lane
Stone House Lane
Gibraltar Lane
Stubbles Lane
Bradcutt's Lane
Terry's Lane
Grange Road
Switchback Road North
Cannondown Road
Lower Cookham Road
Maidenhead Road
Cookham Dean
Grubwood Lane
Hockets Lane
Choke Lane
Spring Lane
Church Road

It is understood and agreed: -

1. The works relate only to the extent that the Urban Routes and Rural Routes are situated in the Cookham Parish boundary and not where any part of such routes might fall outside the boundary in a neighboring area such as Bisham or Maidenhead;
2. Several of the routes are included within both the Urban Routes and the Rural Routes. The specific parts of such roads fall into their respective category are set out in the Agreed Routes Map. Similarly, the specific parts of any of the roads set out in either the Urban Routes or Rural Routes for which Works are required, are as set out in the Agreed Routes Map.
3. "Grass Verges" shall mean an area of grass, growing up to a maximum of 1 metre from the roadside.
4. "Designated Hedges" are those two hedges, as marked on the **Agreed** Routes Map.

The Works are: -

- 1 Grass on Urban Routes - Cut grass; to maintain between 25 mm to 75 mm, it being expected to require a cut 9 times per year with a maximum of 10 times per year being provided for in the Charges...Any cut required in excess of 10 in a year shall be treated as an Additional Work.

<p>2 Grass on Rural Routes - Cut grass to a height of 75 mm, in May, July and October.</p> <p>Litter Pick - Prior to any cutting of Grass on either the Urban Routes or the Rural Routes, the Contractor shall litter pick for the affected sites. The Contractor shall be responsible for the disposal of any litter at a Borough Council waste site.</p> <p>3 Hedges – to cut the sides and the top of the hedges, situated respectively on Whyteladyes Lane on both sides of Broom Hill entrance and in Worsster Lane, as marked on the Agreed Routes Map, once a year, between October and February, and remove cuttings</p>	
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I/We the undersigned agree on the acceptance of the Tender for the above Lot to supply to Cookham Parish Council grounds maintenance services as detailed above for the Price as detailed above. I/We understand that Cookham Parish Council are not bound to accept the lowest or any Tender and that the Council will not be responsible for any expense incurred in preparing this Tender.

I/We understand that the Council has separate work Lots. The Council may at its discretion determine to award individual Lots to different Contractors and/or divide the work for individual Lots between different Contractors.

Signed..... Dated.....

For and on behalf of

Position in Company

Tender Response Form LOT 2 : Bellrope Meadow

All prices quoted shall be fully inclusive of all costs including labour, equipment, machinery, vehicle costs, insurance and any disposal.

Works Required	Please itemize costs for each item of Work Required Price (excluding VAT)
<p>Excluding any riverbank responsibilities as set out below, in respect of the areas within Bellrope Meadow:</p> <ol style="list-style-type: none">1. Litter pick – Litter pick as may be required:<ol style="list-style-type: none">a) on Monday, Wednesday and Friday each week, in the period 1st April – 30th September each year;b) on Monday and Friday each week, in the period 1st October – 31st March each year 2. Grass - Cut grass; to maintain between 25mm to 75mm, it being expected to require a cut 12 times per year with a maximum of 12 times per year being provided for in the Charges...Any cut required in excess of 12 in a year shall be treated as an Additional Work.. 3. Shrubs - Prune, mulch and maintain the shrubs weed free, with a required frequency of 4 times per year. 4. Hard surfaces -to blow leaves off, to make weed-free, and keep in a reasonably clean state, with a required frequency of 26 times per year. The Contractor shall advise the Council if any repairs or remedial work, such as to fix potholes, are needed to the hard surface 5. 3x Litter Bins – empty and replace waste bag<ol style="list-style-type: none">a) on Monday, Wednesday and Friday each week, in the period 1st April – 30th September each year;b) on Monday and Friday each week, in the period 1st October – 31st March each yearThe Contractor shall advise the Council if any repairs or replacement are needed to the litter bins.	

Tender Response Form LOT 3 Sutton Road Car Park

All prices quoted shall be fully inclusive of all costs including labour, equipment, machinery, vehicle costs, insurance and any disposal.

Works Required	Please itemize costs for each item of Work Required Price (excluding VAT)
<p>1. Grass - Cut grass, to maintain between 25mm to 75mm, with a maximum frequency of 10 times per year.</p> <p>2. Site Boundary – make neat and tidy and prevent/remove vegetation encroachment, as and when necessary, with a maximum frequency of 10 times per year, together with an anti – weed spray to be done once a year.</p> <p>For the avoidance of doubt, the Contractor shall have no responsibility or liability for any other work at this location, such as but not by way of limitation the removal of litter or any work in respect of the hard surface.</p>	

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I/We understand that the Council has separate work Lots. The Council may at its discretion determine to award individual Lots to different Contractors and/or divide the work for individual Lots between different Contractors.

Signed.....Dated.....

For and on behalf of

Position.....

Tender Response Form LOT 4 Cookham Library Grounds

All prices quoted shall be fully inclusive of all costs including labour, equipment, machinery, vehicle costs, insurance and any disposal.

Works Required	Please itemize costs for each item of Work Required Price (excluding VAT)
<p>1. Grass - Cut grass; to maintain between 25mm to 75mm, it being expected to require a cut 9 times per year with a maximum of 10 times per year being provided for in the Charges...Any cut required in excess of 10 in a year shall be treated as an Additional Work..</p> <p>2. Shrubs - Prune, mulch and maintain the shrubs weed free, with a maximum frequency of 4 times per year.</p> <p>3. Hedges – make neat and tidy and prevent vegetation encroachment, with a maximum frequency of 4 times per year.</p> <p>4. Hard surfaces -make weed-free and clean, with a minimum frequency of 26 times per year.</p> <p>5. Drains – to clean the drains in front of the building once per year.</p> <p>For the avoidance of doubt, the Contractor shall have no responsibility or liability for the maintenance, repair or replacement of any fences; the repair or any remedial work, such as for pot holes, for the hard surfaces; any trees ,</p>	

I/We the undersigned agree on the acceptance of the Tender for the above Lot to supply to Cookham Parish Council grounds maintenance services as detailed above for the Price as detailed above. I/We understand that Cookham Parish Council are not bound to accept the lowest or any Tender and that the Council will not be responsible for any expense incurred in preparing this Tender.

I/We understand that the Council has separate work Lots. The Council may at its discretion determine to award individual Lots to different Contractors and/or divide the work for individual Lots between different Contractors.

Signed.....Dated.....

For and on behalf of

Position in Company

PART B - CONTRACT STANDARDS AND SPECIFICATION

A. GRASS CUTTING

A1 Standard

Maintain grass at stated heights by use of cylinder mowers where access allows. Where inaccessible to cylinder mowers, rotary mowers or strimmers may be used to comply with the standard. Cuttings need to be removed.

B. WEED CONTROL

B1 Weed Control

Control weeds around the bases of walls, fences, monuments, paths and obstacles by strimming and/or applying environmentally friendly herbicide. Use of glyphosphate is to be avoided, unless absolutely necessary. There should be none used near play equipment or near allotments. Maintain larger areas of paths and hardstanding free from weeds and moss.

Normally, this would entail applications of pesticides/herbicides approved by the Health and Safety Executive such as Glyphosate throughout the period March to October to comply with the required standard. As **Cookham Parish Council operates as far as possible in an environmentally friendly manner, this is not the preferred method for weed control by the Council.**

All relevant legislation, including the Food and Environmental Protection Act and Control of Substances Hazardous to Health must be complied with. Care must be taken to avoid drifting onto adjacent spaces and neighboring properties and only undertaken in suitable weather conditions will prevent this occurring. Any damage caused by drift or over-spraying to third party properties shall be resolved between the land holder and the Contractor.

C. TREES

The Contractor has no responsibility for tree inspections but if in the course of the Work, it identifies any trees which might cause a safety risk, it shall notify the Parish Clerk.

D VISUAL INSPECTION AND REPORTING

D1 Inspection

During the performance of scheduled contract work, the Contractor will carry out visual observations of the areas of work. Any work required to maintain such spaces in good order will be reported to the Clerk not more than one week after the completion of the above checks.

D2 **Graffiti**

The Contractor shall similarly report any graffiti present.

E. **HEDGE MAINTENANCE**

E1 **Road-side hedges and general land**

Where hedges/ bushes lie along a road or pavement, they shall be trimmed to ensure no overhang or obstruction is caused for road/pavement users. Trim top and road-facing sides using a suitable mechanical device. Cuts to be made such that the line of hedge is to be restored to the line existent prior to the previous season's growth. All arisings to be taken to the Contractor's own composting/recycling centre.

F. **REMOVAL OF LEAVES**

F1 **Removal of Leaves**

The Contractor shall rake up and remove fallen leaves from grass areas. Leaf removal shall be carried out once all leaves have fallen between November and December. Arisings to be disposed of at the Contractor's own composting/recycling centre.

G. **GENERAL**

1.1 All hedges shall be trimmed and pruned to encourage a stable hedge. The width at the top of the hedge shall be slightly less than at the base. All woody weeds to be removed and stumps killed.

1.2 The Contractor shall make all cuts cleanly and remove any ragged edges.

1.3 The Contractor shall remove all suckers, self-set trees or shrubs, brambles and ivy which are not part of the hedge, to ground level and treat with stump killer on instruction from the Clerk.

1.4 The Contractor shall ensure that the hedge bases are weed free after each visit.

1.5 The Contractor shall leave grass edges adjacent to hedges neat and tidy.

1.6 Arisings shall be removed unless otherwise stated. All arisings must be swept from hard areas immediately following mowing and arisings disposed of at the Contractor's own composting/recycling centre

1.7 The Contractor shall cause minimum disturbance to nesting birds and wildlife in compliance with the Wildlife & Countryside Act 1981.

1.8 Prior to operations, the Contractor shall ensure that the area is free of large stones and other debris and all glass and metal objects removed. The Contractor shall inspect the site for areas of ground sinkage/potholes and areas of potential hazard and inform the Clerk of any hazards.

1.9 Sharp turns with vehicles on grass areas are to be avoided to ensure that damage does not occur.

1.10 The Contractor shall, during the period of the Contract, ensure that all machines engaged in hedge cutting operations are sharp and properly set, to produce a true and even cut. Any damage or areas of hedge not cut to the approval of the Clerk from such a lack of maintenance shall be made good by the Contractor at their own expense and to the satisfaction of the Council.

1.11 In drought conditions, modify maintenance so that the cutting height is raised to maintain the sward to the maximum specified height.

1.12 Strimming shall be carried out as close as possible to fixed obstructions. Moveable

obstructions may be removed to facilitate cutting and replaced before the Contractor leaves the site.

1.13 Extreme care shall be taken when cutting around tree bases to avoid damage to tree or plant material.

1.14 Great care must be taken to avoid damage to wooden posts, glass windows, doors and cars by hedge cutting and strimming operations. Any damage resulting, shall be reported to the Clerk immediately and made good at the Contractor's own expense.

1.15 Areas not cut to the satisfaction of the Clerk shall be re-cut by the Contractor at the Contractor's own expense.

1.16 Should the Contractor cause damage to the surface or levels of the ground, or create 'divots', the Contractor shall at their own expense reinstate such damage forthwith to the satisfaction of the Council.

1.17 All persons operating machinery must be satisfactorily trained and the Council reserves the right to ask the Contractor to provide adequate proof thereof;

PART C - CONDITIONS OF CONTRACT

1. Description of Works

The Royal Borough of Windsor & Maidenhead ("RBWM") has decided to devolve certain of its services, as provided for in the Lots set out above, to Cookham Parish Council - (hereinafter referred to as "The Council"), and the Council in turn requires the services of contractor to provide these services to the Council.

The works comprise maintenance for the Council as provided for in:

Part A Tender response per Lots of works
Part B Contract standards and Specification of Works Required

The contract will be for five (5) years, beginning 1st October 2026, with a break clause for the Council whereby the Council may terminate on the first or any subsequent anniversary date, upon the giving of four months prior written notice. The contract may be extended for a further term up to five (5) years if deemed beneficial by the Council.

2. Submission of Price

Tenderers - (hereinafter referred to, where agreed with the Council, as "the Contractor") - are required to complete a Tender Response Form for the Works Required each Lot for which they wish to tender and enter their annual price to undertake work to the specific standards in Part B, this to comprise a breakdown for each category of work and a total price for all works. Further to provide an hourly rate for any Additional Works requested. All prices are to be shown exclusive of VAT.

3. Payment

The Contractor is required to invoice the Council monthly with 1/12th of the annual contract sum and any contract variations agreed by the Council in advance – see 'variations below'. Invoices should be submitted in arrears on a monthly basis and are payable within 30 days.

4. Price Review

The total price of the contract will be reviewed annually and increased or decreased by the rise or fall in the Consumer Price Index (CPI) for the previous 12 months (October to September inclusive), starting with the first review effective as of 1st October 2027.

5. Variations

The Contractor acknowledges that the devolution of services by RBWM to the Council is a new undertaking by both these parties and that from time to time, these parties may seek variations in these respective services. The Council shall in turn be entitled to make variations to this Agreement to reflect such changes as it determines.

Where the Council requires more or less work to be carried out, an increase or decrease in price will be agreed on the basis of the rates included in the original tender, as reviewed in 4 above. Similarly, in cases where the Council requires additional works that are not covered specifically in this contract, then other than where work is of an urgent nature (where approval may be given by telephone by the Clerk), these shall be agreed in advance by the Council, priced by the Contractor, authorized in writing by the Clerk and paid together with the next monthly invoice.

In respect of all hourly and fixed price work to be carried out under this Contract, the Contractor must give a quote for the length of time needed to carry out the job, as well as the cost of materials.

6. Indemnity

The Contractor shall fully indemnify the Council against any expense, liability, loss, claim or proceedings arising in respect of personal injury to any person or damage to any property arising from the performance of the services or any act, neglect or omission of any employee of the Contractor, howsoever such liability may arise. Particular attention is drawn to work undertaken on or near public roads.

7. Performance of Service

The Contractor shall perform the services to a professional standard, which conforms to all relevant standards, specifications and codes of practice and is in a manner consistent with the terms and conditions of the agreement and to the reasonable satisfaction of the Clerk.

All operations shall be carried out by the Contractor in a safe and secure manner and without unreasonable noise and disturbance so as not to interfere with the convenience of the public, access to, or occupation of public roads, private or public footpaths or properties.

8. Times of Work

The times of work shall be flexible. The Contractor may work between the hours of 7.00am and 6.00 pm (or dusk if earlier) Monday to Friday,

The Contractor may not work on Saturday, Sunday or Bank Holidays unless requested to do so by the Clerk.

9. Reporting

The Contractor will meet with the Clerk and such members of the Council at such times as the Clerk may

reasonably request at the Council Offices and/or on site to review progress on the contract and to consider future work.

10. Vehicles, Tools & Machinery

The Contractor shall provide and maintain all such vehicles, tools and machinery as are necessary for the proper performance of the services, including fuel. The Contractor shall, at its expense, keep all vehicles, tools and machinery in good and serviceable repair.

The Contractor shall ensure that machines are properly guarded and maintained to present no danger to the operator, surrounding structures, vehicles or any person near operations. The Contractor shall provide their staff with all safety equipment and ensure that staff use these when engaged in work for the Council

11. Insurance

The Contractor will indemnify the Council from any claims for damage to property or persons arising from the performance of the contract and will be required annually to produce evidence of Public Liability Insurance to a minimum value of £10 million per claim.

12. Acceptance of Tenders

The Council does not bind itself to accept the lowest, or any, tender.

13. Quality Assurance/Failure to Perform

Where the Contractor fails to achieve the required standards, for whatever reason, he must inform the Council within 2 working days and propose how the failure is to be corrected. Where correction does not occur within a further 3 working days, a reduction equivalent to the value of work not carried out or not performed to the specification will be made for the relevant invoice. The Contractor will therefore be required to demonstrate that he operates a quality control system to ensure that the standards specified are maintained and all work is carried out as per the specification.

14. Exception Reports

As identified in Part B, the Contractor must inform the Council, by email, of any contract areas which are in need of additional work. The Contractor must inform the Council of such items within one week of the most recent site visit. The Contractor will carry out works arising from such reports in accordance with hourly rates quoted in Part A or as otherwise agreed.

15. Working Practices

The Contractor will ensure that all employed staff may be identifiable – either through uniforms, tabards, badge or some other form of identity. The Contractor's employees shall, at all times, act in a reasonable manner, particularly in their dealing with the general public. No sub-contracting is permissible without the prior written consent of the Clerk to the Council.

16. Termination of Contract

The Council reserves the right to terminate the contract where, in any month, more than 20% deduction to a monthly invoice is made due to failure (see 9 above), or where the Contractor fails

to meet any of the Conditions of Contract as identified in Part C of this document. Four weeks' notice to terminate will be given in such cases.

This Agreement may be terminated by the Council immediately if the Contractor:

- i) has failed to respond satisfactorily within 14 days to a written notice of default issued by the Clerk (which shall include but not by way of limitation where, in any month, more than 20% deduction to a monthly invoice is made due to failure, as provided under clause 13 above); or
- ii) is the subject of voluntary or involuntary bankruptcy, receivership or liquidation proceedings; or
- iii) enters any arrangements or takes any action which could, in the reasonable opinion of the Council affect the good reputation of the Council either directly or indirectly.

The Council further reserves the right to terminate this contract if the Council's own contract with RBWM (which term shall include any successors in title) is terminated, on a minimum of four weeks notice.

17. Contract Manager

The Contractor shall ensure that during the contract period a member of the Contractor's management staff is empowered to act on behalf of the Contractor and be available to be contacted by the Clerk of the Council at all "reasonable" times, i.e., during office hours (generally 9.00a.m. - 12.00 p.m. Monday to Friday). The Contractor should be contactable, or an answering facility made available outside office hours (generally 5.00 p.m. - 8.00 a.m. Mondays to Friday, 24 hours Saturday and Sunday). The Contractor will provide an emergency contacts list. Both the Contractor and the Council will make known to each other the persons responsible for daily matters affecting the contract.

18. Health and Safety

The Contractor shall comply with all relevant sections of the Health and Safety at Work Act: Electricity at Work Act: Control of Substances Hazardous to Health Regulations. The Contractor will adopt safe methods of work in order to protect the health and safety of its own employees, the employers of the service users and all other persons including members of the public. The Contractor will review his/her health and safety policies and safe working procedures as often as may be necessary in the light of changing legislation or work practices. The Contractor will ensure his/her staff are aware of basic fire safety regulations and are trained accordingly

19. Sufficiency of Information

The Contractor shall be deemed to have satisfied itself before submitting its tender as to the accuracy and sufficiency of the rates and prices stated by the Contractor in its tender which shall (except in so far as is otherwise provided in the Contract) cover all the Contractor's obligations under the Contract and shall be deemed to have obtained for itself all necessary information as low risks contingencies and any other circumstances which might influence or affect the Tender or provision of the Service.

20 Whole Agreement

When a Tender Response Form for a Lot has been submitted and accepted in writing by the Council an Agreement will be created on the terms of this Tender Document. Such Agreement contains the whole agreement between the parties relating to its subject matter and supersedes any prior agreements, representations or

understandings between them unless expressly incorporated by reference in this Agreement.

21 Force majeure

A party will not be liable if delayed in or prevented from performing its obligations hereunder due to Force Majeure, provided that it promptly notifies the other of the Force Majeure event, being an event beyond its reasonable control, (but which shall not include labour disputes of its own staff) and its expected duration, and uses reasonable endeavours to minimise the effects of that event.

22 Law

This Agreement is made in accordance with the laws of England and Wales. Subject to any disputes which the parties agree to resolve using an alternative dispute resolution process permitted in accordance with this Agreement, the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any disputes and claims which may arise out of, or in connection with, this Agreement.