

- 2.4 The Contractor will invoice the Parish Council each month and show the dates on which specific pieces of work were carried out. Invoices should be emailed to the Parish Clerk on or before the second week of the month following completion. Invoice values will be published in the Council's Public Meeting agenda and are subject to confirmation and approval by Councillors.
- 2.5 Payment is subject to satisfactory performance of the Contract as set down in the specification(s).
- 2.6 The Contractor will ensure as far as is reasonably practicable that the Parish Council is notified in advance of and after the delivery of each cut.
- 2.7 Representatives of each Party signing this document must be empowered to do so.
- 2.8 The Contract will commence on 1<sup>st</sup> April 2021 and conclude 31<sup>st</sup> March 2025.

### **3. Breach and termination**

- 3.1 This Agreement may be terminated by either party with not less than four weeks' notice. The Parish Council will be responsible for all the Contractor's work costs up to and including the termination date.
- 3.2 This Contract is subject to the Parish Council retaining its lease on the Recreation Field. If the Council's lease is terminated before the end of the term, then this Contract for grass cutting will also be terminated.
- 3.3 Any notice given under this Agreement shall be in writing and shall be sent to the address of the other Party as set out at the Head of this Agreement or such other address as that Party may from time to time notify to the other Party.

### **4. Amendments**

- 4.1 This Agreement may be amended by mutual consent. Any changes in treatment areas will result in pro-rata cost changes. These must be agreed in writing by both Parties before changes can be implemented or charges made.

### **5. Dispute resolution**

- 5.1 In the event of any dispute between the Parties arising in connection with this Agreement, the Parties shall use all reasonable endeavours to resolve the matter on an amicable basis. If the Council serves formal written notice on the other that a material dispute of such a description has arisen and the Parties are unable to resolve the dispute within a period of 30 days from the service of such notice, then the dispute shall be referred to a mediator for alternative dispute resolution and Parties shall seek in good faith to resolve the dispute by alternative dispute resolution.