



STAMBRIDGE PARISH COUNCIL

www.stambridgepc.co.uk

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DRAFT

STAMBRIDGE PARISH COUNCIL STREET LIGHTING POLICY.

18th April 2019.

SPC Streetlighting responsibility:

Stambridge Parish Council own and is responsible for some 38 street lights in the Parish, a mixture of Columns and Pole brackets.

See attached list. 1)

Re: Annual Precept appraisal:

Stambridge Parish Council reviews the annual energy supply invoices in November/December. These figures together with all maintenance invoices, guide councillors' expenditure judgement for the following financial year, as part of the overall annual Precept on Rochford District Council. These figures are presented to the insurers annually.

Clerk and Councillors responsibilities:

The Clerk surveys the streetlighting condition on a regular basis and reports back to the SPC on known problems.

Councillors also draw attention to outages at SPC meetings using the P marker numbers on the posts or the streetlight road position.

The Public also draw attention to outages via the Parish Clerk using the P marker numbers on the posts or the streetlight road position.

The Clerk is tasked to engage with the contractor to arrive at the best outcome for the SPC re:

- i Best value for money.
- ii The contractor's call out fee is a fixed charge for attending one or more outages.
- iii A 'best value for money' approach is used to report outages to the contractor in a situation where there are more than one streetlight unserviceable, thereby saving on the call out charge.
- iv If a single streetlight is situated at a strategic point ie: Street corners, speed restricted road sections coverage, school proximity and village environs then the above BVM will not apply.

Insurance cover:

Came and Company Local Council Insurance, supply general Council Insurance (Inspire) and cover for all streetlights in the event of damage to an asset or a Road Traffic Accident or other event that removes the asset.

Energy supplies:

UK Powernetworks are in receipt of Unmetered Electricity Supply Agreement with Stambridge Parish Council.

UK Power networks are responsible for the supply of energy to all SPC streetlights.

N.B: UK Powernetworks latest policy is to refuse any reconnection to a Pole bracket in the event of an accident and disconnection and will only supply power to a 'Pole bracket replacement' ie; a Column.

Contractors' responsibility:

The Contractor W&H (Romac) Ltd has an Independent Contractor Agreement with Stambridge Parish Council.

See attached: 2)

Contractor (W&H (Romac) Ltd) as above is used to supply the maintenance and replacement parts for all of the streetlighting assets.

See attached: 3)

Contractor (W&H (Romac) Ltd) Schedule of Rates for Streetlighting and Minor Maintenance.

Chairman:

Clerk:

STAMBRIDGE PARISH COUNCIL STREETLIGHT SURVEY 2017.

<u>ROAD NAME</u>	<u>Lamp</u>	<u>No.</u>
<u>MILL LANE</u>		
All of Mill Lane: Pole Brackets numbered	PB	P1-P7
<u>STAMBRIDGE ROAD:</u>		
Corner of Stambridge Road and Mill Lane	PB	P1
Corner of Great Stambridge, Farm Road	Col	P2
Opposite GT Stambridge Farm Road	Col	P3
Opposite Church	Col	P4
Opposite School	Col	P5
Outside School	Col	P6
Outside Memorial Hall	Col	P7
Next towards the Village Green	Col	P7A
On Village Green	Col	P8
Corner of Hampton Barns entrance	Col	P9
Outside Stambridge Fisheries	Col	P9A
Towards the Bridge	Col	P10A
By the Bridge	PB	P10
Other side of the Bridge	Col	P14
Corner of Ash Tree Court	Col	P19
Next towards Royal Oak	PB	P11
Opposite Royal Oak	PB	P12
Outside corner of Royal Oak	Col	P18
Next towards Cagefield Road	PB	P13
Opposite Wheatfield's	Col/PB	P15
Outside old Police Station	PB	P16
Next towards Apton Hall Road	PB	P17
Corner of Stambridge Road /Apton Hall Road	Col	P2
<u>STEWARDS ELM FARM LANE</u>	PB	P1
<u>CAGEFIELD ROAD</u>		
Corner of Cagefield Road and Stambridge Road	PB	P4
Heading towards end of road	PB	P3
Heading towards end of road	Col	PX
Heading towards end of road	PB	P2
At End of Road	PB	P1
<u>APTON HALL ROAD</u>		
50 yards left of Corner with Stambridge Road	PB	P1
20 yards right of Corner with Stambridge Road	PB	P2

N.B. Little Stambridge Hall Lane, Ash Tree Court and Wheatfields have Essex County Council controlled and modified Streetlights.

2)

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") dated this _____ day of _____,

BETWEEN:

CLIENT

Stambridge Parish Council
Stambridge Memorial Hall, Stambridge Road,
Rochford, Essex. SS4 2AR

(the "Client")

CONTRACTOR

W&H (Romac) Ltd
Stock Road, Southend-on-Sea, Essex.

(the "Contractor")

BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - Streetlighting repair and maintenance on demand.
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days' written notice to the other Party.
5. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the

non-defaulting Party against all reasonable damages.

6. This Agreement may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

PERFORMANCE

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

PAYMENT

10. The Contractor will charge the Client for the Services at the rate of £_____ per hour (the "Payment").
11. The Client will be invoiced every month.
12. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
13. The Payment as stated in this Agreement does not include Value Added Tax. Any Value Added Tax required will be charged to the Client in addition to the Payment.
14. The Contractor will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Contractor will indemnify the Client in respect of any such payments required to be made by the Client.
15. The Contractor will be solely responsible for the payment of all remuneration and benefits due to the employees of the Contractor, including any National Insurance, income tax and any other form of taxation or social security costs.

REIMBURSEMENT OF EXPENSES

16. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
17. All expenses must be pre-approved by the Client.

CONFIDENTIALITY

18. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that 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.
19. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any

confidential information which the Contractor 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 end on the termination of this Agreement except in the case of any Confidential Information which is a trade secret in which case those obligations will last indefinitely.

OWNERSHIP OF INTELLECTUAL PROPERTY

20. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
21. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorised use of the Intellectual Property.

RETURN OF PROPERTY

22. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

23. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

NOTICE

24. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
 - a. Stambridge Parish Council
Stambridge Memorial Hall, Stambridge Road, Rochford, Essex. SS4 2AR
 - b. W&H (Romac) Ltd
Stock Road, Southend-on-Sea, Essex.

or to such other address as either Party may from time to time notify the other.

INDEMNIFICATION

25. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers,

agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

26. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

TIME OF THE ESSENCE

27. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

28. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

29. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

30. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

31. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

32. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

33. This Agreement will be governed by and construed in accordance with the laws of England.

SEVERABILITY

34. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

35. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this

Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

Stambridge Parish Council

Per: _____ (Seal)

W&H (Romac) Ltd

Per: _____ (Seal)



<p align="center">SCHEDULE OF RATES FOR STREET LIGHTING AND MINOR MAINTENANCE (Stambridge Parish Council)</p>	
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