



NEW MILTON
TOWN COUNCIL

Christmas Lights Contract

Display periods –2024 - 2026

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1. INTRODUCTION

The Town Council provides an annual display of illuminations in the town centre and other specific areas detailed on the plans (see appendices). These combined documents should be used for tender purposes, for a contract starting this display period 2024. The contract once awarded, usually by September, will cover three display periods in total and end after taking down of the 2026 display.

2. REQUIREMENTS

The Town Council is seeking a contractor for the installation, maintenance, removal and storage whilst adhering to all necessary license obligations for the area.

The contractor is required to

- 2.1 Install the display by date provided by the officer, with switch on usually mid-November to be timed with a shopping event.
- 2.2 The contractor is required to be present at the event to deal with any potential issues, as part of the contracted price.
- 2.3 All electrical components shall be tested and wiring, connections etc. should be certified safe in accordance with BS7671 as per Appendix H.
- 2.4 Testing schedules and certificates must be provided to the officer within 28 days and no less than 7 days of the switch on date.
- 2.5 All installations must be done within safe working practices, and are installed and anchored such that they are safe for all, as per Appendix H.
- 2.6 All works to be undertaken avoiding market day (Wednesdays) and disruption to traffic both pedestrian and vehicular. The contractor shall apply for temporary road closure licenses as required.
- 2.7 Quiet works must take place through the evenings and into early morning. Any works that generate noise **MUST be completed before 1900hrs** on any given day. If the works cannot be completed during daytime hours the Town Council representative **MUST be notified at least 2 weeks in advance**, so that residents can be made aware.
- 2.8 The contractor is to make a final visit to the site no more than 4 working days prior to the Christmas break, to remedy any last minute issues.
- 2.9 The contractor must advise the Town Council officer where there is a likely breach of the license conditions/safety standard and provide solution.
- 2.10 The contractor must provide details of public liability insurance cover for professional and public liability to the value of £10m, health and safety policy and risk assessments by the end of October each year.
- 2.11 The contractor must ensure adequate qualification of its operatives in line with Appendix H and the HERS requirement of the lighting column stock licence holder, at the point of tendering and updated for each display period.

- 2.12 The contractor must respond to need for repair during the display period and provide 24/7 contact details which in turn will be provided to police in case of emergency.
- 2.13 The contractor to provide photographs and any other evidence required should equipment be damaged by weather conditions or vandalism, to enable a real-time insurance claim when value is above £125.
- 2.14 All reported faults are to be evaluated within 2 days and remedied within 3 days unless by prior arrangement with the officer.
- 2.15 Provide replacement equipment as necessary, advising the officer beforehand of any item exceeding net cost of £100.
- 2.16 The contractor must remove the display in early January, date to be agreed with the officer and store in the dedicated container which is located within the Fawcetts Field Estates compound, on A337 Christchurch Road.
- 2.17 On removal the contractor must provide details of remaining stocks and report of any equipment likely needing replacement for the following display year.
- 2.18 On removal all equipment, clearly labelled must be safely and methodically stored and container key returned to the officer.
- 2.19 The contractors must provide all necessary equipment to transport and install/remove the display.
- 2.20 The fee must include all works including call outs.
- 2.21 The contractor will ensure that all timer equipment is set to the given times by the officer, usually a set pattern once the switch on date has passed.
- 2.22 This contract is not to be shared with a third party under any circumstances.
- 2.23 The contractor must conduct all necessary due diligence in advance of tender submissions the Council will not accept liability for additional payments.
- 2.24 The Council will agree to additional costs should it increase the scope or extent of the illuminations, which the contractor would be consulted on. These will be negotiated should the need arise.
- 2.25 Anchor bolt testing and lamp column strength tests will be instigated by the Town Council throughout the contract period, and results of the tests will be shared with the contractor as a matter of course.
- 2.26 Applications for licenses from SSE and Hampshire County Council regarding the illumination and sponsorship banners remain the responsibility of the Town Council.
- 2.27 Appendix G shows 2 inset maps with a green triangle on. These are battery operated cut trees which will be wholly managed by Town Council staff.
- 2.28 In relation to weekly tests referred to in section 18 of Hampshire County License Conditions (Appendix H) this will be completed by the officer, with greater frequency dictated by poor weather events.

The requirements above form the contractual arrangement between Town Council and the appointed contractor, and no subsequent information provided shall override the specification unless the Council gives written approval of such change.

3. TENDER SUBMISSION

Written tenders are to be submitted to the Town Hall by 5pm on **FRIDAY 7 JUNE 2024**. The pack should contain two copies of the tender, in a sealed envelope which bears no identification of the company on its exterior.

The tender shall be presented as follows

- 3.1 The technical specification (details of experience, proposed approach to the works etc.)
- 3.2 A separate document confirming the total price for the three-year period, the annual contract price invoiced being one third.
- 3.3 The names and contact details of two referees who have received similar service in the past 2 years.
- 3.4 A training schedule showing existing and pending qualifications, renewals, of the contracted team.
- 3.5 Copies of the contractors Equality and Diversity Policy and Environmental Sustainability Policy if available.

PLEASE NOTE - The Council is under no obligation to accept the lowest quote and will be awarded in accordance with Section 11 of our Financial Regulations, held within the Standing Orders for the authority. A copy can be provided on request.

4. FURTHER INFORMATION

Contact and submission information:

- 4.1 The tender information shall be sent to New Milton Town Council, Town Hall, 2 Ashley Road, New Milton Hampshire BH25 6AS.
- 4.2 Prospective suppliers are invited to discuss the requirements and survey locations in preparation. This can be arranged by contacting the project lead officer on 07741 313913 or theresa.elliott@newmiltontowncouncil.gov.uk. No additional information will be provided in the week leading to submission date.
- 4.3 Payment will be annual, of which can be split 50/50. If choosing split payment, invoices should be provided to the Council once the installation has started for payment 1, and dismantling/storage complete for payment 2.
- 4.4 The annual cost will be raised by the level of inflation (R.P.I) each year.
- 4.5 Failure to adhere to the tender procedures may result in disqualification.
- 4.6 The winning tender will be asked to sign an Articles of Agreement document to confirm acceptance.
- 4.7 The word 'writing' includes email.

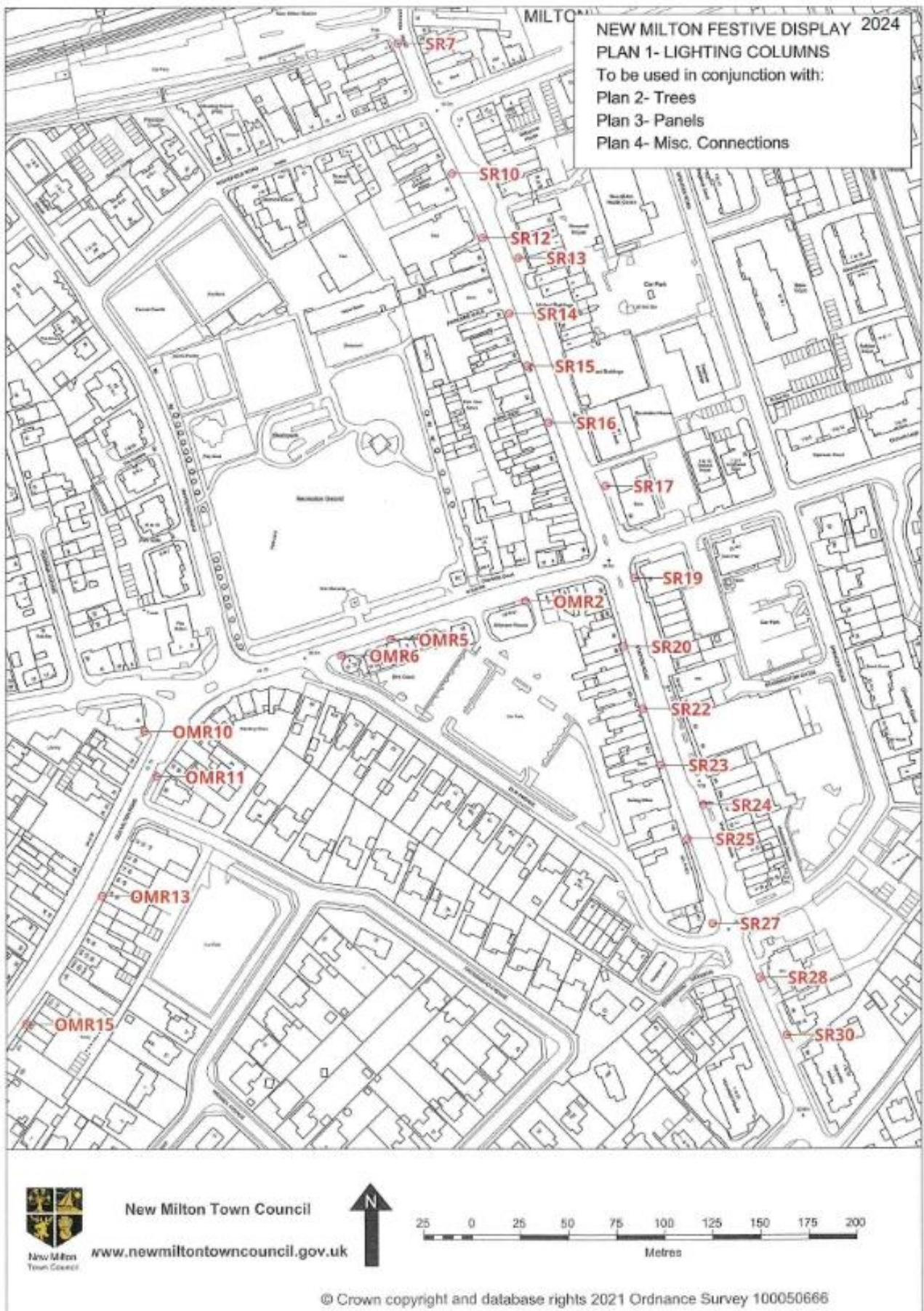
APPENDIX A

New Milton Festive Display – plan position vs ground position

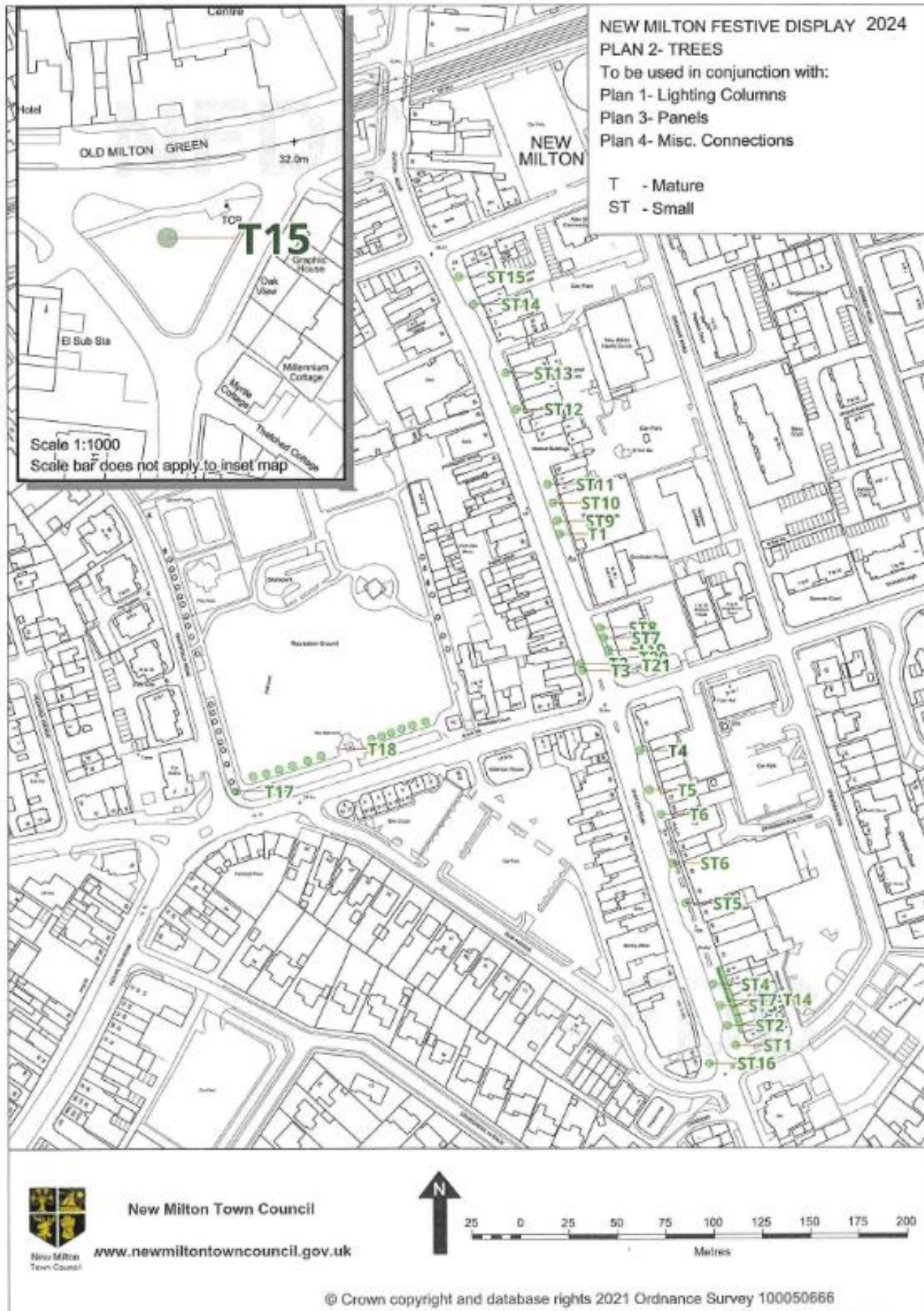
@ February 2024

Plan code	Shop name
<i>Lamp column festoon positions – Plan 1</i>	
SR7 (Station Road)	New Milton
SR8	Cookies Corner
SR9	Shoe Care
SR10	Costa Coffee
SR12	Conservative Club
SR13	HOPE charity/Brewers
SR14	New Milton International Stores/Whites Dry Cleaning
SR15	From the Heart/New Milton Pharmacy
SR16	Berties Fish and Chips / Five Star Nails
SR17	Specsavers
SR19	Boots
SR20	Superdrug/New Forest Stationers
SR22	Fagans Menswear
SR23	MIND/Santander
SR24	Bradbeers dress shop/New Look
SR25	Bradbeers (north)
SR27	Bradbeers (south)
SR28	Walker Arms
SR30	All Aspect Flooring
OMR2 (Old Milton Road)	Pretty Soul Hair and Beauty
OMR5	New Milton Photographic/Chiropractic
OMR6	Martin and Co
OMR10	New Milton Community Link (ex-Leonard Cheshire)
OMR11	Moody's Funeral Directors
OMR13	Motorist Centre/Bucegi Mini Market
OMR15	Pools & Spas/Barbers
<i>5m wide panel positions – Plan 3</i>	
P1	Revitalise
P2, 3, 4	Boots north elevation
P5	Boots west elevation
P6	Hardys
P7	Holland and Barratt
P8	Marks and Spencer
P9, 10	Bradbeers
P11, 12	Tesco
<i>Miscellaneous connections – Plan 4</i>	
X1	Morrison's – Lights powered by box south of shopfront near flats entrance
X2	Festoon attached to canopy railing, powered from distribution box at end of canopy
X3	Lights for 3 street trees connected to power box
X4	Newsagent – Festoon at front of roof canopy
X5	Festoon at front of roof canopy

APPENDIX B



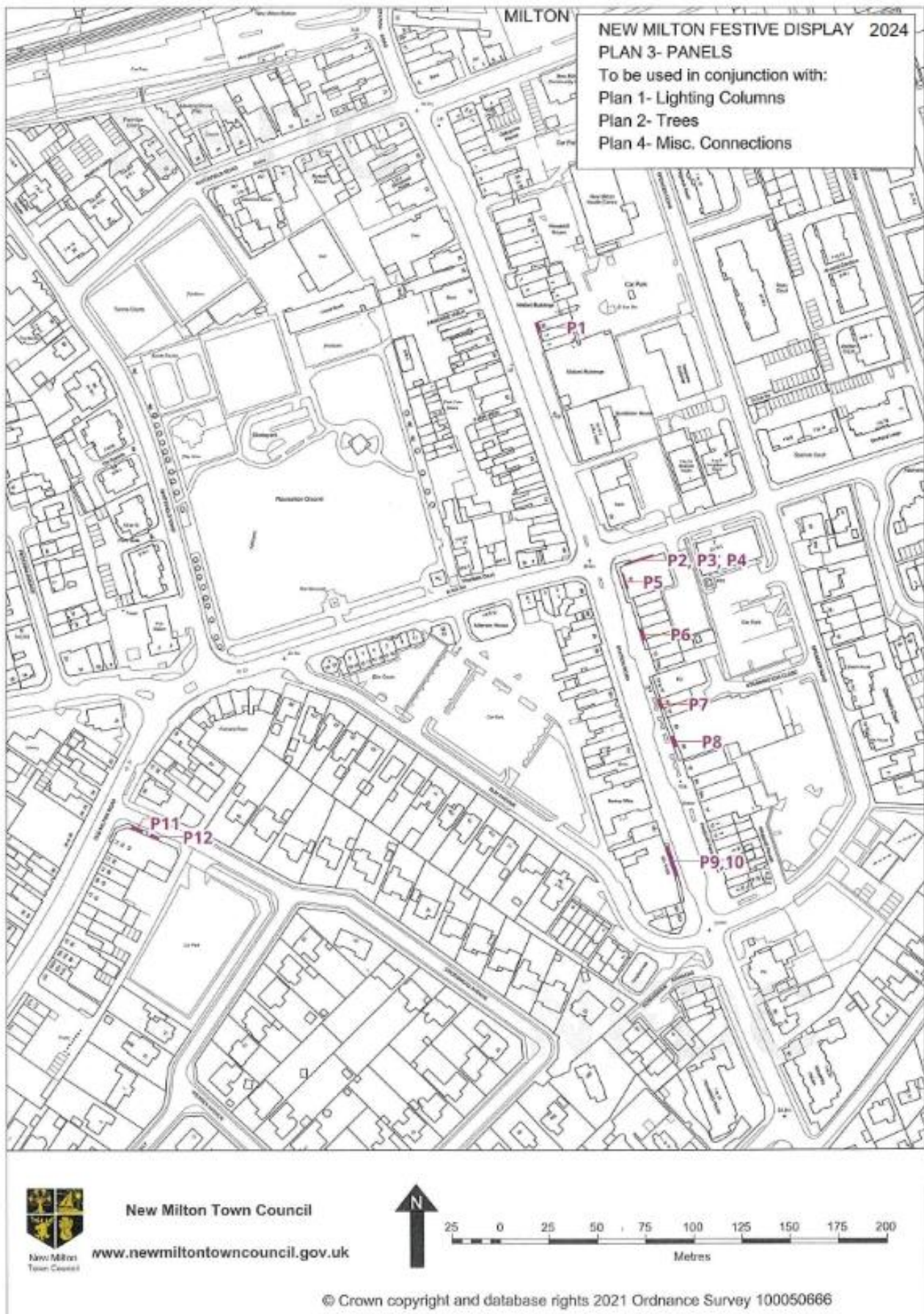
APPENDIX C



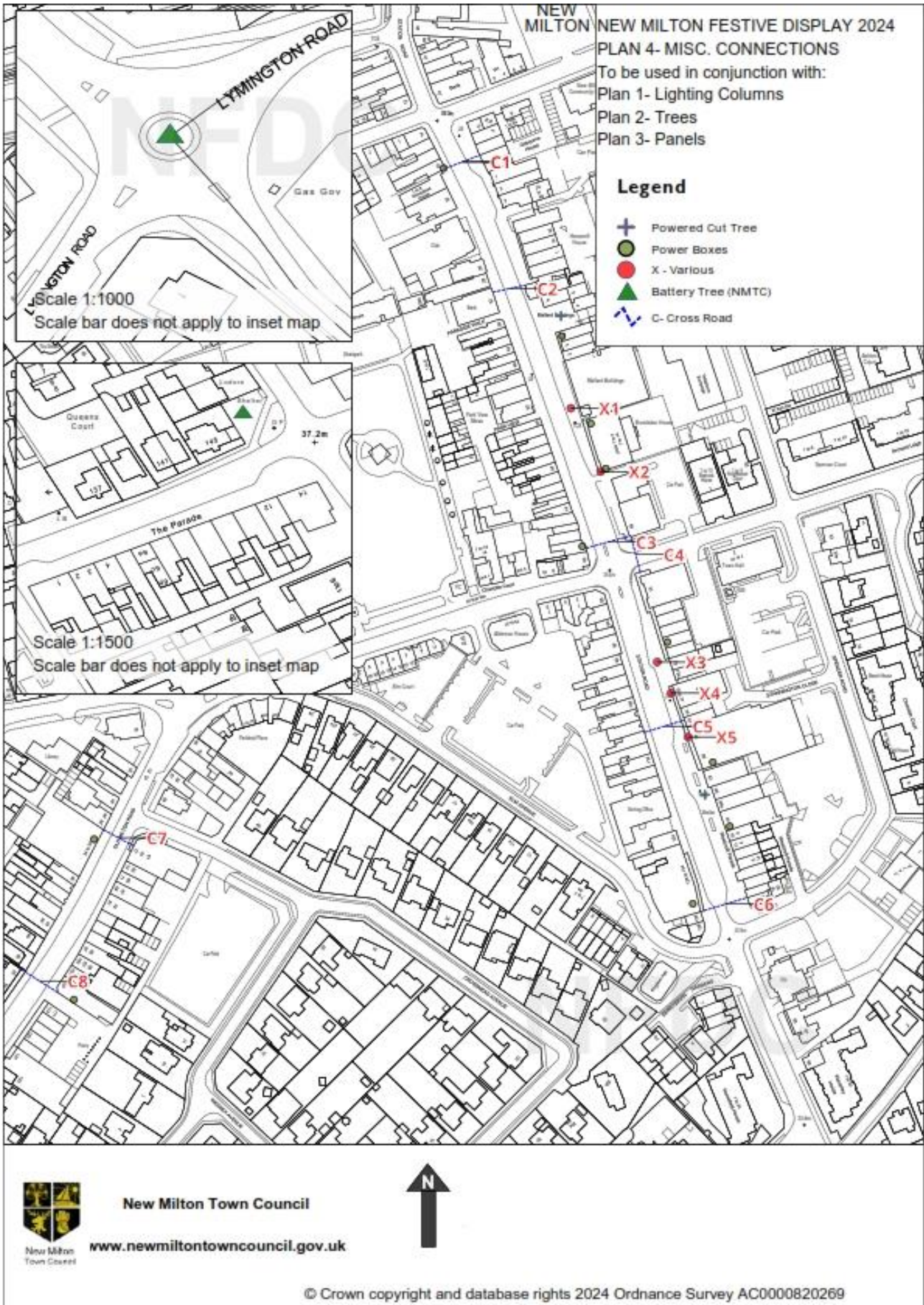
APPENDIX E



APPENDIX F



APPENDIX G



Hampshire County Council Conditions of consent

Made under Section 178 of the Highways Act 1980

1. The lighting shall be placed so as to avoid undue obstruction and interference with users of the highway and at least 5.2m clear of the highest point of the public highway (including a publicly maintainable precinct or similar) or 3.5m clear of the highest point of a footway or similar. If the lighting comprises of single items which do not span the highway then 3.5m is acceptable. Lights below 3m high must not exceed 25v SELV, safety extra low voltage must be used and any tree protected with barriers
2. The lighting shall be designed and erected and maintained with due regard to a comprehensive risk assessment. Such risk assessment shall take particular account of the erection, maintenance and removal of the lighting and the effect of and on all types of traffic that will pass under or nearby the lighting. Proof of compliance with such may be required by the Highway Authority prior to granting the consent and at any point in the duration of the consent
3. The erection, removal and maintenance of any lighting shall be signed and guarded at all times, in accordance with the requirements described in the [Safety at Street Works and Road Works Code of Practice "Red Book"](#). The Highway Authority may require signing and guarding proposals prior to the approval of the consent
4. No part of the highway shall be excavated without obtaining the prior express and specific permission of the Highway Authority
5. The applicant shall ensure that the lighting does not cause a danger or nuisance to the public
6. Except where agreed as part of this consent no part of the highway may be closed at any time without the express and specific consent of the Highway Authority
7. Any request for an extension to the period for which the consent has been granted must be made by submitting a further application to the Highway Authority at least 48 hours (excluding Saturday and Sunday and Bank Holidays) prior to the expiry of the existing consent
8. The applicant shall indemnify the Highway Authority against all liability, loss, claim or proceeding whatsoever arising under the statute or common law which may arise from the placing or maintaining of lighting over the highway or its removal therefrom

9. The applicant shall hold public liability insurance for the duration of the consent in an amount not less than £5 million in respect of each and every occurrence or series of occurrences caused by or attributable to any event giving rise to a claim
10. The applicant shall accept liability for any damage caused to the highway or street furniture by the lighting or by the erection, removal or maintenance of the lighting and any such damage shall be repaired to the satisfaction of the Highway Authority at the expense of the applicant
11. Any alterations to lighting shall cause the consent to be withdrawn unless the Highway Authority first agrees such alterations. Where such alterations are to be made the applicant shall seek the consent of the Highway Authority in writing giving full details of the alterations proposed
12. Nothing in this consent permits the applicant to interfere with or prevent or restrict access to apparatus owned, used or maintained by Statutory Undertakers
13. It is the applicant's responsibility to obtain the necessary permission from any property owners to which the lighting will be attached or overhang. Where the lighting is attached to such property the applicant shall be responsible for any damage caused to property by the lighting whilst the lighting is present, including during erection maintenance and removal of the lighting
14. No part of the lighting shall be attached to any street furniture or lighting column without separate written express and specific permission from the Highway Authority. Where such permission is granted the applicant shall comply with all conditions attached to the permission
15. Nothing in this consent absolves the applicant from obtaining Planning Permission where such is required
16. The consented lighting shall not advertise any event product or business that is of a commercial nature except as follows: Any firm or association, or similar, paying for the lighting to be erected in a publicly maintainable precinct may incorporate their name or logo as part of the lighting provided that the wording or logo size and content are agreed with the local planning authority and the Highway Authority in accordance with the Town and Country Planning (Control of

Advertisements) (England) Regulations 2001 or any amendment thereto or superseding legislation

17. Hampshire Highway Authority, Street Lighting Policy Document 2001

Chapter 8, covers further, technical requirements for the erection of decorative lighting. The following is non-exhaustive and for the full details the applicant must refer to the Policy Document:

(a) All apparatus shall be erected, maintained and removed in compliance with the following statutes and regulations:

- Health and Safety at Work Act 1974
- Electricity-at-Work Regulations 1989
- BS 7671 Regulations for Electrical Installation

b) In addition to clause 17 (a):

- An agreed set of inspection/emergency procedures is to be provided to the local highway management office
- Each installation shall be tested and the electrical test certificates and test results passed to the highway management office on the day following installation to energising
- A qualified structural engineer with professional indemnity must certify the installation
- No installation shall be permitted where it may be in conflict with any adjacent traffic signal system

18. The applicant shall:

(a) Carry out an inspection of the lighting at least every week to satisfy themselves as to all aspects of its security and safety. The results of these inspections shall be documented and records held for 6.5 years. Nil returns are to be recorded in the same manner

(b) Inform the Highway Authority, of the name, address and telephone number of an electrician who can be called out on a 24 hour a day basis to deal with emergencies. The costs incurred in any such emergencies shall be borne by the applicant. Such an electrician shall hold a City & Guilds approved qualification or its equivalent and be fully conversant with the requirements of all relevant standards

19. Additional conditions for lights in publicly maintained "living" trees:

(a) The lights must be attached to the tree in a way that doesn't damage the tree.

(b) No pruning will be carried out to the tree to facilitate attachment of the lights.

(c) The licence holder should be aware that they could be implicated in

any claims resulting from subsequent tree failure.

(d) For festive lighting, the lights must be installed during November at the earliest and removed before the end of January.

(e) If any festive lighting is present between January and November, the Highway Authority may remove and dispose of them without warning.

(f) If the Highway Authority needs to work on a tree during November through January and damage occurs, the Highway Authority will accept no liability for damage to the lights.

Note

- The 'highway' can include the carriageway, footway and any verge
- If the applicant objects to these conditions or a refusal by the highway authority, to approve a consent then he may appeal to the magistrates' court.

Extract taken from Hampshire County Council website 16 February 2024.

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