

## **AGREEMENT for CONTRACT FOR SERVICES OF A LENGTHSMAN**

The **Contracting Parties** are

Colton Parish Council (hereinafter referred to as THE PARISH)

and

Mr Archie Workman..... of... The Nook, Penny Bridge, Nr Ulverston, Cumbria  
(hereinafter referred to as THE LENGTHSMAN)

### **In this Agreement:-**

1. In this Agreement

"Administrator" means the representative of the Parish Council.

"Contract Fee" means the payment referred to in Annex 2 of this Agreement.

"Highway Maintenance" means works as described under the work schedule in Annex 1 Part 2 of this Agreement hereto on the highways referred to in Annex 1 Part 1 of this Agreement.

2. The Lengthsman confirms that his/her obligations under this Agreement are owed to and are enforceable by the Parish.
3. The Lengthsman shall carry out highway maintenance as described in Annex 1 of this Agreement, under the general direction and supervision of the Administrator. Any change of Administrator shall be notified to the Lengthsman in writing.
4. The Administrator may request the Lengthsman to carry out additional ("nominated") tasks from time to time. Each nominated task will be specified and the price agreed in writing between the Administrator and the Lengthsman and approved by the Parish and the Area Highways Engineer before any work is carried out. Such work will not include the excavation of the highway surface.
5. The Lengthsman undertakes to carry out the works in accordance with the terms of this Agreement in a safe and efficient manner. At all times the LENGTHSMAN shall use all due skills and diligence and comply with all relevant statutory requirements (including Health and Safety at Work Legislation) and all other enactments at all times in carrying out Maintenance.
6. This AGREEMENT shall be effective from .....1<sup>st</sup> August 2015.....and, subject to Clause 14, shall terminate on .....31st July 2016..... This Agreement will be subject to annual review and may be renewed annually by agreement in writing.
7. The CONTRACT HOURS shall be in accordance with Annex 2 of this Agreement. The CONTRACT FEE shall be calculated in accordance with Annex 2 of this Agreement. The Lengthsman will submit a quarterly invoice detailing works carried out with dates, times and locations, and certifying that there is in force a Public Liability Policy. Payment will be quarterly in arrears.
8. The LENGTHSMAN in carrying out Highway Maintenance shall not impede the passage of vehicles except to the extent that it is necessary to do so and shall safeguard the passage of pedestrians and shall use signs and cones when necessary for the guidance and protection of the public and shall comply with the standards of the County Council including any Code of Practice issued by the County Council to the Parish, and adhere to industry standard best practice at all times.

9. The LENGTHSMAN shall, through the Administrator, liaise with the local Highways Engineer who shall be responsible for avoiding conflicts between different works being carried out on the public highway.
10. The Lengthsman will comply with all guidance, advice and undergo such training as is specified by the Parish.
11. The Lengthsman shall maintain a valid public liability policy for at least £5,000,000 in respect of any one claim, to indemnify the Parish Council and the Highway Authority (Cumbria County Council) for any claim arising from the Lengthsman's obligations under this agreement.
12. The Lengthsman will immediately refer any complaints from whatever source to the Administrator.
13. The parties acknowledge and the Lengthsman undertakes that any loss damage death or injury suffered by the parties or any third party arising out of the performance or non performance of this Agreement by the Lengthsman shall be the responsibility of the Lengthsman save that the Parish may be liable only to the extent of their own direct negligence.
14. Either party may terminate this Agreement giving the other one month's notice in writing. In the event of any breach of the terms of the Agreement or failure to perform any term in the Agreement, the Parish may give 14 days notice to remedy the breach and may then give a further 7 days notice to terminate the agreement if such remedial action has not been taken to the satisfaction of the Administrator. Upon termination the Parish shall be entitled to withhold or set off any payments due to the Lengthsman.
15. The Lengthsman is required to maintain and produce to the Parish acceptable confirmation of his/her status as a self employed person for the purposes of this contract but will remain liable for any income tax arising under the contract if subsequently adjudged by the HM Revenue and Customs to be an employee of the Parish for the purposes of the contract.
16. As referred to within the title, this document forms a 'contract for services' and not a contract of employment. As such, the Lengthsman will be appointed to undertake the services required on a self-employed basis and will not accrue employment rights with either the Parish or Cumbria County Council. This agreement is exempt from the Rights of Third Parties Act 1999.
17. The Lengthsman shall be regarded as self-employed during the continuance of the contract and shall make arrangements with the HM Revenue and Customs to pay income tax in accordance with Schedule D, plus National Insurance contributions to the contributions agency as appropriate to a self-employed person.

**ANNEX 1**

**PART 1**

The Highways covered by this Agreement are all publicly maintainable roads comprising at least carriageways (and where available footways) excluding trunk roads and Class A and B (Classified) Roads within the Parish.

**PART 2**

**Work Schedule**

- Clear gully grates.
- Dig out blocked gullies .
- Clear verge grips.
- Clear headwalls.
- Rod blocked drains if practical.
- Advise landowners & frontagers when their ditches need cleaning. Notify the Administrator when unsuccessful.
- In especially difficult circumstances clear ditches - only with prior agreement of Administrator.
- Clean dirty signs (except illuminated signs).
- Remove vegetation obstructing signs.
- Side out footways to normal width and spread arisings on verge where possible.
- Negotiate with frontagers for them to cut back overhanging vegetation. Notify the Administrator when unsuccessful. In cases of hardship, cut back and dispose of after consultation with the owner.
- Other work with specific approval of the Administrator.

**ANNEX 2**

**CONTRACT HOURS AND FEE**

The Contract hours are .....21..... hours per month.

The Contract fee is ....£14... per hour.

Signed for .....Parish Council

By .....Clerk.                      Date:.....

LENGTHSMAN NAME (print): .....

ADDRESS: .....

TEL:.....

Signed by Lengthsman: .....                      Date:.....