Dummer Parish Council

Management of Contractors Policy

Document Control Details:

Date of policy: November 2026

Approved by: Full Council

Date of meeting: 9th November 2026

Policy effective from: 9th November 2026

Date for next review: May 2028

1. Introduction and Scope

1.1 Dummer Parish Council engages contractors from time to time to provide services, maintenance, repairs, specialist advice and other works which cannot reasonably or appropriately be undertaken directly by the Council.

1.2 For the purpose of this policy, a contractor is an individual, business or organisation engaged by Dummer Parish Council to carry out work or provide services for payment but who is not an employee of the Council.

1.3 This policy applies both to contractors engaged for one-off work and to contractors providing regular or ongoing services.

1.4 The purpose of this policy is to ensure that contractors are selected, appointed, instructed, managed and reviewed in a proportionate and consistent manner, having regard to:

- competence and suitability;
- value for money;
- health and safety;
- insurance;
- quality of work;
- compliance with the Council's requirements;
- protection of Council property and the public; and
- appropriate monitoring and review of performance.

1.5 This policy supplements, and does not replace, the Council's Financial Regulations, Standing Orders, Health and Safety arrangements or other relevant policies.

2. General Principles

2.1 The Council will seek to engage contractors who are competent, appropriately insured and capable of carrying out the required work to an acceptable standard.

2.2 Selection and appointment of contractors will be undertaken in accordance with the Council's Financial Regulations and any applicable procurement requirements.

2.3 Price will be an important consideration but will not necessarily be the sole factor when selecting a contractor. The Council may also consider experience, quality, competence, availability, previous performance, technical suitability and the risks associated with the work.

2.4 The level of checking, supervision and documentation required will be proportionate to the value, duration, complexity and risk of the work.

2.5 A contractor used successfully on previous occasions does not have an automatic entitlement to future work.

3. Responsibilities

3.1 Full Council retains overall responsibility for contracts entered into by the Council except where authority has been properly delegated in accordance with the Council's Financial Regulations.

3.2 The Clerk/RFO will normally be responsible for:

- obtaining quotations or tenders where required;
- ensuring that appropriate authority exists before work is commissioned;
- providing contractors with an adequate description or specification of the work;
- obtaining relevant documentation;
- communicating Council requirements to the contractor;
- maintaining appropriate contract records;
- monitoring contractor performance; and
- reporting significant problems or concerns to the Council.

3.3 Councillors may assist with inspection, monitoring or assessment of work where appropriate, but individual councillors must not instruct contractors, vary the scope of work or authorise additional expenditure unless specifically authorised to do so by the Council.

3.4 Contractors will normally receive their instructions through the Clerk or another person specifically authorised by the Council.

4. Selection and Appointment of Contractors

4.1 Before appointing a contractor, the Council or Clerk/RFO, as appropriate, will consider whether the contractor has the necessary competence, experience and resources to undertake the work.

4.2 Depending upon the nature and risk of the work, checks may include:

- previous relevant experience;
- references or evidence of previous work;
- appropriate qualifications or professional registrations;
- membership of relevant trade or regulatory bodies;
- public liability insurance;

- employers' liability insurance where applicable;
- risk assessments and method statements;
- relevant licences or statutory registrations; and
- health and safety arrangements.

4.3 The extent of these checks will be proportionate. A contractor undertaking routine low-risk work will not necessarily be required to provide the same level of documentation as a contractor undertaking construction, electrical, tree, highways or other higher-risk work.

4.4 Where appropriate, the Council may maintain details of contractors who have previously carried out satisfactory work. Inclusion on such a list does not guarantee future work and does not remove the requirement to comply with the Council's Financial Regulations.

5. Quotations, Procurement and Value for Money

5.1 Quotations, estimates and tenders will be obtained in accordance with the thresholds and requirements contained in the Council's Financial Regulations.

5.2 Contracts or purchases must not be divided into smaller elements for the purpose of avoiding the requirements of the Financial Regulations.

5.3 The Council is not obliged to accept the lowest quotation where another contractor represents better overall value for money.

5.4 When considering value for money, the Council may take account of:

- price;
- quality;
- experience;
- reliability;
- timescale;
- ongoing maintenance requirements;
- whole-life cost;
- previous performance; and
- health, safety and other relevant risks.

6. Pre-Commencement Requirements

6.1 Before work starts, the contractor will be given sufficient information to understand the work required and any relevant site conditions or restrictions.

6.2 Where appropriate, this will include:

- the scope or specification of the work;
- agreed price or basis of charging;
- expected start and completion dates;
- access arrangements;
- working hours;
- known hazards;
- requirements concerning public access;
- site security;
- emergency contact arrangements; and
- any specific health and safety requirements.

6.3 Contractors undertaking work which presents a material health and safety risk may be required to provide appropriate risk assessments and method statements before work begins.

6.4 Contractors must maintain appropriate insurance for the work being undertaken and provide evidence of cover where requested.

6.5 Where specialist qualifications, licences or registrations are required by law or are considered necessary by the Council, evidence may be required before the contractor is permitted to commence work.

7. Health and Safety

7.1 Contractors are responsible for carrying out their work safely and in accordance with applicable health and safety legislation.

7.2 Contractors must take reasonable steps to protect:

- their own employees and subcontractors;
- councillors and Council employees;
- members of the public;
- Council property; and
- neighbouring property.

7.3 Contractors must identify and control risks arising from their activities and notify the Clerk promptly of any significant risk which may affect the Council or members of the public.

7.4 Appropriate barriers, signage, personal protective equipment and other safety precautions must be used where necessary. Any items used should be removed promptly on completion of work.

7.5 Contractors must report accidents, dangerous occurrences, significant near misses or damage arising from their work to the Clerk as soon as reasonably practicable.

7.6 Where the Construction (Design and Management) Regulations 2015 or other specialist health and safety requirements apply, the Council will ensure that its responsibilities as client are considered and competent professional advice obtained where necessary.

8. Conduct During the Work

8.1 Contractors must carry out their work in a professional manner and with reasonable consideration for residents, users of Council facilities and members of the public.

8.2 Work should normally be undertaken during agreed hours.

8.3 The contractor must keep the work area reasonably clean, secure and free from avoidable hazards.

8.4 Waste arising from the contractor's activities must be removed and disposed of appropriately unless otherwise agreed.

8.5 The contractor must not materially change the agreed method, scope or cost of the work without prior agreement from the Clerk or Council as appropriate.

8.6 Contractors must not accept instructions concerning the Council's work from members of the public.

8.7 Where a contractor uses subcontractors, the principal contractor remains responsible for ensuring that subcontractors are competent and comply with the requirements applicable to the work.

9. Variations and Additional Costs

9.1 No significant additional work or cost should be incurred without prior approval from the Council or under an appropriate delegated authority.

9.2 Where unforeseen work becomes necessary, the contractor should notify the Clerk before undertaking that work and provide details of the reason and additional cost.

9.3 Emergency action may be taken where necessary to prevent immediate danger, injury or significant damage, but the contractor must notify the Clerk as soon as practicable.

9.4 Any variation to a contract must comply with the Council's Financial Regulations and, where relevant, applicable procurement requirements.

10. Monitoring of Contractors

10.1 The Clerk, or a person nominated by the Council, may monitor work during its progress.

10.2 The level and frequency of monitoring will reflect the nature and risk of the work.

10.3 Monitoring may consider:

- progress against the agreed programme;
- standard and quality of work;
- compliance with the specification;
- safe working practices;
- impact upon the public or Council facilities;
- communication with the Council; and
- any emerging problems or additional costs.

10.4 Contractors will be expected to cooperate with reasonable requests for information or inspection relating to work being carried out on behalf of the Council.

10.5 Significant concerns will be raised with the contractor promptly and recorded where appropriate.

11. Completion of Work

11.1 On completion of significant work, the Clerk or a nominated person will satisfy themselves, so far as reasonably practicable, that the work has been completed in accordance with the agreed requirements.

11.2 Any defects, incomplete work or other concerns should be reported to the contractor and remedial action agreed where appropriate.

11.3 Payment does not prevent the Council from subsequently raising defects or exercising contractual rights where those rights continue to apply.

11.4 Information about significant contractor performance issues may be retained to assist with future procurement decisions.

12. Periodic Review of Contracts and Contractors

12.1 All ongoing contracts entered into by Dummer Parish Council will be reviewed periodically and normally at least annually.

12.2 The purpose of the review is to ensure that the contract continues to meet the Council's requirements and provides appropriate quality, performance and value for money.

12.3 The extent of the review will be proportionate to the value, duration, complexity and risk associated with the contract.

12.4 The review should consider, where relevant:

- whether the service or work continues to be required;
- the contractor's performance during the review period;
- quality and reliability of the service;
- compliance with the agreed specification and contract conditions;
- value for money;
- any complaints, failures or recurring problems;
- current pricing and any proposed price increases;
- whether insurance remains adequate and current;
- whether relevant licences, registrations or qualifications remain valid;
- health and safety performance;
- any changes to the Council's requirements;
- the contract expiry date;
- notice periods;
- renewal or extension provisions; and
- whether continued use of the contractor remains consistent with the Council's Financial Regulations and applicable procurement requirements.

12.5 Ongoing contractors may be asked to provide updated information periodically, including evidence of insurance, qualifications, licences, risk assessments or other relevant information.

12.6 In addition to the annual review, a contract should be reviewed before:

- any extension or renewal;
- any material variation;
- any significant increase in cost; or

- following significant concerns regarding performance, compliance, safety or conduct.

12.7 The outcome of a review may be to:

- continue the contract unchanged;
- agree improvements or corrective action;
- lawfully vary the contract;
- exercise an available extension or renewal;
- allow the contract to expire;
- terminate the contract in accordance with its terms; or
- undertake a new procurement exercise.

12.8 An annual review does not of itself require a contract to be retendered or a contractor to be replaced. Any requirement to seek alternative quotations or undertake a new procurement exercise will be determined by the contract, the Council's Financial Regulations and applicable procurement requirements.

12.9 One-off contracts do not require an annual review after completion. Their performance should instead be considered when the work is completed and may be taken into account if the contractor is considered for future work.

13. Poor Performance and Non-Compliance

13.1 Where performance falls below the required standard, the Council will normally raise the matter with the contractor and provide a reasonable opportunity for corrective action where appropriate.

13.2 Depending upon the seriousness of the issue, the Council may:

- require remedial work;
- agree an improvement plan;
- withhold acceptance of incomplete work where contractually permitted;
- decline to use the contractor for future work;
- exercise contractual rights to terminate the contract; or
- take other appropriate action.

13.3 Serious health and safety concerns may require work to cease immediately until appropriate controls are in place.

13.4 Contractors may cease to be considered for future work because of poor performance, repeated service failures, inadequate insurance or qualifications, unreasonable pricing, inappropriate conduct or significant non-compliance.

14. Conflicts of Interest

14.1 Councillors and officers must declare any relevant interest in a contractor or proposed contractor in accordance with applicable legislation and the Council's Code of Conduct.

14.2 A person with a relevant interest must not improperly influence the selection, appointment or management of a contractor.

15. Records and Contractor Register

15.1 The Council will maintain a Contractor Register for all ongoing contracts and significant recurring contractor arrangements.

15.2 The register will be updated when contracts are commenced, varied, renewed, extended or ended and will be reviewed at least annually.

15.3 The register will record, where applicable:

- the contractor;
- the service or works provided;
- the Contract Owner or Council contact;
- contract value;
- start date;
- end or renewal date;
- notice period;
- insurance expiry date;
- date of last review;
- date of next review; and
- any relevant notes or actions.

15.4 The Council will also retain appropriate records relating to significant contracts and contractor appointments. Depending upon the nature of the work, these may include:

- quotations or tenders;
- Council or delegated authority for the expenditure;

- specifications or instructions;
- contracts or purchase orders;
- insurance documents;
- relevant qualifications or licences;
- risk assessments and method statements;
- correspondence;
- variations;
- performance concerns;
- completion records; and
- periodic contract reviews.

15.5 Records will be retained in accordance with the Council's document retention arrangements and any statutory requirements.

16. Review of this Policy

16.1 This policy will be reviewed annually by the Council and amended where necessary to reflect changes in legislation, proper practices, the Council's activities or experience in managing contractors.

16.2 The policy may also be reviewed following a significant incident, contractual failure or other event indicating that the Council's contractor-management arrangements should be reconsidered.

Appendix A – Contractor Register

The Contractor Register provides a simple overview of the Council's ongoing contractual commitments and supports timely review, renewal, termination and procurement decisions.

The register should include ongoing contracts and material recurring arrangements. It does not need to include every one-off low-value purchase or minor repair. The level of information recorded should be proportionate to the value, duration and risk of the arrangement.

Contractor	Service / Works	Contract Owner / Council Contact	Contract Value	Start Date	End / Renewal Date	Notice Period