

# MELBOURN PARISH COUNCIL

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## INDEPENDENT SERVICE PROVIDER AGREEMENT (the "Agreement")

dated this ..... 2022

BETWEEN:

Melbourn Parish Council, The Hub, 30 High Street, Melbourn, Royston, Herts. SG8 6DZ ('the Client')

and

.....

('the Service Provider')

### IT IS AGREED AS FOLLOWS:

#### 1 BACKGROUND

- 1.1 The Service Provider has the necessary skills, knowledge and experience to perform the Services required by the Client.
- 1.2 By accepting the Agreement, the Service Provider confirms they have the skills, knowledge and experience the Client wishes to appoint and agrees to accept the appointment on the following terms:

#### 2 TIMESCALE

- 2.1 This Agreement will commence on the date of signature. The Agreement is intended to cover a period of planned absence and will be reviewed on a weekly basis. The Agreement will terminate upon one week's notice following discussion by the Parish Council or notice by the Service Provider (7.1).
- 2.2 Upon expiry of the Agreement, the Service Provider will return any and all property belonging to the Parish Council.

#### 3 SERVICE REQUIREMENTS

- 3.1 The Service Provider will be required to deliver the following services:
  - day to day maintenance around the village
  - meeting contractors on site to advise on / oversee works
  - assisting the parish office with drawing up job specs for works needed
  - marking out burial plots
  - tree planting in Millennium Copse
  - routine maintenance (strimming/weed and nettle management) in Stockbridge Meadows
  - 'out and about' being the visible face of the Parish Council
  - maintaining MVAS units (changing batteries, relocating the unit)
  - weekly inspections of all areas (cemeteries, play parks, recs, pavilion etc)
  - attending monthly Maintenance meetings
  - general handyman jobs (fence repairs, bench repairs etc)
  - cutting back overgrown hedges etc

- 3.2 In addition, the Service Provider will provide occasional holiday cover for the Village
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Wardens as agreed in advance with the Clerk

**3.3** Melbourn Parish Council will provide all equipment necessary to carry out the tasks detailed above. Provide global insurance cover for the activities of the Service Provider as part of the Melbourn Parish Council Liability Insurance.

**3.4** Any further service requirements identified in the carrying out of the above Service Requirements will be brought to the attention of the Client before being completed.

## **4 PLACE OF WORK**

**4.1** The usual place of work will be within the Parish of Melbourn.

## **5 PRICE AND PAYMENT**

**5.1** The hourly rate of pay will be £9.46.

**5.2** Payments will be made on a monthly basis by cheque or bank order following submission of an invoice. The Service Provider is responsible for making payment of all tax and other statutory deductions.

## **6 HOURS OF WORK**

**6.1** The hours of work will typically be up to 14 hours per week to be worked over two days. The days of work to be agreed with the Village Wardens and the Clerk. The Service Provider may be requested to work additional hours over and above this, if due to absence or civic reasons there is a need to do so, and as agreed with the Clerk.

**6.2** If a need for additional hours is identified in order to complete the Client's Service Requirements, these will be brought to the attention of the Client via monthly progress reports or at full Parish Council meetings.

## **7 PROBATIONARY PERIOD**

**7.1** You join us on an initial probationary period of one month. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time. During this one - month period and afterwards your notice is one week for both yourself and the company.

**7.2** We reserve the right not to apply our full disciplinary procedures during your probationary period.

## **8 NOTICE OF TERMINATION OF SERVICE PROVIDER AGREEMENT**

**8.1** Either party may terminate the contract by giving one week's notice in writing.

**8.2** Within one week of the termination of the Agreement the Service Provider is required to surrender to the Client all Council property including any documents and other materials, including copies that have been held on behalf of the Client. The Service Provider shall irretrievably delete from all personal electronic devices all property of the Client and shall produce evidence of such as the Client may require.

## **8. DISPUTE RESOLUTION**

**8.1 Conciliation and Mediation:** Before resorting to formal procedures from the Service Provider or from the Client it is the policy of the Client that discussions between both

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parties should be entered into with the express purpose of resolving the matter through a process of mediation seeking conciliation. Where necessary the Client will seek the services of an external expert to forward this process to reach a conclusion satisfactory to both parties in the dispute.

**8.2 Redress of Grievance:** Applications in writing must be made to the Human Resources, (HR) Panel for redress of any grievance relating to the Independent Service Provider Agreement. The HR Panel shall report the application to a meeting of the parish council, held in the absence of the public and the press where the Service Provider will have an opportunity to set out their grievance. The grievance will then be considered and a decision reached. Should the Service Provider be dissatisfied with the decision they have the right to seek the services of an external expert to forward this process to reach a conclusion satisfactory to both parties in the dispute.

### **9. HEALTH AND SAFETY**

**9.1** The Service Provider is expected to familiarise and comply with all relevant Regulations, Legislation and Policies applying to or made by the Client and ensure others comply with these as required.

### **10 EQUAL OPPORTUNITY & EQUALITY**

**10.1** The Client is an Equal Opportunity and Equality employer and observes current legislation. The Service Provider is expected to familiarise and comply with the Client's policies.

### **11. CONFIDENTIALITY**

**11.1** Confidential information relates to any data or information relating to the business of the Client which would reasonably be considered to belong to the Client including, but not limited to, accounting records, business processes and Client records and this is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

**11.2** The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Service Provider has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

On behalf of Melbourn Parish Council

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_

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Service Provider

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_