

TELSCOMBE TOWN COUNCIL



Invitation to Tender for Grass Verge Cutting

This tender is for an urban grass verge cutting contract which covers Telscombe Cliffs and East Saltdean.

Telscombe Town Council is inviting suitable contractors to submit a tender for a 3 year contract beginning in April 2025. The areas to be covered are shown on the attached maps.

To complete your tender, please download the Word editable version and complete and return, or alternatively print out a copy, complete by hand and return. A hard copy of the completed tender should be returned in an envelope marked Private & Confidential to:-

Stella Newman, Town Clerk & RFO, Telscombe Town Council, Telscombe Civic Centre, 360 South Coast Road, Telscombe Cliffs, E Sussex, BN10 7ES.

The deadline for return of the completed tender is Friday 1st November 2024.

All tenders will be treated as private and confidential, but Telscombe Town Council reserves the right to publish the cost of the winning tender to taxpayers.

East Sussex County Council (ESCC) are the authority responsible for grass verges and are offering the Town Council the opportunity to take over the verge maintenance on their behalf. ESCC has specific requirements of the contractors that will undertake the verge cutting which are included in the tender document. You will therefore need to meet all the requirements as detailed in the tender document if your submission is to be considered.

Please note that variations to the cutting areas may be required if East Sussex County Council allocate an area as a wildflower or meadow verge and you must be prepared to adapt your schedule to accommodate this.

Documents for completion and return:-

Grass Verge Cutting Tender for 2025-2027

Form 1 – Additional Information

TELSCOMBE TOWN COUNCIL



FORM 1 – Additional Information

Organisation & Contact Details

Full name of organisation tendering

Office address

Type of organisation

VAT registration number

How many staff does your organisation employ?

Insurance

Please confirm your level of insurance:-

Public liability insurance for any one event £10m or more Yes / No

Employers liability insurance for any one event £10m or more Yes / No

Professional indemnity insurance for any one event £10m or more Yes / No

Please provide evidence of your valid insurance policies with your application

ESCC Documentary Requirements

As already advised, ESCC has specific requirements of the contractors that will be carrying out the work and we therefore request that you provide the following documentation with your application:-

- Staff training and qualifications in traffic management including signing & guarding
- Staff training and qualifications in the safe use of machinery
- A health and safety policy
- Risk assessments for carrying out verge cutting on the highway
- Method statements for carrying out verge cutting on the highway

Experience

Please indicate what areas of knowledge and experience you have that make you competent to deliver the contract:-

TELSCOMBE TOWN COUNCIL



Please provide examples of up to 3 contracts you have delivered in either the public or private sector that you have completed in the last 3 years:-

Contract 1. Organisation name
Contract completion date
Contract value
Brief description of contract

Contract 2. Organisation name
Contract completion date
Contract value
Brief description of contract

Contract 3. Organisation name
Contract completion date
Contract value
Brief description of contract

THANK YOU FOR YOUR INTEREST IN WORKING WITH TELSCOMBE TOWN COUNCIL



Grass Verge Cutting Tender For 2025-2027

Operating Procedures for Cutting and Collection

1. Introduction

Telscombe Town Council (TTC) has approximately 7 hectares of grass verges to maintain which require **4 (four) cuts and collection** per year depending on weather conditions, normally in April, June, August and October annually. The first cut after Winter/Spring shall be undertaken when the grass reaches a height of 150mm.

Telscombe Town Council are seeking to employ a qualified Contractor to carry out a quality assignment that will enhance the appearance of the town. This procedure is designed to ensure that the Town Council maintain close monitoring of the progress of the work to achieve value for money.

2. Scope of the Work

Urban Grass

- Cut all grass verges and grassed areas highlighted in green on the attached maps to a height of between 30mm and 50 mm. Immediately following completion of a cut, the grass should be of a neat and uniform appearance and areas left tidy.
- Cut and clear around obstacles such as trees, posts and signs. Strimmers may be used where appropriate.
- Prior to any cutting operation, stones or other harmful material from whatever source which may damage grass cutting plant or create a possible hazard to persons or property shall be removed off site.
- Mowing operations shall avoid spillage of debris such as stones onto carriageways or footways.
- Dispose of materials including stones and tree branches etc to either a licensed disposal site or a suitable approved composting site
- Grass cuttings including on roads, footpaths drains and other hard surfaces shall be collected and disposed of at a suitable disposal site prior to moving onto the next area.
- To answer and deal with residents' queries and complaints about the grass cutting programme and any damage caused

Dog waste has been reclassified as non-hazardous waste and can be disposed of with normal waste and detritus. Care should be taken when working close to pedestrian movement.

Special Verges – Designated wildflower/meadow verges

The County Council shall manage all designated wildlife verges within Telscombe Town and you should not undertake any cuts on these sites. Maps will be provided.



Japanese Knotweed Sites

The County Council shall manage any Japanese Knotweed sites with Telscombe Town.

You should not undertake any cuts to Japanese Knotweed sites and will only manage the surrounding verge seven (7) metres from the Japanese Knotweed and if an Urban Verge.

3. Equipment

Machines used should be of a suitable type and size for the area, site and growth of the grass to be cut. These machines shall be adequately guarded at all times to comply with the provisions of the Health & Safety at Work etc. Act 1974.

All operatives using the equipment must be trained in its use and have in possession an up-to-date training certificate/card.

All machinery should be inspected prior to commencement of work and recorded. The contractor may be asked to submit proof of regular servicing and maintenance of the work equipment.

4. Programme

The main work is required from the beginning of April until the end of October annually. The required number of cuts is 4 during this time, to include collection & disposal of cuttings, normally every other month. Exact dates will vary annually depending on weather conditions and growth rates. The contractor is to check with the Town Clerk or Amenities Officer before each cut is undertaken.

During the year the Contractor may be required to attend a review meeting with the Town Council to identify problems, concerns and improvements that can be made to the following year's programme.

5. Health and Safety

Any individual carrying out works on the highway (including grass verges) must comply with all relevant legislation including, but not limited to The Highways Act 1980 and the New Roads and Streetworks Act (NRSWA) 1991.

They must also be trained and competent as required by the Safety at Streetworks and Roadworks Code of Practice 2013. This includes training in traffic management as well as the use of machinery.

The Contractor is required to provide us annually with a copy of the following:-

- Staff training and qualifications in traffic management including signing & guarding
- Staff training and qualifications in the safe use of machinery
- Health & Safety Policy
- Method Statement and Risk Assessment for carrying out verge cutting on the highway.



6. Waste Management

The contractor is required to submit a copy of their Waste Carriers Licence.

7. Terms and Conditions

A schedule of the required terms and conditions are below. The contractor by accepting and signing this Contract, confirms their acceptance of the operating procedures and terms and conditions outlined in this document.

The contractor is required to notify the Town Clerk if any works are required to be sub-contracted and the name and contact details of the proposed sub-contractors. Works by a sub-contractor should not be undertaken without the prior permission of the Town Clerk.

The contract is fixed for 3 years from 1st April 2025 until the end of 2027, with the last cut being in October/November 2027. Any additional work to be pre-arranged in writing prior to any work being undertaken. Unauthorised work will not be reimbursed.

Payment is 30 days from receipt of invoice.

Terms and Conditions of Contract

A. General

In these conditions and in the specification the expression 'the employer' shall mean Telscombe Town Council and the expression 'the contractor' shall mean and include the person, company or firm whose tender has been accepted by the employers.

'Contract' shall mean the agreement between the employers and the contractor for the execution of the works, including therein all documents to which reference may properly be made in order to ascertain the rights and obligations of the parties.

B. The Contractor's Obligation

To cut the grass verges in Telscombe Cliffs and East Saltdean as per Operating Procedures.

The Contractor is to provide all labour, tools, plant and equipment necessary for the execution of the works. The whole of the works shall be carried out in an expeditious manner to the complete satisfaction of the Town Council.

The Contractor shall conform to the provision of any Act of Parliament affecting or relating to the works and to the regulations and byelaws of any local authority and shall, before making any variation from the specification that may be necessitated by so conforming, give the Town Clerk written notice specifying the variation proposed to be made and the reason for making it and apply for instruction thereon.

The Contractor will deal with complaints arising from any work undertaken in accordance with this contract.



C. Defects Liability

Any defects due to workmanship shall be made good by the Contractor entirely at their own cost unless the Town Clerk shall otherwise instruct. The Town Clerk shall certify the date when in their opinion the contractor's obligations have been discharged.

D. Insurance

The contractor shall insure themselves and any sub-contractor against:-

- All liability for damage to property occasioned by the carrying out of the works and injury caused by the works and workmen to persons, animals or things and shall hold the Employers and Clients harmless in respect thereof, in the sum of at least £10 million which shall be valid for the entire duration of the works.
- All liability whether arising at Common Law or under the Fatal Accidents Act 1976, or any amendments therefore in respect of accidents to persons employed in the carrying out of the works and shall hold the Employers and Clients harmless in respect therefore and also in respect of all claims whether successful or unsuccessful which may be made.

The contractor is required to submit a copy of their insurance certificates including a minimum of £10million public liability insurance annually.

E. Assignment

The Contractor shall not without the written consent of the Town Clerk, assign contracts nor without the consent of the Town Clerk sublet any proportion of the works.

F. Bankruptcy

If the Contractor shall become bankrupt or insolvent or enter into liquidation, whether compulsorily or voluntarily (except liquidation for the purpose of reconstruction) or shall suffer execution for debt in any Court of Law or shall propose any composition with his creditors for the settlement of his debts, or shall enter into, make or execute any Deed of Arrangement, or shall carry on or shall propose to carry on his business under inspectors on behalf of his creditors or shall commit any act of bankruptcy, has a scheme of arrangement approved in accordance with the Insolvency Act 1986 or has an application made under the Insolvency Act in respect of his company to the Court for the appointment of an administrator or has an administrative receiver as defined in the Insolvency Act appointed, the Employers will make notice to the contractor to rescind the Contract, whereupon the Contract will come to an end.



G. Failure to Progress Works

If, in the opinion of the Town Clerk, works are not being carried out in accordance with the agreed programme of works or are not being executed sufficiently, the Town Clerk will give notice to the contractor and if they refuse to amend or comply with the notice within 90 days, then the Contract will come to an immediate end.

H. Prevention of Corruption

If the contractor shall have offered or given or agreed to give to any person any gift, or consideration of any kind as an inducement or reward for doing, or forbearing to do any action in relation to obtaining the Contract, the Contractor or any other person acting on the contractor's behalf shall have committed an offence under the Prevention of Corruption Acts or shall have given any fee or reward the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972, without prejudice to any other rights or remedies of the Employer. The Employer shall be entitled to terminate the contractor's employment under the Contract and recover from the Contractor the amount of any loss from such a termination.

PRICE PER CUT AND COLLECTION £ **net of VAT**

TOTAL ANNUAL COST FOR 4 CUTS/COLLECTION/DISPOSAL
£ **net of VAT**

FIXED PRICE FOR THE DURATION OF THE 3 YEAR CONTRACT

Signed

Dated

Name and Position

Company Name



Grass Verge Cutting Tender For 2025-2027

Operating Procedures for Cutting

1. Introduction

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- Dispose of materials including stones and tree branches etc to either a licensed disposal site or a suitable approved composting site
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3. Equipment

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All operatives using the equipment must be trained in its use and have in possession an up-to-date training certificate/card.

All machinery should be inspected prior to commencement of work and recorded. The contractor may be asked to submit proof of regular servicing and maintenance of the work equipment.

4. Programme

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During the year the Contractor may be required to attend a review meeting with the Town Council to identify problems, concerns and improvements that can be made to the following year's programme.

5. Health and Safety

Any individual carrying out works on the highway (including grass verges) must comply with all relevant legislation including, but not limited to The Highways Act 1980 and the New Roads and Streetworks Act (NRSWA) 1991.

They must also be trained and competent as required by the Safety at Streetworks and Roadworks Code of Practice 2013. This includes training in traffic management as well as the use of machinery.

The Contractor is required to provide us annually with a copy of the following:-

- Staff training and qualifications in traffic management including signing & guarding
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- Health & Safety Policy
- Method Statement and Risk Assessment for carrying out verge cutting on the highway.



6. Waste Management

The contractor is required to submit a copy of their Waste Carriers Licence.

7. Terms and Conditions

A schedule of the required terms and conditions are below. The contractor by accepting and signing this Contract, confirms their acceptance of the operating procedures and terms and conditions outlined in this document.

The contractor is required to notify the Town Clerk if any works are required to be sub-contracted and the name and contact details of the proposed sub-contractors. Works by a sub-contractor should not be undertaken without the prior permission of the Town Clerk.

The contract is fixed for 3 years from 1st April 2025 until the end of 2027, with the last cut being in October/November 2027. Any additional work to be pre-arranged in writing prior to any work being undertaken. Unauthorised work will not be reimbursed.

Payment is 30 days from receipt of invoice.

Terms and Conditions of Contract

A. General

In these conditions and in the specification the expression 'the employer' shall mean Telscombe Town Council and the expression 'the contractor' shall mean and include the person, company or firm whose tender has been accepted by the employers.

'Contract' shall mean the agreement between the employers and the contractor for the execution of the works, including therein all documents to which reference may properly be made in order to ascertain the rights and obligations of the parties.

B. The Contractor's Obligation

To cut the grass verges in Telscombe Cliffs and East Saltdean as per Operating Procedures.

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The Contractor shall conform to the provision of any Act of Parliament affecting or relating to the works and to the regulations and byelaws of any local authority and shall, before making any variation from the specification that may be necessitated by so conforming, give the Town Clerk written notice specifying the variation proposed to be made and the reason for making it and apply for instruction thereon.

The Contractor will deal with complaints arising from any work undertaken in accordance with this contract.



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The contractor shall insure themselves and any sub-contractor against:-

- All liability for damage to property occasioned by the carrying out of the works and injury caused by the works and workmen to persons, animals or things and shall hold the Employers and Clients harmless in respect thereof, in the sum of at least £10 million which shall be valid for the entire duration of the works.
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E. Assignment

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F. Bankruptcy

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PRICE PER CUT £ net of VAT

TOTAL ANNUAL COST FOR 4 CUTS £ net of VAT

FIXED PRICE FOR THE DURATION OF THE 3 YEAR CONTRACT

Signed

Dated

Name and Position

Company Name



Grass Verge Cutting Tender For 2025-2027

Operating Procedures for Cutting and Collection

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4. Programme

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Signed

Dated

Name and Position

Company Name



Grass Verge Cutting Tender For 2025-2027

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4. Programme

The main work is required from the beginning of April until the end of October annually. The required number of cuts is 6 (six) during this time at regular intervals. Exact dates will vary annually depending on weather conditions and growth rates. The contractor is to check with the Town Clerk or Amenities Officer before each cut is undertaken.

During the year the Contractor may be required to attend a review meeting with the Town Council to identify problems, concerns and improvements that can be made to the following year's programme.

5. Health and Safety

Any individual carrying out works on the highway (including grass verges) must comply with all relevant legislation including, but not limited to The Highways Act 1980 and the New Roads and Streetworks Act (NRSWA) 1991.

They must also be trained and competent as required by the Safety at Streetworks and Roadworks Code of Practice 2013. This includes training in traffic management as well as the use of machinery.

The Contractor is required to provide us annually with a copy of the following:-

- Staff training and qualifications in traffic management including signing & guarding
- Staff training and qualifications in the safe use of machinery
- Health & Safety Policy
- Method Statement and Risk Assessment for carrying out verge cutting on the highway.



6. Waste Management

The contractor is required to submit a copy of their Waste Carriers Licence.

7. Terms and Conditions

A schedule of the required terms and conditions are below. The contractor by accepting and signing this Contract, confirms their acceptance of the operating procedures and terms and conditions outlined in this document.

The contractor is required to notify the Town Clerk if any works are required to be sub-contracted and the name and contact details of the proposed sub-contractors. Works by a sub-contractor should not be undertaken without the prior permission of the Town Clerk.

The contract is fixed for 3 years from 1st April 2025 until the end of 2027, with the last cut being in October/November 2027. Any additional work to be pre-arranged in writing prior to any work being undertaken. Unauthorised work will not be reimbursed.

Payment is 30 days from receipt of invoice.

Terms and Conditions of Contract

A. General

In these conditions and in the specification the expression 'the employer' shall mean Telscombe Town Council and the expression 'the contractor' shall mean and include the person, company or firm whose tender has been accepted by the employers.

'Contract' shall mean the agreement between the employers and the contractor for the execution of the works, including therein all documents to which reference may properly be made in order to ascertain the rights and obligations of the parties.

B. The Contractor's Obligation

To cut the grass verges in Telscombe Cliffs and East Saltdean as per Operating Procedures.

The Contractor is to provide all labour, tools, plant and equipment necessary for the execution of the works. The whole of the works shall be carried out in an expeditious manner to the complete satisfaction of the Town Council.

The Contractor shall conform to the provision of any Act of Parliament affecting or relating to the works and to the regulations and byelaws of any local authority and shall, before making any variation from the specification that may be necessitated by so conforming, give the Town Clerk written notice specifying the variation proposed to be made and the reason for making it and apply for instruction thereon.

The Contractor will deal with complaints arising from any work undertaken in accordance with this contract.



C. Defects Liability

Any defects due to workmanship shall be made good by the Contractor entirely at their own cost unless the Town Clerk shall otherwise instruct. The Town Clerk shall certify the date when in their opinion the contractor's obligations have been discharged.

D. Insurance

The contractor shall insure themselves and any sub-contractor against:-

- All liability for damage to property occasioned by the carrying out of the works and injury caused by the works and workmen to persons, animals or things and shall hold the Employers and Clients harmless in respect thereof, in the sum of at least £10 million which shall be valid for the entire duration of the works.
- All liability whether arising at Common Law or under the Fatal Accidents Act 1976, or any amendments therefore in respect of accidents to persons employed in the carrying out of the works and shall hold the Employers and Clients harmless in respect therefore and also in respect of all claims whether successful or unsuccessful which may be made.

The contractor is required to submit a copy of their insurance certificates including a minimum of £10million public liability insurance annually.

E. Assignment

The Contractor shall not without the written consent of the Town Clerk, assign contracts nor without the consent of the Town Clerk sublet any proportion of the works.

F. Bankruptcy

If the Contractor shall become bankrupt or insolvent or enter into liquidation, whether compulsorily or voluntarily (except liquidation for the purpose of reconstruction) or shall suffer execution for debt in any Court of Law or shall propose any composition with his creditors for the settlement of his debts, or shall enter into, make or execute any Deed of Arrangement, or shall carry on or shall propose to carry on his business under inspectors on behalf of his creditors or shall commit any act of bankruptcy, has a scheme of arrangement approved in accordance with the Insolvency Act 1986 or has an application made under the Insolvency Act in respect of his company to the Court for the appointment of an administrator or has an administrative receiver as defined in the Insolvency Act appointed, the Employers will make notice to the contractor to rescind the Contract, whereupon the Contract will come to an end.



G. Failure to Progress Works

If, in the opinion of the Town Clerk, works are not being carried out in accordance with the agreed programme of works or are not being executed sufficiently, the Town Clerk will give notice to the contractor and if they refuse to amend or comply with the notice within 90 days, then the Contract will come to an immediate end.

H. Prevention of Corruption

If the contractor shall have offered or given or agreed to give to any person any gift, or consideration of any kind as an inducement or reward for doing, or forbearing to do any action in relation to obtaining the Contract, the Contractor or any other person acting on the contractor's behalf shall have committed an offence under the Prevention of Corruption Acts or shall have given any fee or reward the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972, without prejudice to any other rights or remedies of the Employer. The Employer shall be entitled to terminate the contractor's employment under the Contract and recover from the Contractor the amount of any loss from such a termination.

PRICE PER CUT £ plus VAT

TOTAL ANNUAL COST FOR 6 CUTS £ plus VAT

FIXED PRICE FOR THE DURATION OF THE 3 YEAR CONTRACT

Signed

Dated

Name and Position

Company Name

TELSCOMBE TOWN COUNCIL



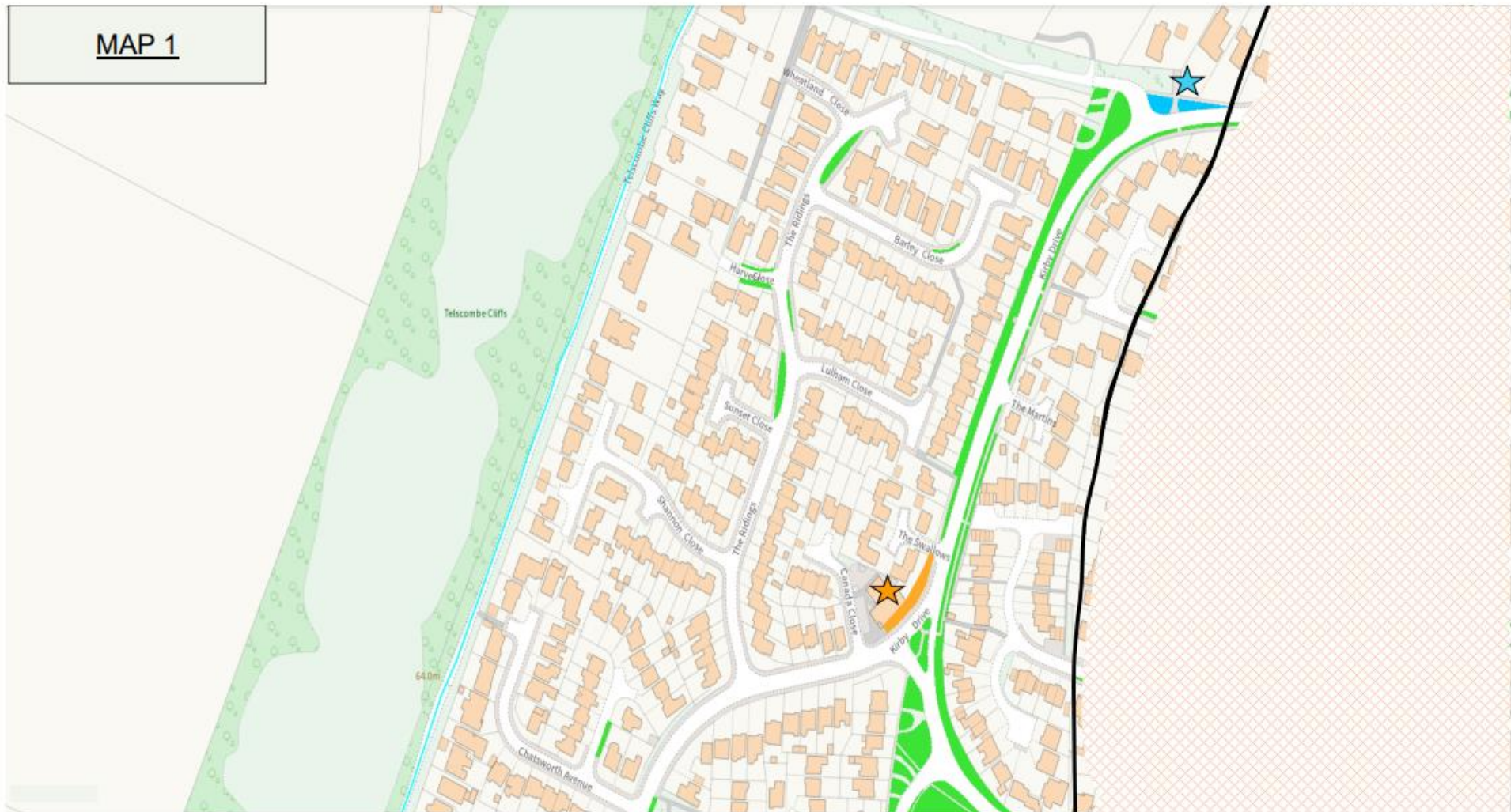
GRASS VERGES IN NORTH TELSCOMBE CLIFFS (to the left of the black line only)

Key:-

Green = areas to be cut

★ Turquoise = wildlife verge NOT TO BE CUT

★ Orange = meadow verge NOT TO BE CUT



TELSCOMBE TOWN COUNCIL



GRASS VERGES IN LOWER NORTH TELSCOMBE CLIFFS (to the left of the black line only)

Key:-

Green = areas to be cut

Turquoise = wildlife verge NOT TO BE CUT

Orange = meadow verge NOT TO BE CUT



TELSCOMBE TOWN COUNCIL



GRASS VERGES IN CENTRAL (East) TELSCOMBE CLIFFS (to the left of the black line only)

Key:-

Green = areas to be cut

Turquoise = wildlife verge NOT TO BE CUT

Orange = meadow verge NOT TO BE CUT



TELSCOMBE TOWN COUNCIL



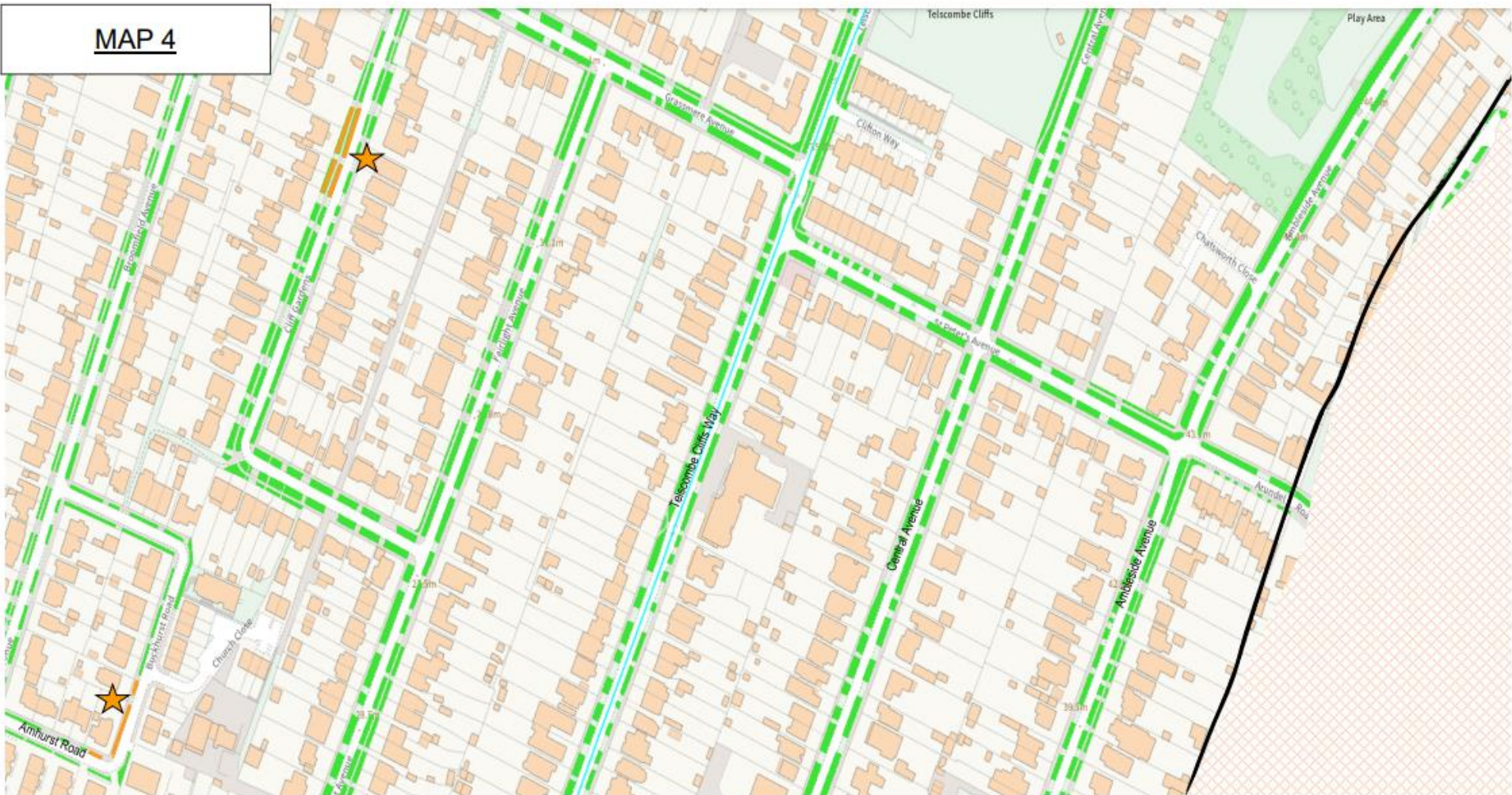
GRASS VERGES IN LOWER CENTRAL (East) TELSCOMBE CLIFFS (to the left of the black line only)

Key:-

Green = areas to be cut

Turquoise = wildlife verge NOT TO BE CUT

★ Orange = meadow verge NOT TO BE CUT



TELSCOMBE TOWN COUNCIL



GRASS VERGES IN SOUTH (East) TELSCOMBE CLIFFS (to the left of the black line only)

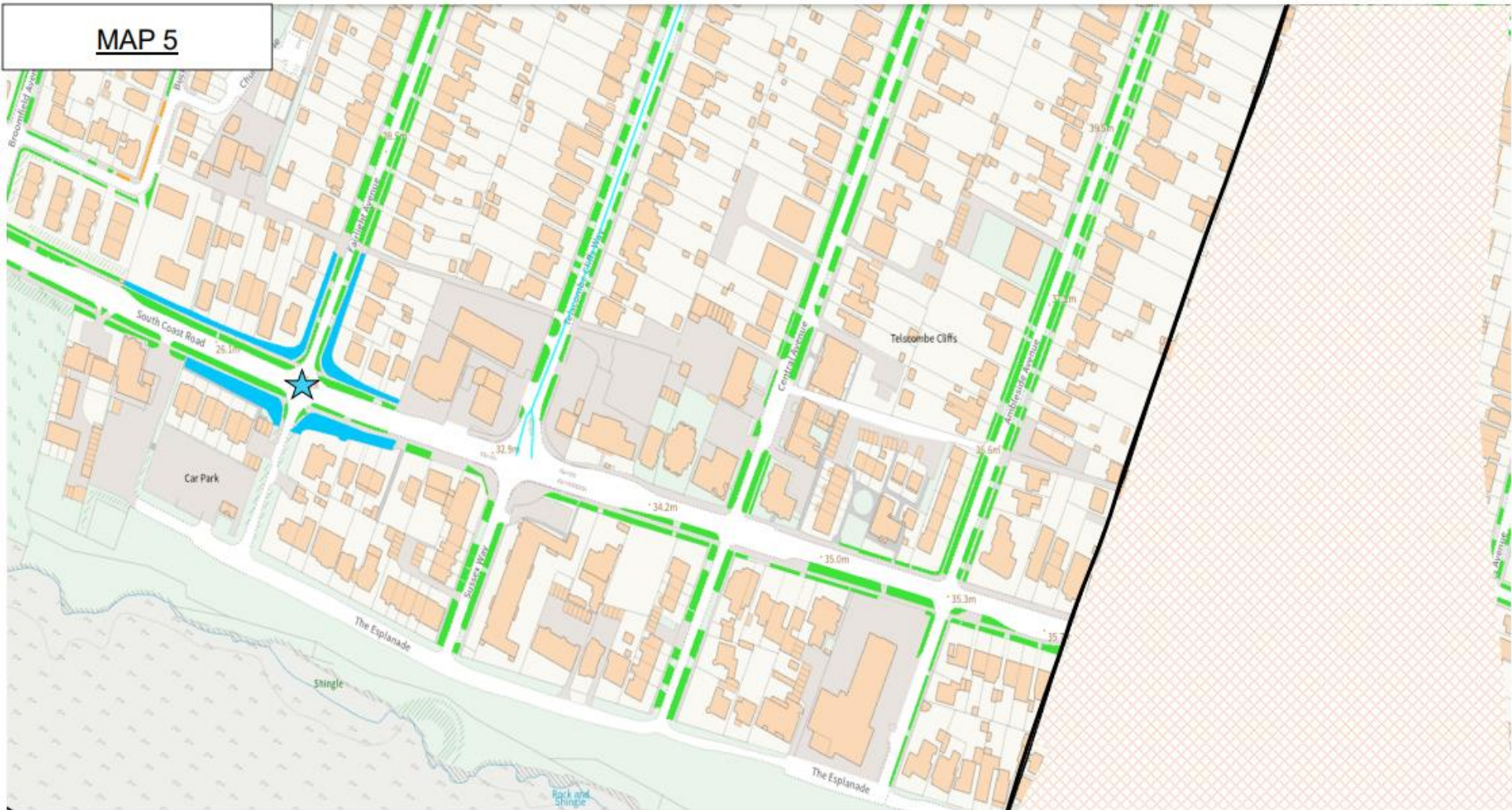
Key:-

Green = areas to be cut



Turquoise = wildlife verge NOT TO BE CUT

Orange = meadow verge NOT TO BE CUT



TELSCOMBE TOWN COUNCIL



GRASS VERGES IN CENTRAL (West) TELSCOMBE CLIFFS

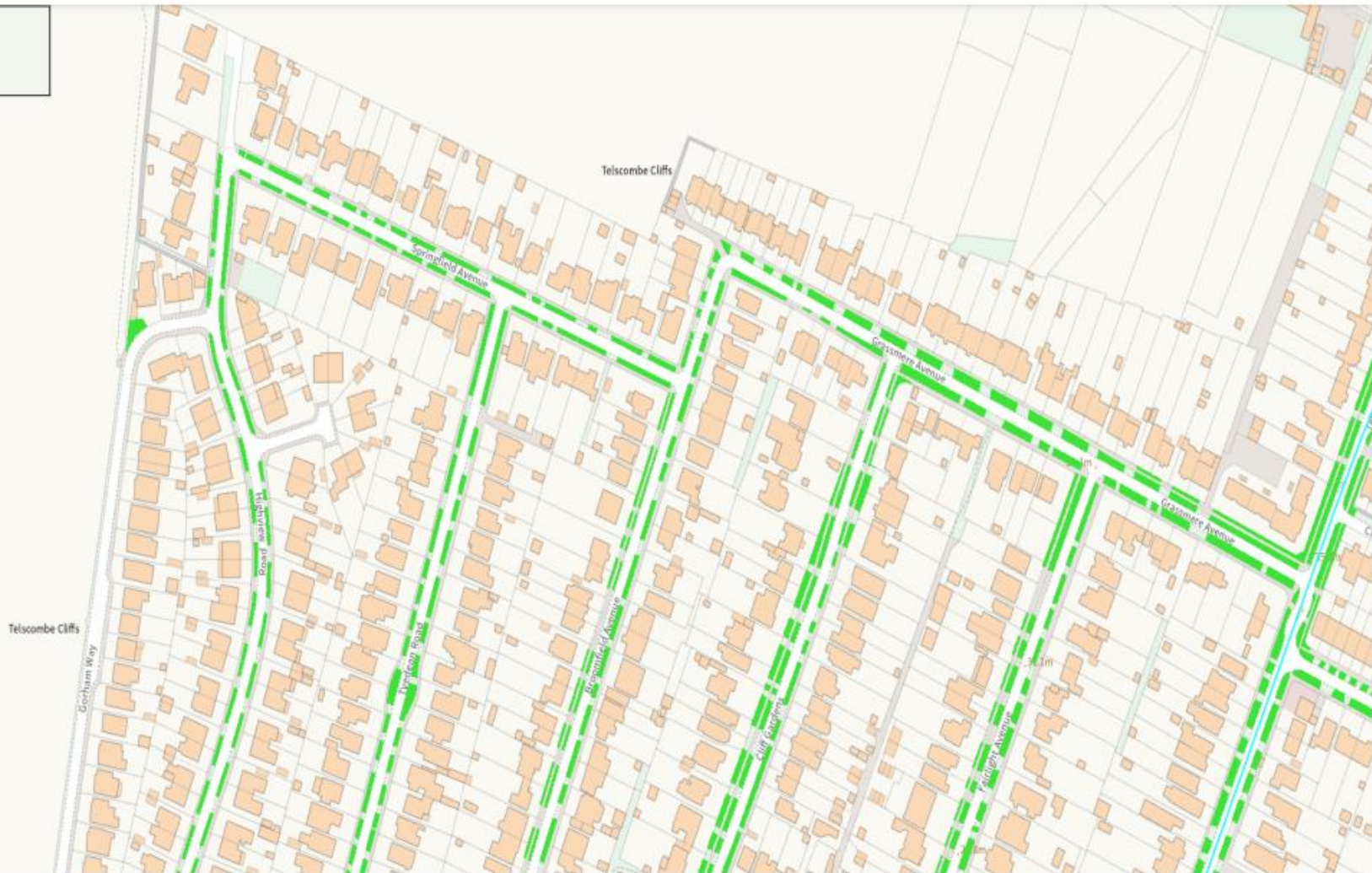
Key:-

Green = areas to be cut

Turquoise = wildlife verge NOT TO BE CUT

Orange = meadow verge NOT TO BE CUT

MAP 6



TELSCOMBE TOWN COUNCIL



GRASS VERGES IN SOUTH (West) TELSCOMBE CLIFFS

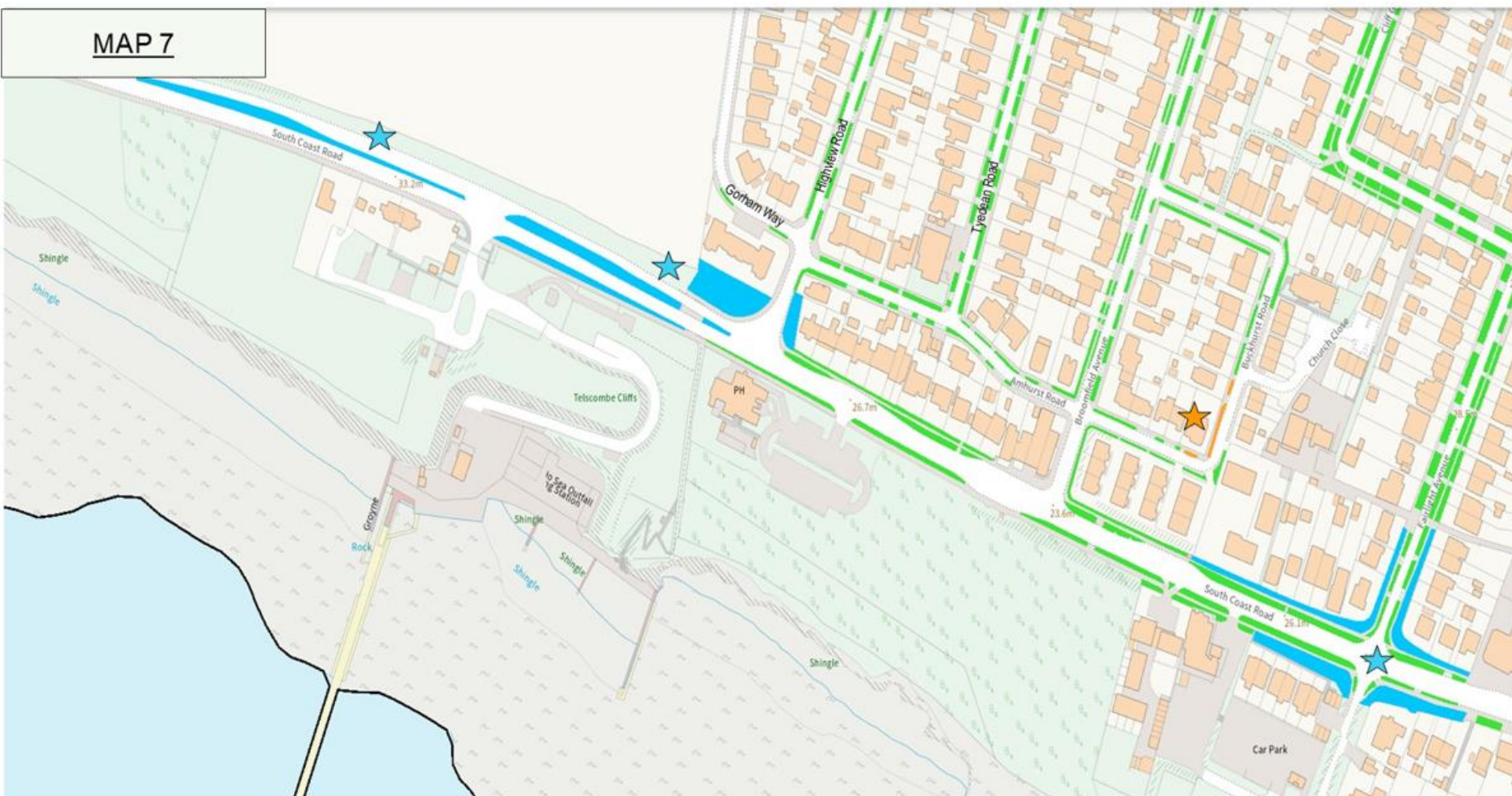
Key:-

Green = areas to be cut

 Turquoise = wildlife verge NOT TO BE CUT

 Orange = meadow verge NOT TO BE CUT

MAP 7



TELSCOMBE TOWN COUNCIL



GRASS VERGES IN SOUTH (East) EAST SALTDEAN

Key:-

Green = areas to be cut



Turquoise = wildlife verge NOT TO BE CUT

Orange = meadow verge NOT TO BE CUT



TELSCOMBE TOWN COUNCIL



GRASS VERGES IN SOUTH (West) EAST SALTDEAN (to the right of the black line only)

Key:-



Green = areas to be cut

Turquoise = wildlife verge NOT TO BE CUT

Orange = meadow verge NOT TO BE CUT

MAP 9



TELSCOMBE TOWN COUNCIL



GRASS VERGES IN CENTRAL EAST SALTDEAN (to the right of the black line only)

Key:-

Green = areas to be cut

Turquoise = wildlife verge NOT TO BE CUT

Orange = meadow verge NOT TO BE CUT



TELSCOMBE TOWN COUNCIL



GRASS VERGES IN CENTRAL (upper) EAST SALTDEAN (to the right of the black line only)

Key:-

Green = areas to be cut

Turquoise = wildlife verge NOT TO BE CUT

Orange = meadow verge NOT TO BE CUT



TELSCOMBE TOWN COUNCIL



GRASS VERGES IN NORTH EAST SALTDEAN (to the right of the black line only)

Key:-

Green = areas to be cut

Turquoise = wildlife verge NOT TO BE CUT

Orange = meadow verge NOT TO BE CUT

