

# Draft

## St Mary's Church Clock

### Clock Maintenance and Repair Agreement

This agreement is between West Rainton and Leamside Parish Council (PC) and St Mary's Parochial Church Council (PCC) and applies from 1<sup>st</sup> August 2019.

#### **Purpose**

The purpose of this agreement is to formally confirm roles and responsibilities of each party regarding the maintenance of the clock, and its chiming mechanisms, as a valued community asset.

This agreement replaces any other previously agreed or understood arrangements that may have operated in the past.

#### **Responsibility of the Parish Council**

Following consultation with the PCC, the PC will enter into a maintenance agreement with a suitable contractor for the annual service of the Clock. (At the date of this agreement the contractor is Smith's of Derby).

The PC will pay the annual maintenance service cost in full.

The contact for the PC, is the Parish Clerk.

#### **Responsibility of the St Mary's PCC**

The PCC will ensure that the Clock, and all its associated equipment, are adequately insured as a fixture and fitting of its building insurance. This should include accidentally damage.

The PCC will nominate a responsible person as the contact for liaising with the maintenance contractor and the PC.

The PCC will ensure that only trained operatives have access to the Clock, and its associated equipment to amend settings /timings etc.

The PCC's responsible person will liaise with the contractor to agree a mutual convenient date for the annual service visit and provide access.

The invoice for the annual service should be sent by the contractor to the PCC's responsible person, but should be in the name of the Parish Council and clearly show any VAT. The PCC's responsible person should verify the invoice and certify it for payment to confirm the service was carried out.

Should a fault occur with any aspect of the mechanism or installation, the PCC's responsible person should report the fault to the contractor.

If the fault can not be rectified over the phone and the contractor advises that a call out is necessary to assess/repair the fault, the cost of the call out including any indicative repair costs should be established by the PCC's responsible person and confirmed in writing by the contractor.

The PCC's responsible officer should then advise the Parish Clerk in writing of the nature of the fault, the call out fee and any indicative repair costs and seek agreement to the contractor being called out to assess /repair the fault.

In making/considering this request the PCC and the PC should give due regard to the nature of the fault, any urgency for a repair and the date of the next annual service visit.

The cost of the call out will be shared equally between the PC and the PCC.

The Parish Clerk will confirm agreement to a call out, or otherwise, in writing.

If agreed, the PCC Responsible Officer will advise the contractor in writing that a call out visit has been authorised and arrange a date and access with the contractor.

The invoice for the call charge should clearly show any VAT and be made out to the Parish Council but should be sent by the contractor to the PCC's responsible person who should verify it and certify it for payment..

The invoice, together with a payment to the Parish Council of 50% of the amount due (excluding VAT) should then be sent to the Parish Clerk who will on receipt arrange payment to the contractor.

### **Joint responsibilities**

Any remedial action required to repair a fault, together with the cost, proposed timing and any warranty that will apply to work carried out should be confirmed in writing by the contractor and sent to the PCC's responsible person and the Parish Clerk.

The repair details should then be reported to both the PC and the PCC for consideration. If both parties agree that the repair is essential and wish to proceed with the repair, the cost of the repair will be equally shared between the PCC and the PC.

Both parties should confirm their agreement in writing to each other.

The PCC responsible person will then instruct the contractor to proceed with the repair and arrange a date and access for the repair to be carried out.

The invoice for the repair should clearly show any VAT and be made out to the Parish Council, together with any warranty for the repair. The invoice should be forwarded to the PCC's responsible person, by the contractor, who will verify it and certify that the work has been satisfactorily carried out.

The invoice/warranty should then be sent to the Parish Clerk together with a payment to the Parish Council for 50% of the cost, exclusive of VAT.

Upon receipt the Parish Clerk will then arrange for payment to be made to the contractor.

**This agreement is for 12 months and will be subject to an annual review by both parties prior to the 31<sup>st</sup> July each year. At each annual review, both parties will decide if they wish to extend for a further 12 months or terminate the agreement. If either party wish to terminate the agreement at least 3 months written notice should be given to the other party.**

**Signed by :**

**Name  
Signature  
Date**

**On behalf of the Parish Council**

**Signed by:**

**Name  
Signature  
Date**

**On behalf of St Mary's Parochial Church Council**