

 **SUFFOLK COUNTY COUNCIL**

#  COMMUNITY SELF-HELP SCHEME

 **PARISH/TOWN COUNCIL**

**HIGHWAY CONTRACTOR CONSENT FORM**

**PARISH/TOWN COUNCIL HIGHWAY CONTRACTOR CONSENT FORM**

|  |  |
| --- | --- |
| Parish/Town Council: |  |
| Tel No: |  |
| Name of Council’s representative: |  |
| Email: |  |
| Address: |  |

**Nature of Works to be undertaken by the Parish/Town Council’s Contractor:**

|  |  |  |  |
| --- | --- | --- | --- |
| **30 mph roads** |  | **40mph+ roads** |  |
| Road traffic sign cleaning  |  | Road traffic sign cleaning  |  |
| Fingerpost cleaning/painting/repair |  | Fingerpost cleaning/painting/repair |  |
| Cleaning/painting of fences |  | Cleaning/painting of fences |  |
| Tree pruning/branch removal |  | Tree pruning/branch removal  |  |
| Hedge cutting/pruning  |  | Hedge cutting/pruning  |  |
| Siding out footways  |  | Siding out footways  |  |
| Grass verge cutting  |  | Grass verge cutting  |  |
| Weed killing/removal  |  | Weed killing/removal  |  |
| Repairing roadside passing places |  | Repairing roadside passing places |  |
| Specific other work as detailed below: |
|  |
| Location of the Works: |  |
| Date of Works commencement: |  |
| Date of Works completion: |  |

**Contractor details:**

|  |  |
| --- | --- |
| Company/contractor: |  |
| Contractor name: |  |
| Address: |  |
| Tel No.: |  |
| Email: |  |

I hereby confirm that the above information accurately reflects our company and the type of Works that we will be carrying out on behalf of ……………………………………………………...

Signed: …..………………………..................................................................................................

Date: ...........................................................................................................................................

Print Name …………………….…………………………………………..........................................

**Contractor statement:**

I confirm that I/we do hold Public Liability Insurance cover for at least £5 million in respect of all claims which might arise from working on the highway. I also confirm that I am/we are suitably trained to work on the highway and that the terms and conditions of this consent have been read and understood and I/we agree to be bound by them, in our capacity as the ‘Parish/Town Council’s Contractor’.

Signed: …..………………………..................................................Date:………………………

Print Name …………………….…………………………………………...

**NOTE: Please send the completed form to the address below (giving at least two weeks’ notice).**

**Where the nature of the works warrants it, Suffolk County Council may require further details such as plans and specifications before granting this consent and, once received, any such plans and specifications will be attached to this consent and considered to be part of the defined Works.**

Suffolk County Council c/o Suffolk Highways, Phoenix House, 3 Goddard Road, Ipswich, Suffolk IP1 5NP. Tel: 0345 606 6171 E-mail: communityselfhelp@suffolkhighways.org

SUFFOLK COUNTY COUNCIL HEREBY GRANTS permission to the Contractor to carry out the aforementioned defined work in the highway subject to the terms and conditions and the special conditions below:

Special conditions: ……………………………………………………………………………………

…………..………………………………………………………………………………………………

………………………………………………………………………………………………………….

Signed on behalf of Suffolk CC: ………. ................................................................................

Print Name: ………………………………………………………………………………………….

Job title: ………………………………………………………………………………………………

 Date: ………………………………………………………………………………………………….

 **TERMS AND CONDITIONS**

1. This consent takes effect when dated, as above, and continues until terminated by the County Council or the Works are completed (whichever is the earlier).
2. Termination of this consent shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the consent which existed at or before the date of termination.
3. This consent only applies to the extent of the Works insofar as such works are undertaken within the highway.
4. The Contractor shall ensure that the County Council’s Network Assurance Team is notified (networkassurance@suffolk.gov.uk) in advance of undertaking the Works, particularly if a temporary road closure is required (for which there is a minimum 3 months’ notice period).
5. All signing and guarding measures must comply with the *Safety at Street Works and Road Works: a Code of Practice - October 2013* in conjunction with both the *Traffic Signs Regulations and General Directions 2016* and Chapter 8 of the *Traffic Signs Manual 2009*.
6. In carrying out the Works, the Contractor shall comply with all applicable law, guidance and good practice guidelines.
7. The Contractor’s operatives and supervisors working on the highway should be trained to a suitable level to carry out the Works and to erect the signing and guarding measures required.
8. The Contractor shall ensure that the public are excluded from the working area and a surrounding safety zone whilst the Works are being carried out by means of barriers and signs and /or by obtaining a temporary road closure notice or order.
9. The Contractor shall make good any damage to the highway caused as a result of the Works and, if the Contractor fails to make good to the standard and / or timescales required by the County Council, the County Council reserves the right to make good the damage, the cost of which shall be recoverable against the Contractor.
10. The Contractor will cease the Works immediately upon any dispute arising over the boundary of the highway or encroachment onto private property and any such dispute is to be immediately notified to the County Council. The Works shall not recommence until the County Council states it is satisfied such dispute is resolved.
11. Any dispute regarding damage to private property shall be fully resolved by the local council and the local council’s Contractor at no cost to the County Council and the Contractor shall make made good any damage caused to private property arising from the Works.
12. The Contractor shall not cause a nuisance or a danger to users of the highway or to property of land owners adjacent to the area affected by the Works.
13. Anybody working on the highway must be covered by at least £5 million of public liability insurance. The insurance must cover the activity described in carrying out the Works, specifically on the highway.
14. The Contractor shall indemnify the County Council and the council against any injury or loss caused by the Works or other activity undertaken by the Contractor. The County Council accepts no liability for any damage, loss or claim resulting from the Works.
15. The Contractor (and the council where appropriate) will upon demand by the County Council supply all information reasonably required in connection with carrying out the Works.
16. The Contractor shall adopt safe systems of working in the highway, ensuring that site-specific risk assessments are carried out prior to the Works starting so that full account is taken of the working environment and the impact that such work will have on local residents and road users.
17. Residents and businesses affected by the Works shall be consulted beforehand by either the council and/or the Contractor.
18. Owners of any private vegetation should be consulted by either the council and/or the Contractor before it is cut back to the edge of the highway or from around signs.