

7.2 To APPROVE the purchase of Charles Arnold Baker 12th edition – £119**1. Background**

- 1.1 Arnold-Baker on Local Council Administration is a complete statement of the law relating to Parish and Community Councils, in the form of an extensive though succinct narrative accompanied by comprehensive statutory materials. The 12th edition is now available (2020) and is the most up to date. The Council has a copy of the sixth edition published in 2002, which is now considerably out of date.

2. Proposal

- 2.1 The 'yellow book' is considered essential for all Councils. It is proposed that a copy of the latest edition is purchased as soon as possible so that the Clerk is able to refer to the law when advising the Council.

3. Budgetary implications

- 3.1 £119.

7.3 To APPROVE the localism contract with South Gloucestershire Council for 2021/22.

Date: 23/12/2020 Your Ref:
Our Ref: ECS/SC/LOCAL21
Enquiries to Gary Meddick
Section: StreetCare Design & Operations
Tel: 01454863696
Fax:
E-mail: gary.meddick@southglos.gov.uk

Dear Rachel,

Ref: Localism 2021

Your current contract is due for renewal from April 2021 in evaluating our current cost base we have identified that the contracted annual uplifts using CPI have not kept pace with our operational costs since inception in 2014.

During this period 2014 up to 2020, we have chosen not to re-evaluate our costs instead concentrating on providing you with cost effective services. Now after seven

years we have started the process of baselining our current service delivery costs to understand the size of this gap.

It was our intention to have carried this out during 2020 as most contracts come to a natural end in March 2021. Unfortunately, the onset of the Coronavirus pandemic delayed this process so at this time, we feel it would be unfair to renegotiate any increased costs for 2021 as we are aware that many parish and Town Councils have already made budget decisions.

We are proposing for the period April 2021 up to March 2022 to extend your current contract in line with CPIH currently 0.7% as of September 2020.

Below is an illustration of your costs for 2021/22.

FEATURE TYPE	UNITS	MEASURE	Total
AMENITY GRASS	M2	1,540	£508.66
VERGEGRASS SODBURY ROAD	M2	590	£84.94
SHRUB BED - MULCHED	M2	78.21	£91.06
DOG BINS	NUM	3	£751.46
PARISH LITTER BINS	NUM	2	£500.98
		TOTAL	£1,846.04

Our intention is to put a new offer together during 2021 and provide this to you ahead of any 2022 budget decisions.

We hope this is acceptable and hope to continue to provide a cost-effective service into the future but please do not hesitate to contact me or one of my team if you have any questions.

Yours sincerely



Gary Meddick

StreetCare Operations Manager

See Appendix for contract

7.4 To CONSIDER and APPROVE the proposed complaints procedure for complaints against Wickwar Parish Council.

Wickwar Parish Council



Complaints Procedure

Adopted on xxx

1. Wickwar Parish Council is committed to providing a quality service for the benefit of the people who live or work in its area or are visitors to the locality. If you are dissatisfied with the standard of service you have received from this Council, or are unhappy about an action or lack of action by this Council, this Complaints Procedure sets out how you may complain to the Council and how we shall try to resolve your complaint.
2. This Complaints Procedure applies to complaints about Council administration and procedures and may include complaints about how Council employees have dealt with your concerns.
3. This Complaints Procedure does not apply to:
 - 3.1. complaints by one Council employee against another Council employee, or between a Council employee and the Council as employer. These matters are dealt with under the Council's disciplinary and grievance procedures.
 - 3.2. complaints against Councillors. Complaints against Councillors are covered by the Code of Conduct for Members adopted by the Council on 8th May 2019 and, if a complaint against a Councillor is received by the Council, it will be referred to the Standards Committee of South Gloucestershire Council. Further information on the process of dealing with complaints against Councillors may be obtained from the Monitoring Officer of South Gloucestershire Council.

4. The appropriate time for influencing Council decision-making is by raising your concerns before the Council debates and votes on a matter. You may do this by writing to the Council in advance of the meeting at which the item is to be discussed. There may also be the opportunity to raise your concerns in the public participation section of Council meetings. If you are unhappy with a Council decision, you may raise your concerns with the Council, but Standing Orders prevent the Council from re-opening issues for six months from the date of the decision, unless there are exceptional grounds to consider this necessary and the special process set out in the Standing Orders is followed.
5. You may make your complaint about the Council's procedures or administration to the Clerk. You may do this in person, by phone, or by writing to or emailing the Clerk. The addresses and numbers are set out below.
6. Wherever possible, the Clerk will try to resolve your complaint immediately. If this is not possible, the Clerk will normally try to acknowledge your complaint within five working days.
7. If you do not wish to report your complaint to the Clerk, you may make your complaint directly to the Chairman of the Council who will report your complaint to the Council.
8. The Clerk or the Council (as appropriate) will investigate each complaint, obtaining further information as necessary from you and/or from staff or members of the Council.
9. The Clerk or the Chairman of the Council will notify you within 20 working days of the outcome of your complaint and of what action (if any) the Council proposes to take as a result of your complaint. (In exceptional cases the twenty working days timescale may have to be extended. If it is, you will be kept informed.)
10. If you are dissatisfied with the response to your complaint, you may ask for your complaint to be referred to the full Council and (usually within eight weeks) you will be notified in writing of the outcome of the review of your original complaint.

Contacts

The Clerk of Wickwar Parish Council
Address: 22 Inglestone Road
Wickwar
GL12 8NH
Telephone: 07895 527353
Email: clerk@wickwarparishcouncil.gov.uk

The Chairman of Wickwar Parish Council
Address: Elmcroft
Hall End
Wickwar
GL12 8PD
Telephone: 07811 529311
Email: stephen@wickwarparishcouncil.gov.uk

7.7 To CONSIDER and take a DECISION on whether to extend the deadline for expressions of interest for Wickwar Parish Council Community Infrastructure Levy grants to community organisations in light of the national lockdown (original deadline 25th January 2021).

1. Background

1.1 The timetable for CIL grants to community organisations is copied below:

Round 1 expressions of interest invited	From November 2020
Round 1 expressions of interest deadline	25 th January 2021 (to be considered in February 2021.)
Round 1 full applications invited	From mid February 2021
Round 1 application deadline	26 th April 2021

2. Proposal

2.1 In light of the national lockdown restrictions does the Parish Council wish to consider extending the deadlines above by two months to allow organisations to meet and plan outside of a lockdown situation?

7.8 To CONSIDER and take a DECISION on a proposal to donate one or two surplus benches, purchased using CIL money, to the Wickwar Village Hall Committee for use in the Village Hall car park.

1. Background

- 1.1 It is unlikely that the bench purchased using CIL funding will be suitable for use outside the Town Hall (due to its width and South Gloucestershire Council's concerns about narrowing the pavement there).
- 1.2 Wickwar Village Hall Committee has contacted the Parish Council to ask if it will consider donating one or two benches to provide seating in the Village Hall car park. By donating a bench/ benches the Council will be able to reclaim VAT on the purchases, and ongoing insurance and maintenance costs will be met by the Village Hall Committee.

7.9 To APPROVE a review of the governance arrangements for the King George V Playing Field with respect to the Council's role as sole trustee of the charity, to be carried out by the Clerk.

1. Background

- 1.1 King George's Field Wickwar is a charity and the land is held in trust. The Parish Council is the sole trustee and may be the managing trustee or the custodian trustee. In order to comply with Charity Law the Council must review the governance arrangements for the playing fields. The Council is likely to require legal advice, provision for which has been made in the proposed 2021/22 budget.

2. Proposal

- 2.1 The Council resolves to review the governance arrangements for the playing field. In the first instance the Clerk should be instructed to seek recommendations and quotations for legal advice in line with the Council's Financial Regulations.

7.10 To CONSIDER whether to amend the Wickwar to Chipping Sodbury Cycling/Walking/Horse path route Highways Investigation Scheme Request Form.

Application – see appendix 2

Email from C Maidment 06/01/20

Hi All,

Attached is the response received for applying for a cycle/pedestrian/horse path. It would appear just a cycle path request was made back in 2011! and has been on the list for consideration but has remained on the lowest priority score and less likely to progress in the short term.

I still feel it would be worthwhile going back on assessing the priority on the basis that the volume of traffic has increased, public transport has got worse and we have new housing estates which would mean more users and different users than was the case back in 2011. As such the consideration for implementation should be based on the latest information.

Your views on taking this further would be appreciated

Regards

Email from T Hamblett at South Gloucestershire Council 06/01/20

Our Ref: TH-T428-ECS576562

Dear Mr Maidment

Thank you for the completed Investigation Scheme Request Form for improved facilities for cyclists, pedestrians and horse riders on the B4060 extending from the new development opposite Frith Lane, Wickwar to the existing cycle/pedestrian provision opposite Southfield Drive, Chipping Sodbury.

Please note that a previous request was made in October 2011 to provide a cycleway along the same length of road and is included in the Local Transport Priority List (FV50).

As you have detailed in the investigation form, you would like to see provision not only for cyclists but for pedestrians and horse riders along this length of road for a distance of approximately 3.5km (2.2 miles).

In July 2020 new cycle design standards were published by the Department for Transport in the Local Transport Note 1/20. The updated national guidance for highway authorities and designers aims to assist with cycling becoming an attractive form of transit in many more places and for many more people with improved safety in both perceived and in real terms. Included in this document are key principles that cyclists should be physically separated from pedestrians and they should not in general share space. Cyclists must also be physically separated and protected from significant volumes of high speed motor traffic. To give you an example of the width required to provide multi user facilities alongside the road: - a two way cycle track would require a 0.5m buffer from motor traffic and a width of 3m plus physical segregation between a pedestrian footway of around 0.2m; a footway width of 1.8m is required for pedestrians plus any specific provision for horses. The width of existing highway and verge available along the B4060 would not accommodate 5.5m of segregated facilities for two of the three modes of transport requested and land acquisition would require exploration as part of the investigation scheme.

It is still permissible to consider shared use cycle tracks in certain circumstances on interurban routes with low pedestrian flows, which may apply to this section, however even that reduced level of provision would still require a minimum of 3.5m which is not available consistently.

I also note that along some lengths of the road to the rear of the adopted verge there are ditches which would require piping to accommodate a multi user path and consideration must also be given to lighting for it to be useable at all times.

You will gather then that this proposal would be a very significant undertaking for the council and can perhaps appreciate why investigation scheme FV 50 has not moved forward as yet.

Going forward I propose to change the description of the current Investigation Scheme (FV 50) to include, the provision of a cycle track, pedestrian footway and horse riding facility.

The Local Transport Priority List of scored investigation schemes records all the schemes previously requested, that are competing for detailed and full investigation by the council's Assess and Decide traffic management team.

Once a year all investigation list schemes are scored and prioritised for investigation against the council's Joint Local Transport Plan goals. Historically the 15 highest scoring prioritised schemes will be published in the council's Capital Programme and fully investigated. The remaining competing investigation schemes will remain on the Local Transport Priority List for future selection.

Yours sincerely

Tracey Hamblett

Appendix 1

SOUTH GLOUCESTERSHIRE COUNCIL

AGREEMENT FOR THE PROVISION OF SERVICES

Date of Agreement	1 st of April 2021	
Parties		
“the Council” Acting by authorised to sign this agreement for the Council	Name	Wickwar Parish Council
	Address	Wickwar Parish Council 22 Inglestone Road Wickwar South Gloucestershire GL12 8NH
“the Contractor” Acting by authorised to sign this agreement for the Contractor	Name	South Gloucestershire Council
	Address	Department for Environment and Community Services StreetCare & Transport Services PO Box 1954 Bristol BS37 0DD
Particulars		
“Commencement Date”	1 st of April 2021	
“Contract Term”	ONE YEAR	
“Client Representative”	Rachel Davis	
“Contract Documents”	i. This Agreement ii. The General Terms and Conditions - attached iii. The Specification - attached	

“Services”	The services detailed Part B C and D in the Specification annexed to the General Terms and Conditions.
Agreement	
The Parties agree to enter into this contract for the performance of the Services in accordance with the Contract Documents.	
Signed for the Council Date of signature.....	Signed by [on behalf of] the Contractor  Date of Signature 23/12/2020

SERVICES CONTRACT

GENERAL TERMS AND CONDITIONS OF CONTRACT

1 Background

- 1.1 The Contractor has the necessary skill, knowledge and experience to perform the services.
- 1.2 In reliance upon that skill, knowledge and experience the Council wishes to appoint the Contractor to provide the services and the Contractor agrees to accept the appointment on the following terms.

3. 2 Interpretation

- 2.1 The words and phrases set out in the Agreement apply to these Terms and Conditions.
- 2.2 References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the Commencement Date) from time to time.
- 2.3 The headings of the clauses in this Agreement are for reference purposes only and shall not be construed as part of this Agreement or deemed to indicate the meaning of the relevant clauses to which they relate.
- 2.4 References to a body or person shall not be restricted to natural persons and shall include a company, corporation or organisation.
- 2.5 Words importing the one gender shall include other genders and words importing the singular number shall include the plural.

- a. 3 Duration/Contract Period
- b.

c. 3.1 The Contractor shall provide the Services from "the Commencement Date" and shall continue to provide the Services for the period of the Contract Term, or until the termination of the Agreement in accordance with clause 6, 10, or 11.

- 3.2 The Council shall have the option to extend the Contract Term for a period of no more than [2] years by notice in writing at least 3 months prior to the expiry of the Contract Term.

4 Variation of conditions

- 4.1 The Services shall be supplied solely in accordance with these conditions. All other contractual terms which in any way add to, vary or contradict these conditions upon which the Contractor may seek to rely or otherwise impose on the Council shall be excluded and not form part of the contract (whether or not such other contractual terms post-date these conditions) unless the Council has specifically agreed in writing to be bound by them.

5 Duties of the Contractor

- 5.1 The Contractor shall at all times during the operation of this Agreement:
- 5.1.1 provide the Services and comply with the terms of this Agreement and any specifications or requirements included or referred to in the Agreement;
 - 5.1.2 exercise and continue to exercise the degree of care, skill and diligence reasonably to be expected of a skilled and qualified professional person providing such services in relation to a project of a similar size, scope and nature as detailed in this Agreement;
 - 5.1.3 obey all reasonable directions of the Council Representative;
 - 5.1.4 use its best endeavours to secure and achieve continuous improvement in the delivery of the Services during the period of this Agreement and/or identify cost saving initiatives in connection with the Services.
- 5.2 The Contractor shall keep appropriate records in relation to the provision of the Services (including any detailed in the Specification) and at the Council's request shall make them available for inspection by the Council and/or provide copies of the records to the Council.

4. 6 Default by Contractor

- 6.1 Without prejudice to any other right or remedy, if the Contractor does not provide the services in accordance with this Agreement the Council may:
- 6.1.1 terminate the contract
 - 6.1.2 itself provide or otherwise procure the provision of the Services until it is satisfied that the Contractor is able to carry out the services in accordance with these conditions.
- 6.2 If the cost to the Council of executing or procuring such Services exceeds the amount that would have been payable to the Contractor for executing or procuring such services, such excess shall be paid by the Contractor to the Council in addition to any other sums payable by the Contractor to the Council in respect of the breach of contract.

7 Issue of goods and materials

- 7.1 All goods and materials issued in connection with the contract shall remain the property of the Council and shall be used in the execution of this contract and for no other purpose whatsoever without the prior approval in writing of the Council.
- 7.2 Such goods and materials shall be deemed to be in good condition when received by or on behalf of the Contractor unless it notifies the Council to the contrary within 14 days or such other time as specified in the Agreement.
- 7.3 The Contractor shall return such goods and materials on demand and shall be responsible for all loss thereof or damage thereto howsoever caused prior to their re-delivery to the Council.

8 Confidentiality

- 8.1 The Contractor shall at all times keep confidential (and shall procure that its employees and agents shall keep confidential) the Confidential Information and shall not disclose or permit the Confidential Information to be disclosed except with the prior written consent of the Council or in accordance with the order of a court of competent jurisdiction.
- 8.2 For the purpose of condition 8.1 “**Confidential Information**” means all technical business or similar information relating to the services including all records, reports, documents, papers software and other materials however originated relating to the services or to the business and affairs of the Council

9 Payment

- 9.1 In consideration of the provision of the Services the Council shall make the payments to the Contractor in accordance with Schedule 1.
- 9.2 No payments shall be made “on account” or otherwise in respect of Services yet to be performed.
- 9.3 Payment by the Council shall be without prejudice to any claims or rights which the Council may have against the Contractor and shall not constitute any admission by the Council as to the performance by the Contractor of its obligations under the Agreement. Prior to making any payment the Council shall be entitled to make deductions or defer payment in respect of any disputes or claims whatsoever with or against the Contractor.
- 9.4 Invoices shall show the period and the amount of the Services for which payment is claimed together with the agreed charging rates and any other details the Council may reasonably require.
- 9.5 The Council shall pay the contract price (as detailed in Schedule 1) to the Contractor, by BACS (Bank Account Clearing System), within 30 days of the receipt of a valid VAT invoice.
- 9.6 Whenever under this contract any sum of money shall be recoverable from or payable by the Contractor the same may be deducted from any sum then due or which at any time thereafter

may become due to the Contractor under this contract or under any other contract with the Council.

10 Termination

10.1 This Agreement shall terminate:

10.1.1 upon the expiry of the Contract Term;

10.1.2 if either party fails to comply with any terms and conditions of this Agreement and such failure if capable of remedy is not remedied within **28** days of receipt of written notice of such failure from the other party.

10.1.3 upon the Council at any time giving the Contractor 6 months' written notice to that effect.

11 Insolvency

11.1 The Council may at any time by notice in writing summarily terminate this Agreement without compensation to the Contractor in any of the following events:

11.1.1 if the Contractor being an individual (or where the Contractor is a firm, any partner in that firm) shall at any time become bankrupt or shall have a receiving order, administration order or interim order made against him, or shall make any composition or scheme of arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so, or if in Scotland he shall become insolvent or bankrupt, or any application shall be made for sequestration of his estate, or a trust deed shall be granted by him for the benefit of his creditors

11.1.2 if the Contractor being a company shall pass a resolution, or the courts shall make an order, that the company shall be wound up (except for the purposes of amalgamation or reconstruction), or if an administrative receiver on behalf of a creditor shall be appointed, or if the courts shall make an administration order, or if circumstances shall arise that entitle the courts or a creditor to appoint an administrative receiver, or which entitle the courts to make a winding-up order or administration order provided always that such termination shall not prejudice or affect any right of action or remedy that shall have accrued or shall accrue thereafter to the Council.

12 Consequences of Termination

12.1 On the termination of this Agreement:

12.1.1 the Contractor shall deliver to the Council all Confidential Information in its possession or under its control;

12.1.2 no Services shall thereafter be performed;

12.1.3 the Contractor shall account to the Council for all sums due and shall provide the Council with any reports required under this Agreement in accordance with clause 5.

- 12.2 The expiry or termination of this Agreement shall be without prejudice to any rights which have already accrued to either party under this Agreement.

13 Assignment

- 13.1 The Contractor shall not be entitled to assign the benefit of this Agreement or any rights arising hereunder without the prior written consent of the Council.

14 Copyright

- 14.1 The copyright in all Confidential Information (whether or not computer generated) or any other work or information prepared by or on behalf of the Contractor solely in relation to the Services (and all amendments and additions to the same whether now or hereafter at any time in existence) shall vest in the Council.
- 14.2 The Contractor shall not have the right to use any data, reports, drawings, specifications, designs, inventions, plans, programs or other material where copyright is vested in the Council for its own commercial purposes except with the prior written consent of the Council and then only upon such terms as may be imposed.

15 Indemnity

- 15.1 The Contractor shall indemnify and keep indemnified the Council from and against any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Council resulting from the performance of the Services, including:
- 15.1.1 any act, neglect or default of the Contractor's employees or agents;
- 15.1.2 the proven infringement of the intellectual property rights of any third party;
- 15.1.3 breaches in respect of any matter arising from the supply of the Services resulting in any successful claim by any third party.

16 Insurance

- 16.1 The Contractor shall effect and maintain at its own cost a policies of insurance with reputable insurers in the UK insurance market for a period expiring no earlier than 12 years after completion of the Services to cover the liability of the Contractor in respect of any act or default for which it may become liable to indemnify the Council under clause 12 provided that such insurance is available in the market at commercially reasonable rates. Any increased or additional premium required by insurers by reason of the Contractor's own claims record or other acts or omissions particular to the Contractor shall be deemed to be within commercially reasonable rates. Minimum cover required.

- | | | |
|----|----------------------|------|
| a. | Public Liability | £5m |
| b. | Employer's Liability | £10m |

- 16.2 The Contractor shall inform the Council immediately if such insurance cover ceases to be available at commercially reasonable rates.
- 16.3 Upon request, the Contractor shall provide the Council with a copy of the policy of insurance effected in accordance with clause 16.1.

17 Notices

- 17.1 Any notice, request, demand, consent or approval given under or in connection with this Agreement must be given in writing.

- 17.2 Any such notice, request, demand, consent or approval shall be sent to the registered office or principal business address of either party and, if sent by post, shall be deemed to have been received on the second working day following the date of posting.

18 Environmental considerations

- 18.1 The Contractor shall comply in all material respects with applicable environmental laws and regulations in force from time to time in relation to the products/services the subject of this Agreement. Where the provisions of any such legislation are implemented by the use of voluntary agreements or codes of practice, the Contractor shall comply with such agreements or codes of practice as if they were incorporated into English law

19 Health and Safety

- a. **19.1 The Contractor and all persons employed by it shall throughout the Agreement Term comply fully with the requirements of the Safety Legislation.**
 - b. **19.2 The Contractor shall provide to the Council [Representative] any information relating to the Contractor's compliance with this clause 9 that the Council may reasonably request at any time from the Commencement Date.**
- 19.3 For the purpose of condition 19.1 "**Safety Legislation**" means the Health and Safety at Work Act 1974 and the Consumer Protection Act 1987 together with all regulations made under them including, but not limited to, the General Product Safety Regulations 1994, the Control of Substances Hazardous to Health Regulations 1999 and all other legislation, codes of practice and guidance from time to time amended (including subordinate legislation and European Community legislation to the effect that it has direct effect on member states) imposing legal requirements with respect to health and safety at work and/or the safety of any goods and equipment used in the performance of the services and the health and safety of the users of such goods and equipment.

5. 20 Working on Council Premises

- 20.1 While on the premises of the Council the Contractor shall comply, and shall ensure that its staff comply, with the requirements of the Health and Safety at Work Act 1974 and other relevant legislation, including regulations and codes of practice issued thereunder, and with the Council's own policies and procedures.
- 20.2 The Contractor shall
- 20.2.1 Provide its staff with a form of identification that is acceptable to the Council and which staff shall display on their clothing at all times when they are on the Council's premises.

20.2.2 Ensure that its staff shall report to the authorised officer on arrival and departure from the Council's premises.

20.2.3 Cause as little interference as possible with other activities on the premises.

20.2.4 Instruct its staff about fire risks and require them not to smoke on the premises except where it is expressly permitted to do so.

20.2.5 Remove from the premises any of its staff where the Council so requests.

21 Equalities

21.1 The Contractor shall at all times act in accordance with the Equality Act 2010 in relation to its obligations under this contract

21.2 The Contractor shall take all reasonable steps to secure the observance of Clause 21.1 by all its servants, employees or agents and all suppliers and sub-contractors employed in the execution of the contract.

21.3 The Contractor shall co-operate with the Council in monitoring its compliance with the provisions of Clause 21.1 and Clause 21.2

6. 22 Data Protection

22.1 The Contractor shall comply with its obligations under the Data Protection Act 1998 ("the 1998 Act") and the Computer Misuse Act insofar as performance of the Agreement gives rise to obligations under those Acts.

22.2 The Contractor shall ensure that it does nothing knowingly or negligently which places the Council in breach of the Council's obligations under the 1998 Act.

a.

22.3 The Contractor must protect personal data in accordance with the provisions and principles of the Data Protection Act 1998 and must ensure the reliability of its staff who have access to the data.

7. 23 No Partnership or Agency

- a. 23.1 **Nothing in the Agreement shall be construed as a legal partnership (within the meaning of the Partnership Act 1890) or as a contract of employment between the Council and the Contractor.**
- b. 23.2 **The Contractor shall not be, or be deemed to be, an agent of the Council and shall not hold itself out as having authority or power to bind the Council in any way.**

8. 24 Supply of Information

- a. 24.1 **The Contractor shall take such steps as may be reasonable and practicable to afford the Council access to information which is reasonably required by the Council in connection with any of its statutory duties and responsibilities and for any purposes connected with its rights and obligations under this Agreement (including monitoring the Contractor's compliance with its obligations under the Agreement) or to enable the Council to prepare the necessary documentation to appoint another person to provide the Services.**
- b. 24.2 **The Contractor must notify the Council if:**
 - c. 24.2.1 **There is a change in the control of the majority of the shares in, or the voting rights amongst, its shareholders or members of its organisation.**
 - 24.2.2 **It merges with another organisation.**
 - d.24.2.3 **It transfers any of its business to another organisation.**
 - e. 24.2.4 **A regulatory body directs an inquiry into or makes an order of any kind in relation to its affairs; or**
 - f. 24.2.5 **Any registration which it must maintain in order to provide the Services is withdrawn or cancelled or is threatened to be withdrawn or cancelled.**
 - g. **Freedom of Information**
 - h.
 - i. 24.3 **The Contractor shall in all respects co-operate with the Council's reasonable requests so as to assist in enabling the Council to comply with all legislation relating to access of information, including the Freedom of Information Act 2000 ("the 2000 Act") and the Environmental Information Regulations 2004 ("the 2004 Regulations") and any legislation or guidance issued under or in relation to the 2000 Act or 2004 Regulations and the Contractor shall not disclose to any person any information relating to the Services which is exempt from disclosure without the prior written agreement of the Council.**

9. 25 Variations to the Agreement

- a. **25.1 Any variation to the Agreement may only be made in writing and must be agreed by the Council Representative and the Contractor.**

26 Severance

- 26.1 Each provision of the Agreement is severable and distinct from the others. The parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If any such provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, it shall to that extent be deemed not to form part of the Agreement but (except to the extent in the case of that provision) it and all other provisions of the Agreement shall continue in full force and effect and their validity, legality and enforceability shall not thereby be effected or impaired, provided that the operation of the Agreement would not negate the commercial intent and purpose of the parties under the Agreement.

10. 27 Accrued Rights and Remedies

- a. **27.1 The termination of the Agreement shall not prejudice or affect any claim, right, action or remedy that shall have accrued or shall thereafter accrue to either party.**

28 Corrupt Gifts and Fraud

- 28.1 As soon as either party becomes aware of or suspects the commission of any Prohibited Act in respect of the provision of the Services it shall notify the other party.
- 28.2 The Council Representative shall have the right to require that the Contractor suspend from any further work in connection with the Agreement any person reasonably suspected of fraudulent action or malpractice.

b. 28.3 For the purpose of Condition 28.1 "Prohibited Act" means:

- (a) **Offering, giving or agreeing to give any servant of the Council any gift or consideration of any kind as an inducement or reward:**
 - (i) **For doing or not doing (or having done or not having done) any act in relation to the obtaining or performance of the Agreement or any other agreement with the Council; or**
 - (ii) **For showing favour or disfavour to any person in relation to the Agreement or any other agreement with the Council.**
- (b) **Committing any offence:**

- (i) Under the Bribery Act 2010.
- (ii) Under legislation creating offences in respect of fraudulent acts.
- (iii) At common law in respect of fraudulent acts in relation to the Agreement or any other agreement with the Council; or
- (iv) Defrauding or attempting to defraud or conspiring to defraud the Council.

11. 29 Dispute Resolution Procedure

- a. 29.1 If a dispute arises between the Council and the Contractor in connection with or arising out of the Agreement, the parties shall each use reasonable endeavours to resolve such dispute by means of prompt, bona fide discussion at a managerial level appropriate to the dispute in question.
- b.
- c. 29.2 In the event such a dispute is not resolved within 7 days of it having been referred to a managerial level for discussion then either party may refer it to the senior officer of each party for resolution and the same shall meet for discussion within 14 days thereafter or such longer period as the parties may agree.
- d.
- e. 29.3 In the event that such a dispute is not resolved pursuant to clauses 29.1 and 29.2, the dispute shall be referred at the request of either party to the decision of a single arbitrator appointed by agreement between the parties within 14 days of one party requesting arbitration, failing which appointed on the application of either party by the then President of the Law Society of England and Wales.
- f. 29.4 The costs of any such arbitration shall be paid as determined by the arbitrator.
- 29.5 Neither party shall be prevented from, or delayed in, seeking orders for specific performance or interlocutory or final injunctive relief on an ex parte basis or otherwise as a result of the terms of this clause 29, such provisions not applying in respect of any circumstances where such remedies are sought.
- g. 30 Contractor's Staff/Employees
 - h. 30.1 During the term of this Agreement the Contractor shall employ sufficient appropriately trained, qualified and supervised staff in order to provide the Services and comply with its obligations under the Agreement.
 - i. 30.2 The Contractor is responsible for the employment, including employment conditions, of its employees and shall at all times be responsible for the payment of all salaries and wages, income or other taxes, national insurance contributions or levies of any kind, relating to or arising out of the employment of any persons employed by the Contractor.
- 31 Entire Agreement
 - 31.1 This Agreement contains the whole agreement between the parties and neither party has relied upon any oral or written representations made to it by the other or the others employees, representatives or agents and this Agreement supersedes any prior agreement between the

parties.

32 The Contracts (Rights of Third Parties) Act 1999

- 32.1 Unless the right of enforcement is expressly provided, no third party shall have the right to pursue any right under this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

33 Waivers

- 33.1 Failure of either party to this Agreement to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed to be a waiver of any such provision and shall in no matter affect the right of that party thereafter to enforce such provision.

34 Survival of Terms

- 34.1 The terms of this Agreement shall (except in respect of any obligations fully performed prior to or at the completion of the Services) continue in force and effect after the completion of the Services by the Contractor.

12. 35 Publicity

13. 35.1 The Contractor shall not advertise or publicly announce that it is supplying services or carrying out work for the Council without the prior written consent of the Council, such consent not to be unreasonably withheld.

14. 36 Disclosure of information - Publicity

15.

16. 36.1 The Council may publicise (including on its web site, or contracts register) information relating to this Contract provided always that in so doing it will not disclose material which is genuinely confidential or commercially sensitive. Such information may include but shall not be restricted to the following: the terms of this Agreement, the Contractor's contact details, the contract value and duration, the invitation to tender documents and payments made to the Contractor under the contract.

17.

18. 37 Sub-contracting

19. 37.1 The Contractor shall not assign or transfer any of its benefits, duties or obligations, rights or remedies under this Agreement, nor sub-contract any of the Services or allow any other person to perform any of the Services.

38 Whistleblowing

- 38.1 The Contractor shall notify the Council immediately of any act or omission of any of the Council's employees, members or agents which it is aware is fraudulent, dishonest, ultra vires, an abuse

of process, maladministration, or negligence or otherwise contrary to the general principles of good governance.

- 38.2 The Contractor shall comply with the Public Interest Disclosure Act 1998 and shall establish and where necessary update from time to time, a whistleblowing procedure for its Personnel encouraging Personnel to report incidents of malpractice within the Contractor or the Council to the Contractor. Such procedure shall be similar in all material respects to the whistleblowing procedure operated by the Council from time to time.
- 38.3 The Contractor shall notify the Council in writing forthwith if any Personnel invoke the whistleblowing procedure and shall provide details of the alleged malpractice. Without prejudice to any other rights which the Council may have under this contract, the Contractor shall comply with the Council's reasonable requirements in dealing with the alleged malpractice, where such malpractice affects the Council.
- 38.4 In this clause "malpractice" shall include any fraud or financial irregularity, corruption, criminal offences, failure to comply with any legal or regulatory obligation, endangering the health or safety of any individual, endangering the environment, serious misconduct or serious financial maladministration.

20. 39 Law

- 39.1 The parties shall accept the non-exclusive jurisdiction of the English courts and agree that the Contractor is to be governed and construed according to English law.

40 Force Majeure

- 40.1 Neither party shall be entitled to bring a claim for a breach of obligations under the Contract by the other or incur any liability to the other for any loss or damages incurred by that party to the extent that a Force Majeure Event occurs and it is prevented from carrying out obligations by that event.
- 40.2 In the occurrence of a Force Majeure Event, the party affected shall notify the other as soon as practicable. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the affected party and any action proposed to mitigate its effect.
- 40.3 As soon as practicable, following such notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of the Contract.
- 40.4 For the purpose of this clause 38, "Force Majeure Event" means any event or occurrence which is outside the reasonable control of the party concerned, and which is not attributable to any act or failure to take preventative action by the party concerned, including (but not limited to)

governmental regulations, fire, flood, or any disaster. It does not include any industrial action occurring amongst the Contractor's Staff.

a. SCHEDULE 1

Price & Payment Arrangements (including index linking etc)

			WICKWAR
			Localism Charges 2021/22
FEATURE TYPES	UNITS	MEASURE	Total
AMENITY GRASS	M2	1540	£508.66
VERGEGRASS SODBURY ROAD	M2	590	£84.94
DOG BINS	NUM	3	£751.46
Parish Litter Bins	NUM	2	£500.98
			£1,846.04

ANNEX A

The Services
(as set out in the Specification)

Appendix 2



Email: transportservices@southglos.gov.uk
Department for Environment & Community Services,
PO Box 1954, Bristol, BS37 0DD
Tel: (01454) 868000

Highways Investigation Scheme Request Form

Proposal title: Wickwar to Chipping Sodbury Cycling/Walking/Horse path route
Submission date: 2/1/2021

Applications are only accepted if submitted with the support of a local ward member and parish council. Applicants may be contacted by South Gloucestershire Council for further information - parish councils should name an individual member(s) of the council who has knowledge of the issue causing concern.

Applicant name(s): Colin Maidment

Address: 22 Back Lane

Wickwar

Wotton under –Edge

South Gloucestershire

GL12 8NN

Supporting ward name(s): Pat Trull

Supporting parish council(s): Wickwar Parish Council*

Name of councillor(s): *

Stephen Isaac, Gareth Fielding, Angie Carrol, Andy Pennington,

Colin Maidment

Telephone: 07950960751

E-mail: colin@wickwarparishcouncil.gov.uk

Description of the problem or issue:

Description of the problem(s):

What is the problem? Who does it affect?

The village of Wickwar in South Gloucestershire covers an area of approximately ten square miles in which there are approximately 700 dwellings (with approximately 25 % of which are new houses being built) with an additional 150 at an early planning application stage.

The village has narrow paths leading into the village and the Sodbury Road B4060 has an average traffic flow of 1000 vehicles at peak times and 500 vehicles off peak which makes cycling on the current main road a dangerous prospect.

Wickwar has a poor provision of public transport with a bus every one and a half hours and no public transport in the evenings and weekend. Also the historic narrow features of the pavement s result in the car being the only safe method of movement within the village and no means apart from the car of travelling further afield.

Location:

Where is the problem? Define the extent or boundary. (Provide a plan)

The proposed Cycleway/Footpath/Horse path would extend from the main road out of Wickwar (Sodbury road) at the end of the current two new housing estates, down the Sodbury Road (approximately 2.25 miles) to join up with a current shared cycle path opposite Southfield Way adjacent to Wickwar road.

Duration / frequency:

How long has this been a problem? When during the day is it a problem?

Over the last ten years the growth of traffic due to developments both North and South of Wickwar coupled with the increase in population of Wickwar has resulted in traffic at peak times of 1000 vehicles and 500 vehicles off peak (Measured by South Gloucestershire Council in October 2017) which on a B Road presents a possible hazard to cyclists, walkers and horse riders.

Coupled with the fact that outside the boundary of the village down Wickwar Road and Sodbury Road there is no street lighting which also presents a hazard to cyclists and walkers at night.

The proposed solution:

The proposed solution or improvement:

What do you think will help and why?

To combat the reliance on the use of the car and the resulting environmental impact this creates, the only two options are to improve the bus service and to provide a safe method for cyclists to travel out of the village. The main road out of Wickwar (Sodbury Road) currently has two housing developments being built which will have shared cycle paths along the Sodbury Road. Consideration should be given to extending these paths down Sodbury Road to join up with a current shared cycle path opposite Southfield Way adjacent to Wickwar Road. Provision of this complete cycleway/footpath/horse path would allow users to cycle/walk/ride from Wickwar to Chipping Sodbury and indirectly into Yate in a safe manner.

Council transport goals:

The Joint Local Transport Plan (2011 – 2026) is based around five key transport goals: **(see guidance sheet for an explanation of how these might be relevant)**

- Reduce carbon emissions
- Support economic growth
- Promote accessibility
- Contribute to better safety, security and health
- Improve quality of life and benefit a healthy natural environment

How will your proposed solution help us contribute to our strategic goals?

How and why would it reduce carbon emissions?	Reduction of carbon emissions would result as Wickwar parishioners would be cycling as an alternative to the use of pollution generating vehicles.
How and why would the proposal support economic growth?	The proposed solution would enable non car owners to be able to travel to areas of employment and leisure facilities in Yate and Chipping Sodbury. It would support workers in travelling to the industrial estates in Wickwar. The provision of a joint path which horse riders could use would also support the local riding stables in the provision of a safe route for horse riders.
How and why would it promote accessibility?	The provision of the proposed cycleway/walkway would provide the infrastructure to enable children to cycle to secondary schools in safety. It would also allow the use of cycling as a viable option from both Wickwar to Chipping Sodbury/Yate for individuals who do not have access to a car and need to work in these locations.
In what context would this contribute towards better safety, security or health benefits?	Wickwar is on the edge of the Avon Valley Cycle Way and as such hobby cyclists travel south along the B4060 to connect up with the Avon Valley Cycle Way and other roads into the Cotswolds. This is particularly popular in the summer months and at weekends. Also for people travelling to work in the Yate and Chipping Sodbury areas it would provide a safe method of transit for cyclists.
How would this help to improve quality of life and benefit a healthy natural environment?	As previously stated the subsequent reduction in vehicular air pollution due to cycling and walking would be of benefit along with a reduction in vehicle noise. Persuading people to cycle instead of using their cars would benefit their health enormously both mentally and physically.

Local consultation:

Please present any evidence of support for the proposal.

During the previous year's individuals have approached Parish Councillors verbally to look at the possibility of providing a safe route for cyclists, walkers and horse riders from Wickwar to Chipping Sodbury.