

**DRAFT**

**Service Level Agreement for the Cleaning & Maintenance Contract  
Listley Street, Innage Lane and Fox Corner Public Conveniences**

<b>(the Council)</b>	<b>(Contractor)</b>
<b>Address:</b> Bridgnorth Town Council  College House  4 St. Leonards Close  Bridgnorth  Shropshire  WV16 4EJ	<b>Full Address of Contractor:</b>
This Agreement forms the Contract for the cleaning and maintenance of the Council's public conveniences at Listley Street, Innage Lane and Fox Corner.  <b>The Services will commence: - 2<sup>nd</sup> July 2021</b>  <b>The Council's Representatives will be:</b> Town Clerk  The Services are as set out in Section 2 below	
<b>SIGNED</b> by the authorised signatory for and on behalf of The Council	<b>Signature:</b>  <b>Name:</b>  <b>Title:</b>  <b>Date:</b>
<b>SIGNED</b> by authorised signatory for and on behalf of (the Contractor)	<b>Signature:</b>  <b>Name:</b>  <b>Title:</b>  <b>Date:</b>

## 1. Definitions and Interpretation

### 1.1 In these Conditions the following words have the following meanings:

"Change Request"	has the meaning set out at Condition 4.1;
"Charges"	means the charges for providing the Services stated in the Proposal;
"Contract"	means any contract between the Council and the Consultant for the provision of the Services, incorporating these Conditions and the Proposal;
"Force Majeure"	means any event outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under the Contract including without limitation Act of God, fire, flood, lightning, war, revolution, act of terrorism, riot or civil commotion, strikes, lock-outs or other industrial action, whether of the affected party's own employees or others, failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services;
"New Provider"	means any replacement service provider nominated by the Council to provide similar services following the termination or expiry of the Contract;
"Personnel"	means the employees of or persons otherwise engaged by the Consultant or any employees of, or persons otherwise engaged by any sub-contractor of the Consultant in the Services.
"Project"	means any project, as assigned under the Contract by the Council's Representative to the Consultant;
"The Council"	at Council Offices.

### 1.2 References to any statute or statutory provision shall include:

- (a) any subordinate legislation made under it,
- (b) any provision which it has modified or re-enacted (whether with or without modification), and
- (c) any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

## 2. Services

**2.1 The Contractor shall during the continuance of any Agreement expect the Contractor to carry out the services set out below:**

- (a) Cleaning/Attendance and examination of the equipment every day except Christmas Day.
- (b) The supply and restocking whenever necessary of the equipment with all consumables (including soap, disinfectant and toilet paper).
- (c) Clean graffiti from the interior and exterior of the equipment after detecting the same or being notified thereof by the Customer by telephone or email.
- (d) Cleaning of internal and external windows.
- (e) Unblocking of drains up to the first external manhole cover.
- (f) Maintenance of cashless card equipment and paddlegates at the 3 conveniences.
- (g) Replacement of external and internal light bulbs.
- (h) Removal of sanitary waste.
- (i) Management of timers for lighting and doors to minimise the effects of vandalism.
- (j) Support to and maintenance of an online logging/payment and access system.
- (k) Maintain the self-cleaning mechanism at Innage Lane toilet block.
- (l) Provide a call out assistance and respond to any call within 48 hours. If the Contractor is unable to respond within 48 hours the Council will outsource to make the repair and the Contractor will meet the cost incurred by the council.
- (m) The Contractors Engineer is to attend the facility on a weekly basis to carry out routine maintenance and weekly checks and report the results to the Council.
- (n) Opening and closing of each of the 3 toilet blocks at the advertised times.
- (o) Site specific cleaning and maintenance schedule below:

### Public Convenience Cleaning & Maintenance Summary Schedule

Site Cleaning	Postcode	Open/Close	Daily Cleaning Ops
Listley Street Car Park	WV16 4AW	8am-7.00pm	Contract Cleaner
Innage Lane*	WV16 4HQ	8am-7.00pm*	Contract Cleaner
Fox Corner*	WV15 6BP	8am-7.00pm*	Contract Cleaner
Site Maintenance Inspections		Frequency	
Listley Street Car Park	WV16 4HQ	Weekly	Contract Engineer
Innage Lane	WV16 4HQ	Weekly	Contract Engineer
Fox Corner	WV15 6BP	Weekly	Contract Engineer

\*Currently the Innage Lane and Fox Corner Toilets are accessed via payment card and therefore in theory they can be accessed 24 hours a day and therefore do not need locking or unlocking. However, the contractor is expected to visit the sites at the 'open/close' times to at least inspect them and ensure the doors are functioning properly.

## **Daily Clean –**

### **Floors**

- Thoroughly sweep including steps, drainage channels and gullies, removing all dust, dirt, litter etc. Pick up and dispose of sweepings.
- Thoroughly wash with water and approved cleaning agents all floors, including steps, drainage channels and gullies. Rinse and mop or squeegee dry.
- Empty waste bins, cleanse, sanitise and dispose of waste.

### **Sanitaryware and pipework**

- Clean sanitise with water and approved cleaning agents, w/c pans, w/c seats, cisterns, cistern flushing handles, chains or pedals, exposed pipework connecting cistern and pan, urinals, urinal filters, exposed feed and sparge pipework, wallgate units and mirrors.
- Remove using approved chemicals or cleaning agents any build up scale or other deposits from sanitaryware.
- Rinse with clean water and dry seats, wallgate units and mirrors with clean cloths.

### **Walls, ceilings, partitions, furniture, doors and frames**

- Clean and sanitise using water and approved cleaning agents, all walls, partitions, doors, frames, ledges, sanitary product fittings, and other fixtures and fittings.
- Remove all deposits and fouling.
- Rinse with clean water and dry with clean cloths.
- Clean using water and approved agents the external face of three main entrance doors, frames external notices and signs.
- Rinse with clean water and dry with clean cloths.

### **External**

- Sweep all paths, areas and steps giving access to each convenience, and any drainage channels and gullies. Pick up and dispose of sweepings.
- Where the convenience is directly adjacent to the public footway, the footway outside the convenience shall be swept. Where set back from the footway and paths, areas or steps leading from the public footway to the entrance shall be swept. Pick up and dispose of sweepings.
- Litter pick any grass or planted areas adjacent to an access path to a distance of 2 metres back from the path edge.

### **Store rooms and cupboards**

- Remove from all surfaces dirt, dust, rubbish and litter.
- Clean and sanitise using water and approved cleaning agents all sink units, tiling, partitions, door, frame, handles, pipework etc.
- Rinse with clean water and dry with a clean cloth.
- Thoroughly wash all floors with water and approved cleaning agents, immediately rinse and mop or squeegee dry.
- Empty waste bins, cleanse and sanitise and dispose of waste.

### 3. Meetings

3.1 The Contractor shall meet regularly with the Council's Representative to discuss the services. The frequency shall be no less than quarterly.

3.2. The Contractor shall attend formal meetings of the Council on being given reasonable notice. The Contractors will also be expected to attend other meetings necessary to deliver the prescribed services in 2 above.

### 4. Basis of Contract

4.1 Subject to any variation under Condition

4.2 The Contract will be subject to these Conditions to the exclusion of all other terms and conditions (including without limitation any terms or conditions which the Contractor purports to apply in any document whatsoever and whenever).

4.3 Any variation to these Conditions and any representations about the Services shall have no effect unless expressly agreed in writing and signed by the Representative of The Council.

### 5. Change of Control Procedures

5.1 For the purposes of these Conditions a "Change Request" is:

- (a) a request to change or add to the Services or any part of the Services; or
- (b) a request to amend the Contract or the Proposal or the Timetable or any other document attached to or referred to in these Conditions.

5.2 No Change Request shall be binding on the parties unless the Change Request has been agreed in writing by an authorised representative of both parties.

5.3 Change Requests may be originated either by The Council or by the Contractor or may be originated by the parties jointly.

5.4 If a Change Request cannot be agreed then there will be no change.

5.5 If a dispute arises as to whether any requirement of the Contractor or The Council is a Change Request the matter shall be dealt with in accordance with the Dispute Resolution Procedure.

### 6. Price and Payment

6.1 The Contract Price is £(insert agreed sum here) **Plus VAT per annum fixed for 3 years** for the service and maintenance of The Council's public toilets (assume initially all three sites). The sum shall be payable based on invoices submitted by the Contractor who shall invoice the Council at the end of each calendar month.

6.2 The Contractor shall issue the invoice for the Services in accordance with The Council's invoicing requirements as follows:

- Invoices shall state the Order number and the date.

- The invoice shall also contain a sufficiently detailed description of the Goods/Services to enable the Council to identify the Goods/Services or in such other form as the Council may specify from time to time.
- Invoices shall be addressed to Bridgnorth Town Council and marked for the attention of The Finance Officer at the address for The Council.

**6.3** Payment of the Price shall be made on receipt of an invoice from the Contractor and the Council shall normally pay the Contractor within four weeks of receipt.

**6.4** Bridgnorth Town Council will be responsible for the payment of Non-Domestic Rate Charges at the 3 sites.

**6.5** The costs associated with acts of vandalism are the responsibility of the Contractor up to a limit of £1500.00.

## **7. Insurance**

**7.1** The Contractor shall maintain in force during the term of the Contract at its own cost all insurance required at law, and a minimum of £5 million of professional indemnity insurance. Each such insurance policy must be reasonably acceptable to The Council with a reputable insurer. The Contractor shall on the written request of The Council from time to time allow the Town Clerk to inspect it.

**7.2** Through this, the Contractor shall indemnify The Council against loss caused by his actions or neglect.

## **8. Warranty**

**8.1** If the Contractor has failed to perform the Services (or any part of them) in accordance with the Contract, the Council shall be entitled (without prejudice to any other rights or remedies it may have):

- (a) at its option to require the Contractor to remedy such breach by re-executing the work free of charge; and
- (b) suspend payment of the Charges until such time as the Contractor recommences the provision of the Services in accordance with this Agreement.

## **9. Termination and the Consequences of Termination**

**9.1** This Agreement shall come into force on 2<sup>nd</sup> July 2021 and shall continue in force for a period of 3 years from that date.

**9.2** Either party may immediately suspend further performance of the Contract or cancel any outstanding provision of the Services, or by notice in writing to the other party, terminate the Contract without liability to the other party:

- (a) if the other party commits a material breach of any of its obligations under the Contract which is incapable of remedy; and/or

- (b) if the other party fails to remedy a breach of its obligations under the Contract which is capable of remedy, or persists in any breach of any of its obligations under the Contract after having been requested in writing by the other party to remedy or desist from such breach within a period of 28 days; and/or

**9.3** After an initial 6 month period termination can be effected by either party giving to the other not less than 2 month's prior written notice of termination before the expiration of the contract.

**9.4** Without prejudice to any other rights of determination or termination specified in any of the Conditions of this contract, if either party is in breach of the obligations (or anyone of them) under this contract the party alleging the breach may at its option give written notice of the breach and the exact nature of the breach to the party in breach. If, after 28 days the breach has not been remedied the party alleging the breach may at its option, give 28 days' written notice of termination of the contract.

**9.5** The termination of the Contract or of any of the Services shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of such termination.

**9.6** From the date of issue of notice of termination of the Contract, the Contractor shall (and shall procure that any subcontractor of the Contractor shall) cooperate with The Council and/or any New Provider of the Services appointed by the Council in ensuring the smooth handover and continued running of the Services during such handover to the Council and/or any New provider. In particular the Contractor shall (and shall procure that any subcontractor of the Contractor shall) render such assistance to The Council and/or the New Provider as the Council may reasonably request, subject to the Council paying the Contractor's reasonable costs necessarily incurred after the termination of the Contract in providing such assistance.

## **10. Disputes**

**10.1** Either party may call a meeting of the parties by service of not less than 10 working days written notice and the Council agrees to procure that an authorised representative shall attend all meetings with the Consultant called in accordance with this Condition.

**10.2** Those attending the relevant meeting shall use all reasonable endeavours to resolve disputes arising out of this Agreement. If the meeting fails to resolve the dispute within 28 days of its being referred to it, either party by notice in writing may refer the dispute to a mediator agreed by the parties.

**10.3** If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be reduced to writing and, once signed by a duly authorised representative of each of the parties shall be and remain binding on the parties.

**10.4** The parties shall bear their own legal costs, but the costs and expenses of mediation shall be borne by the parties equally.

## **11. Force Majeure**

- 11.1** If either party is affected by Force Majeure it shall immediately notify the other party in writing of the matters constituting the Force Majeure and shall keep that party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure continues.
- 11.2** The party affected by Force Majeure shall take all reasonable steps available to it to minimise the effects of Force Majeure on the performance of its obligations under the Contract.
- 11.3** The party affected by Force Majeure fails to comply with its obligation under Conditions 14.1 and 14.2 above then no relief for Force Majeure, including the provisions of the obligations of each party shall continue in force.
- 11.4** If the Force Majeure continues for longer than 4 weeks either party may at any time whilst such Force Majeure continues by notice in writing to the other terminate the Contract in accordance with Condition 11.1.

## **12. Notices**

- 12.1** All notices between the parties about this Contract must be in writing and delivered by hand or by special delivery or by electronic mail:
- 12.2** Notices shall be deemed to have been received:
- (a) if sent by special delivery post, 2 days after posting (exclusive of the day of posting);
  - (b) if delivered by hands on the day of delivery or if that is not a usual business day, the first usual business day after delivery.
- 12.3** Notices addressed to the Council shall be marked for the attention of the Town Clerk.

## **13. General**

- 13.1** Nothing in the Contract shall create or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.
- 13.2** If at any time any one or more of the conditions of the Contract is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from the Contract and the validity and/or enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired as a result of that omission.
- 13.3** The Contract sets out the entire agreement between the parties in relation to the Services. Each party irrevocably and unconditionally waives any right it may have to claim damages for, and or to rescind the Contract because of breach of any warranty not contained in the Contract or any misrepresentation whether or not contained in the Contract unless such misrepresentation was made fraudulently.



## **14. Law and Jurisdiction**

**14.1** This Contract shall be governed by English law.

**14.2** This Contract shall be subject to the exclusive jurisdiction of the English courts to which the parties irrevocably submit.

## **15. Access**

**15.1** Bridgnorth Town Council are to be provided with a full set of keys to all areas.

**15.2** Access may not be denied by the contractor at any time.

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