

DATE:

[Contractor]

and

Bishopsteignton Parish Council

Cleaning Services Agreement

DATE:

PARTIES:-

(1) _____ of _____ (the Contractor)

(2) _____ of _____ (the Client)

INTRODUCTION

The Contractor has agreed to provide the Client with cleaning services in accordance with this Form of Agreement and the attached Terms and Conditions.

THE PARTIES AGREE as follows:

1. The Services will commence on
2. The initial period for the services will be [36 months]
3. Details of the services and other requirements are set out in Schedule A.
4. Details of the charges payable by the Client are set out in Schedule B.
5. The Contract between the Contractor and the Client consists of this Form of Agreement, the attached Terms of Business and Schedule and comes into effect upon signature.

SIGNED by the duly authorised representative of the Contractor and of the Client on the date specified above.

SIGNED by: _____)
for and on behalf of the Contractor)

SIGNED by: _____)
for and on behalf of the Client)

TERMS OF BUSINESS

1. DEFINITION & INTERPRETATION

1.1 In these Terms and Conditions:

“Client” means Bishopsteignton Parish Council and is identified as the Client in the Form of Agreement;

“Contract” means the contract for cleaning services between the Contractor and the Client comprising the Form of Agreement, these Terms of Business and the Schedules;

“Services” means the cleaning services described in Schedule A; and

“Site” means the place or places identified in Schedule A where the Services are to be performed

1.2 These Terms of Business are the only terms on which the Contractor contracts with its clients and any other terms put forward by the Client are excluded.

2. PROVISION OF SERVICES

The Contractor will provide the Services in accordance with the Contract, including staff, equipment and cleaning materials.

3. DURATION

The initial period of the Contract is 36 months unless a different period is specified in the schedule. Unless terminated early in accordance with these Terms of Business, the Contract may continue after the initial period until it is terminated by either the Client or the Contractor giving at least one month’s written notice to the other expiring at the end of a calendar month.

4. FEES AND PAYMENT

4.1 The Contractor will submit invoices on a monthly basis and all invoices are due for payment within 21 days from the invoice date. Should any additional services be required (“ Additional Services”) falling outside the Services defined in the Schedule, the Contractor will provide the Client with a written quotation for those Additional Services itemising the costs of labour and materials. If the Client approves that quotation in writing the Contractor shall carry out the agreed Additional Services in accordance with the quotation and invoice the Client separately.

4.2 Any query concerning an invoice must be raised within 7 days of the date of issue and the Contractor will respond promptly. The Client is not entitled to withhold any payment without the Contractors prior written consent.

- 4.3 If any payment is not made on the due date, the Contractor is entitled to claim interest in accordance with the late Payment of Commercial Debts (Interest) Act 1998, but this entitlement does not affect the other rights of the Contractor under the Contract.
- 4.4 All charges are quoted exclusive of VAT which will be added as appropriate and a VAT invoice or VAT receipt issued.
- 4.5 All charges are subject to increase after 12 months or on the review date specified in the Schedule, if earlier, in accordance with CPI index.

5. CONTRACTORS OBLIGATIONS

- 5.1 The Contractor will (as far as practicable) ensure that all its personnel are known to it and/or references have been obtained. The objective of the Contractor is to ensure that its personnel are reliable and competent. The names of personnel working at the sites will be provided to the Client on request.
- 5.2 The Contractor will not knowingly engage any personnel under the age of 18.
- 5.3 The Contractor will supply its personnel with an identification badge.
- 5.4 The Contractor will provide cleaning equipment and materials for the Services. The Contractor will ensure that all equipment and materials are removed from the Site at the end of each visit.
- 5.5 The Contractor will provide adequate supplies of all toiletries and consumables at all times in accordance with Schedule A.
- 5.6 The Contractor will notify the Client's nominated representative immediately should they identify any physical defects of the property or, where appropriate, the sanitary equipment
- 5.7 The Contractor will during the lifetime of the Contract maintain adequate Public Liability Insurance with a reputable insurer.

6. CLIENTS OBLIGATIONS

- 6.1 The Client will grant access for the Contractor's personnel during the agreed working hours and will take reasonable steps to ensure that the Contractor's personnel are not obstructed in their duties by any of the Client's personnel or other visitors to the site.
- 6.2 The Client will explain any alarm or security measures to the Contractor's representatives at the start of the Contract and will notify any changes before they are put into effect. Any call out charges or other costs arising due to activation of

alarms will be to the Client's account even if an alarm is activated by the Contractor's personnel.

- 6.3 The Client will ensure that the Sites are and will during the Contract be and remain safe for work and that it will comply with all statutory requirements for the health and safety at work of the Contractor's personnel. The Contractor may withdraw its personnel from the Site if the Contractor reasonably considers that they may be exposed to undue risk or danger.

7. LOSS OF PROPERTY.

The Contractor will have no liability to the Client for any loss of or damage to property of the Client except to the extent that the loss or damage is (a) caused by proven negligence or default of the Contractor's personnel and (b) is covered by the public liability insurance maintained by the Contractor.

8. CLIENT COMPLAINTS

- 8.1 Any complaint about the performance of the Contract must be made in writing to the Contractor's representative named in the schedule within 5 working days of the occurrence and the Contractor will take all necessary action, without cost to the Client, to investigate and (unless it reasonably considers that the complaint was not justified) take any necessary remedial action.
- 8.2 In the absence of complaint it will be assumed that the Client is satisfied with the Contractor's performance of the Contract.
- 8.3 In the event of a complaint, having been investigated and proven, the Client reserves the right to require the Contractor to:
- (a) take whatever steps are necessary to rectify the default at the Contractor's cost or
 - (b) meet any costs that the Client has to meet with an alternative supplier of services to rectify the cause of the complaint

9. SUSPENSION OF SERVICES

Failure by the client to pay any invoice in full within 30 days of the due date or to comply with any of its other obligations under the Contract will entitle the Contractor to suspend its Services under the Contract until the invoices have been paid in full and the Client has complied with its other obligations.

10. TERMINATION.

- 10.1 Either party may terminate this Contract by not less than 30 days' written notice to the other expiring not earlier than the end of the initial period.

- 10.2 Either party may terminate the Contract by written notice at any time if the other.
- (a) becomes insolvent, or has a liquidator, receiver or administrator appointed, or
 - (b) commits a breach of the Contract and, in the case of a breach that can be remedied, fails to remedy it within 21 days after the written notice requiring it to be remedied.
- 10.3 If the Client terminates the Contract without notice or with less notice than is agreed, the Client agrees to compensate the Contractor for loss of profit and for an amount equal to any costs it reasonably incurs with respect to personnel (including redundancy) as a result of the termination.

11. FORCE MAJEURE

The Contractor will not be liable for any failure in the performance of any of its obligations under the Contract caused by factors outside its control (and act of "Force Majeure"). Any act of Force Majeure shall be notified as soon as possible, and the Contractor will take all reasonable steps to overcome the problem and resume its obligations. An act of Force Majeure shall have the effect of suspending the Contractor's obligations under the Contract.

12. CONFIDENTIALITY

All information acquired by the Contractor relating to the Client's business will be treated by the Contractor as confidential and the Contractor will not make any use or disclosure of it. The Client will also keep confidential the terms of the Contract and all information it obtains concerning the Contractor's business.

The confidentiality obligations shall survive termination of the Contract.

13. NO SOLICITING OF CONTRACTOR'S EMPLOYEES

During the Contract and for six months after its termination the Client will not directly or indirectly engage or solicit either on its own account or on behalf of any other person the whole or part time services for any purpose of any of the Contractor's personnel who work in any capacity under the Contract at the Site. The Client will be liable to pay compensation to the Contractor for any breach of this clause equal to six months' earnings of any person who is induced to leave the Contractor.

14. LIABILITY

The Contractor will have no liability to the Client (in contract or in tort) for any loss of income, loss of profit or any other indirect or consequential loss. The Contractor's liability for any breach of Contract or negligence in any month will be limited to the extent of any cover provided by the Public Liability Insurance taken out by the

Contractor. However, liability for death or injury caused by negligence of the Contractor is not limited.

15. LAWS & DISPUTES

- 15.1 If a dispute occurs the parties will endeavour to resolve it amicably by direct negotiation between their respective chief executives or other senior managers.
- 15.2 Either party may require that any dispute that is not resolved by negotiation may be referred to mediation on the application of either party. In that case, unless otherwise agreed, the mediation will be conducted in accordance with the CEDR (Centre for Effective Dispute Resolution) Rules then in force.
- 15.3 Any dispute that is not resolved by negotiation or mediation will be finally settled by the courts of England and Wales.

16. GENERAL

- 16.1 **Entire Agreement.** The Contract constitutes the entire agreement between the parties relating to its subject matter and supersedes all previous communications, representations and other arrangements, whether oral or written. The Client acknowledges that no reliance is placed on any representation made by the Contractor but not embodied in the Contract.
- 16.2 **Waiver.** No delay or failure by either party to exercise any of its rights under the Contract will operate as a waiver of them. To be effective, a waiver must be in writing.
- 16.3 **Third Party Rights.** The rights of a third party to enforce any right under the Contract or to enforce any term of the Contract under the Contracts (Rights of Third Parties) Act 1998 are excluded.
- 16.4 **Severability.** If any part of the Contract is held by a court to be unenforceable or invalid, the remaining provisions of the Contract will continue in effect.
- 16.5 **Assignment.** Neither party shall be entitled to assign any of their interests in the Contract to any third party without prior written consent of the other party, such consent may be withheld or granted at that party's absolute discretion. This clause will not restrict the Contractor from subcontracting any of its obligations.
- 16.6 **Notices.** Notices under the Contract must be given in writing and delivered to the address of the recipient.

SCHEDULE A

Services

Address of the Site: Public Toilets located on Fore Street and the Lawns Recreation Ground Bishopsteignton, Teignmouth, Devon

Description of Cleaning Services

Minimum Cleaning Frequency

Frequencies are laid down in the Specification Schedule A for cleaning and must be strictly adhered to unless the prior approval of the Chairman of the Client's Asset Management Committee or a nominated representative has been obtained.

The frequency schedule represents the minimum requirement which is considered necessary by the Client to achieve the required standard. The successful Contractor must ensure that the frequency is adhered to unless otherwise agreed or instructed.

It may be necessary to increase the frequency of cleaning at any of the locations from time to time because of increased public usage, e.g. Annual Bishopsteignton Fair, other events, etc., and the Contractor will be advised of the need to increase the frequency and shall be required to make suitable arrangements to carry out any additional work on the basis of an agreed hourly rate. Failure to undertake additional routines when requested may lead to non-payment of contract sums.

The Contractor will be responsible for sourcing, supply and control of all materials and supplies which will be kept in a secure store agreed with the Bishopsteignton Parish Council. The contractor will be responsible for liaison with the Clerk to the Client to ensure that stock levels are maintained.

Clean, for the purposes of this Agreement is defined as meeting all the specific requirements contained in this Schedule A of the Contract.

Disposal of Waste

The Contractor shall make appropriate arrangements for the removal and collection of all rubbish/litter from the sites and must be cleared at the end of each visit.

The Contractor will be expected to increase the frequency of collection/disposal of rubbish/litter if that proves necessary in order to comply with the requirements of the Specification.

Attendance and Cleaning Requirements

Toilets are to be visited, inspected and cleaned in accordance with the following schedule throughout the year on Monday, Wednesday and Friday

Outside of these times, the Contractor should ensure that a representative is available to

attend any reported incidents or to replenish materials where advised.

Each toilet shall be visited, inspected and cleaned in accordance with the programme of work and as specified in this Contract.

During visits, the Contractor shall ensure that necessary work is carried out in order to keep the facilities in a clean and well-maintained condition in accordance with this Specification and ensure adequate supply of toiletries are available to visitors.

Maintenance Responsibilities

The Contractor shall be responsible for general cleaning and minor maintenance issues such as blockages. Electricity, water supplies and all other maintenance of the facilities remains the responsibility of the Client.

Cleaning and maintenance work may proceed during normal working opening hours provided the work is organised so as not to obstruct or interfere with their use by the public.

Blocked drains between the sanitary fittings or appliance and the nearest external inspection chamber and blocked roof drainage shall be cleansed and put into a working order following discovery. Failure to resolve any minor blockage should be reported to the Client's Parish Clerk without delay.

All other items requiring repair or replacement, including electric hand dryers, cracked or broken glazing; WC bowls; hand basins; urinals; cisterns; door panels, or fencing shall upon discovery be reported to the Client's Parish Clerk without delay.

Graffiti removal; defective or missing cubicle door locks; defective or missing toilet roll holders; light bulb, fluorescent tube replacement and starter replacement; replacement of damaged wall tiles; lubrication of WC cistern operating mechanisms; fittings of WC seats; replacement of WC handles or chain pulls and WC seat pads, shall be reported to the Client's Parish Clerk for remedial works as soon as possible.

Quality of Service

Complaints, liaison with the public and issues necessitating remedial action by the operative must be dealt with promptly by the Contractor to promote customer satisfaction.

The Contractor shall advise the Client's Parish Clerk of any problems throughout the day that will delay cleaning and any incidents where it is considered that any member of the public may make a complaint to the Parish Council.

Unless otherwise instructed by the Client, failures or incidents notified to the Contractor before 12 noon must be remedied on that same day and failures or incidents notified to the Contractor after noon must be remedied by 12 noon of the following working day. For the purpose of this Clause, Saturday and Sunday are working days.

Specification for Cleaning

Initial Preparation:

Where the facilities have been closed for a period of time, prior to re-opening the facilities must be given a thorough cleaning, such cleaning to include the use of strong anti-bacterial cleansers and sanitizing products.

1	WC Bowls – Descale, clean and remove all deposits from internal and external parts of the fitment to include flushing rim, seat, seat lids, hinges, S and P traps and cleaning of exterior of flushing tank.
2	Urinals – Descale, clean and remove all deposits from the whole of the face, to include outlet traps, immediate pipework, domical grating, sparge pipes and exterior of flushing tank.
3	Refilling of any open joints revealed by the removal of deposits from urinal stalls. Replacing of trap covers on each visit, or when necessary, or as required.
4	Wash Basins and Sinks – Descale, clean and remove all deposits from the entire areas, to include the underneath. Remove sludge and deposits from waste outlet, trap, pillar cocks and waste pipe. Refilling of any open joints when necessary.
5	Miscellaneous Units – Gullies, open channels, soap dispensers, trough, etc., to be treated in the same manner as other units, to result in complete restoration. Any defects are to be reported to the Client within 24 hours.
6	Floors, Walls, Ceilings and Doors – Specific attention to sides, corners and behind sanitary ware should be applied. Elimination of accretion in these areas is essential.
7	Flushing of the System – To remove stagnant water and eliminate the risk of Legionellae growth all taps must be fully opened for a period of 3 minutes. This action should be carried out once a week and a log sheet completed (see appendix A).

Floors

1	Pick up and dispose of all litter.
2	Sweep floors (including entrance porch) to remove all debris, dust and other accretions from the floor surface. Remove all other deposits using an approved technique and chemical, as necessary.
3	Thoroughly wash floor using an approved detergent. Rinse with clear water/disinfectant and mop dry to leave a clean, dry surface.

Sanitary Ware

1	Clean all surfaces of urinals together with cisterns, flush pipes and all fittings using an appropriate cloth brush/mop using a germicidal detergent (diluted as necessary).
2	Rinse with clear water to leave a clean surface and dry wipe. If necessary, to comply with the definition of clean, the above work may be supplemented with the use of an approved mild abrasive cleansing cream or paste.
3	Clean the inside of the WC pans using a WC brush and germicidal detergent. Particular attention should be paid to the WC traps and flushing rims. Rinse with water to leave the pan in a clean condition.

	If necessary, to comply with the definition of clean, the above works may be supplemented with the use of an approved mild abrasive cleansing cream or paste.
4	Clean the outside of the WC pans and the seats, cisterns and handles using appropriate cloth/mop, using germicidal detergent (diluted as necessary). Rinse off and give a dry wipe to leave a clean, dry surface. Particular attention must be given to the rear of the WC pan and the seat hinges.
5	Clean the surfaces and taps of wash basins including splash backs using appropriate cloths/brush using a germicidal detergent (diluted as necessary) using sufficient pressure to assist the cleaning. Rinse off, damp wipe to leave a clean surface. If the detergent is insufficient, then mildly abrasive cleansing cream or paste may be used.
6	Clean all mirrors using appropriate cleaning material.
7	Spot clean doors, walls and cubicle partitions using detergent as necessary. Rinse off and wipe dry.
8	Clean door bolts/handles with approved germicidal detergent. Rinse off and wipe dry.
9	Provide and replenish missing or depleted solid disinfectant blocks as appropriate in urinals and cisterns in all toilets.
10	Clean hand sanitiser dispensers with approved germicidal detergent. Rinse off and wipe dry.

General

1	Replenish toilet paper, paper towels, soap, hand sanitiser, etc., as necessary.
2	Empty litter bins and dispose of litter as appropriate.
3	Inspect interior and exterior of building and remove graffiti by normal cleaning methods where possible. If normal cleaning methods fail to remove graffiti please advise the Client.
4	Report all defects and vandalism to the Client.
5	Clean all external surfaces of towel and toilet paper dispensers with detergent, rinse and wipe dry.
6	Clean and polish all copper work, chrome and brass fittings with metal cleaner/polish approved by the Client.
7	Clean all doors, partitions, glazed tiles and walls with germicidal detergent, rinse off and damp wipe.
8	Dust to remove cobwebs from ceiling, light fittings and horizontal surfaces.
9	Clean and polish both sides of all Windows.
10	Clean externally all light fittings.
11	Treat all sanitary ware to remove scaling.
12	Polish all tiles, to be done more frequently (if required) at no additional cost.
13	Where applicable unlock/lock toilets at the specified opening and closing times.

Cleaning Materials:

The Contractor should recommend, and gain agreement with, the Chairman of the Client’s Asset Management Committee or their designated representative, all materials to be used for the purposes of cleaning and maintaining the facilities.

This agreement must include both cleaning materials, toiletries and all other consumables.

Additional Services:

As indicated and requested by the Client in accordance with Schedule B prices.

Approximate times of visits:

During working hours (9am to 5pm Mondays to Fridays, Bank and Public Holidays in England and Wales excepted) unless alternative arrangements are agreed between the parties beforehand.

SCHEDULE B

Initial Period of Contract 36 Months, commencing

Notice Period 1 Month

Charges:

For the Period of This Agreement the Hours required are determined by the Contractor to complete the work as identified in Schedule A, payment for which shall comprise a monthly sum of £..... payable upon receipt of monthly invoice.

Additional Hours to be subject to a Call Off by the Chairman of the Client’s Asset Management Committee or their nominated representative and charged at the basic rate.

The basic rate of charge shall be £..... Per Man Hour.

Such Call Off events are to be agreed by at least an exchange of emails wherein the Contractor shall indicate an approximate number of hours that will be required to undertake the work identified.

At the discretion of the Chairman of the Client’s Asset Management Committee or their nominated representative, where such a Call Off event occurs on a Saturday or Sunday or

constitutes and emergency outside the normal working day a rate of £..... per Man Hour will be applied.

Additional Services shall be invoiced separately as provided in clause 4.1.

Payable upon receipt of monthly invoice.

Date for payment of invoices the 21st Day of the Month immediately following the presentation of the Contractor's invoice.

Materials

The Contractor will provide a stock of toiletries, cleaning materials and consumables.

**APPENDIX A
FLUSHING FOR LEGIONELLA CONTROL
SITE LOGBOOK**

In regular use the facilities at either site are not expected to stand unused for any periods more than 7 days. In periods where they are not used a programme of regular flushing should be in place to ensure water does not stagnate. As usage is not monitored the flushing of the systems at each site is required once per week.

Fully open all taps for at least 3 minutes to remove potentially stagnant water.
Flush each WC/Urinal to circulate potentially stagnant water.

DATE COMPLETED	SITE LOCATION		CARRIED OUT BY
	LAWNS	FORE STREET	
Eg. Mon 29/06/20	✓	✓	KFord