

Contract regarding the maintenance of Hoton Burial Ground

1. This contract is between Hoton Parish Council (hereafter HPC) and Prestwold-cum-Hoton, Burton on the Wolds and Cotes Parochial Church Council (hereafter SAPCC) and covers the general maintenance of Hoton Burial Ground (hereafter HBG) located in the Parish of Hoton, Leicestershire adjacent to the former St Leonards Church Hoton.
2. SAPCC have a legal duty to maintain the burial ground but HPC agree to administer the general maintenance and upkeep of HBG on behalf of SAPCC.
3. SAPCC agree to retain liability for public safety within HBG and to indemnify HPC and its contractors from any claims relating to accidents within the HBG other than those caused by willful negligence of HPC contractors. HPC will ensure that its contractors carry the necessary public liability insurance to cover the period and extent of its work.
4. HPC agree to maintain the area of grass, paths and hedge regularly and without liability alert SAPCC to any major maintenance work required to elements not covered by the agreement for instance, but without limitation, to memorials and trees.
5. HPC will maintain a Working Party, subject to periodic approval and HPC standing orders covering Working Parties, to oversee maintenance. SAPCC will be entitled to put forward a representative for the Working Party should it so wish but will be under no obligation to do so.
6. In return for administering the maintenance SAPCC agree to pay HPC an annual sum of £500 towards the maintenance of HBG.
7. The consideration may be paid in 12 monthly installments per year by standing order but the annual sum and any amount owing from previous agreements must be paid in full by the end of each 12-month period within the contact.
8. The contract commences on 1st April 2021. Both councils will review this contract every two years thereafter or whenever HPC's maintenance contracts are renewed.
9. SAPCC recognizes that HPC will enter into long-term arrangements with third parties to perform this contract on its behalf and also has obligations to its tax payers. In the event of non-payment both parties will attempt to mediate however if no solution is found within 6 months HPC may resort to legal remedies to recover the debt and any costs brought about by such an action.

Signed

Name:

Position:

on behalf of Hoton Parish Council

Date

Signed

Name

Position:

On behalf of Prestwold-cum-Hoton, Burton on the Wolds and Cotes Parochial Church Council

Date