



- k. The Lengthsman will comply with all guidance, advice and undergo such training as is specified by the Parish and the Council.
  - l. The Lengthsman shall maintain in full force and effect for the whole of the term of this Agreement with an insurance company of repute public liability insurance for at least five million pounds (£5,000,000.00) in respect of any one claim and such further liability insurance which will indemnify the Parish and the Council from any claims arising from the Lengthsman's obligations under this Agreement.
  - m. The Lengthsman shall produce to the Administrator on demand the policy of insurance and the receipt for the last paid premium.
  - n. The Lengthsman shall not carry out the Highway Maintenance unless there is in force for each piece of work a valid public liability policy.
  - o. If the policy lapses for non payment of premium the Parish may pay the same and deduct the monies paid from any fee due to the Lengthsman.
- 6 The Lengthsman will immediately refer any complaints from whatever source to the Administrator.
- 7 The parties acknowledge and the Lengthsman undertake 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.
- 8 This Agreement may be renewed on an annual basis by agreement in writing.
- 9 Either party may terminate this Agreement giving the other one month's notice in writing. The Parish may terminate upon giving seven days notice in respect of any breach of the terms of the Agreement or failure to perform any term in the Agreement and upon termination shall be entitled to withhold or set off any payments due to the Lengthsman.
- 10 The Lengthsman will not subcontract any part of the contract without the prior written agreement of the Parish and will be responsible for the remuneration of any of his servants, employees or sub contractors whom he employs to undertake any part of the contract.
- 11 The Lengthsman is required to maintain and produce to the Parish acceptable confirmation of his 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 Inland revenue to be an employee of the Parish for the purposes of the contract.
- 12 This contract does not constitute a contract of employment.

## AGREEMENT for CONTRACT FOR SERVICES OF A LENGTHSMAN

The **Contracting Parties** are

..... Parish Council  
(hereinafter referred to as THE PARISH)

and

..... of .....

(hereinafter referred to as THE LENGTHSMAN)

- 1 This AGREEMENT is supplemental to contracts (“the Contracts”) between the Worcestershire County Council (“the Council”) and the Parish (copy attached)
- 2 In this Agreement:-
- 3 “Administrator” means the person referred to in Clause 3
- 4 “Contract Fee” means the payment referred to in Clause 4
- 5 “Highway Maintenance” means the highway maintenance referred to in Clause 2.1 and the nominated tasks referred to in Clause 2.2
  - a. The Lengthsman confirms that his obligations under this Agreement are owed to and are enforceable by the Council as well as the Parish
  - b. The Lengthsman shall carry out the highway maintenance works described in Part 2 of Annex 1 hereto on the highways referred to in Part 1 of Annex 1
  - c. The Parish 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 before any work is carried out.
  - d. The Lengthsman undertakes to carry out the works in accordance with the terms of the Contract between the Parish and the Council and in accordance with this Agreement and at all times in a safe and efficient manner.
  - e. This AGREEMENT shall be effective from the 1<sup>st</sup> April ? and subject to Clauses 9 and 10 shall terminate on the 31<sup>st</sup> March ?
  - f. Highway Maintenance shall be supervised by the Administrator being the Clerk to the Parish. Any change of Administrator will be notified to the LENGTHSMAN in writing.
  - g. The CONTRACT FEE shall be calculated in accordance with Annexe 2. The Lengthsman will submit a monthly invoice detailing works carried out and certifying that there is in force a Public Liability Policy. Payment will be monthly in arrears.
  - h. The LENGTHSMAN shall comply with all relevant statutory requirements (including Health and Safety at Work Legislation) at all times in carrying out Highway Maintenance
  - i. 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 Council including any Code of Practice issued by the Council to the Parish.
  - j. The LENGTHSMAN shall, through the Administrator, liaise with the Council’s Lengthsman Coordinator who shall be responsible for avoiding conflicts between different works being carried out on the public highway.