



# HASLEMERE TOWN COUNCIL

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**Dated 1<sup>st</sup> April 2023**

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**HASLEMERE TOWN COUNCIL**

**AND**

**CLEANKING**

**AGREEMENT FOR THE PROVISION OF CLEANING SERVICES AT HASLEMERE PUBLIC TOILETS**

**THIS AGREEMENT** is made on the DATE

**BETWEEN:**

- (A) **HASLEMERE TOWN COUNCIL**, of **Town Hall, High Street, Haslemere, Surrey, GU27 2HG** (the 'Council'); and
- (B) **CLEANKING** of **Unit 27 Hercules Way, Aero Park, Farnborough, Hampshire GU14 6UU** (the 'Contractor')

**1** **SCOPE OF CONTRACT**

- 1.1 As per the Contract Procedure Rules and the Contract Specification attached as appendices to this contract.

**2** **PERIOD OF CONTRACT**

- 2.1 The contract is for a period of **five years** and the start date is **1<sup>st</sup> April 2023**.

**3** **NOTICE OF TERMINATION OF CONTRACT**

- 3.1 The contract can be cancelled by either party by giving **3 months'** notice.

**4** **FEES AND EXPENSES**

- 4.1 All sums are exclusive of VAT.
- 4.2 All sums will be payable monthly by The Council subject to The Contractor providing The Council with a valid VAT invoice for 1/12<sup>th</sup> of the total annual contract sum.
- 4.3 For the life of the contract there will be an annual RPI inflationary price uplift plus 1%.
- 4.4 For any additional works agreed beyond the specified scope of this Contract, The Contractor will provide The Council in writing, in advance of such work commencing, a quotation for the additional works. Once the quotation is accepted and the additional works completed, such charges must be invoiced separately.

**5** **COMMUNICATION**

- 5.1 Communication with the Council in writing may be in the form of an e-mail.

**6** **CONFIDENTIALITY**

- 6.1 The Contractor acknowledges that if it receives or otherwise becomes aware of information relating to the Council, its personnel, management structure, processes, finances, plans and affairs, it should as such be considered as 'confidential information'.

6.2 The Contractor undertakes to maintain the confidentiality of the Council's Confidential Information at all times. The Contractor shall not at any time, whether during the term of this Agreement or at any time thereafter, without the prior written consent of the Council, use, disclose, exploit, copy or modify any of the Council's Confidential Information, or authorise or permit any third party to do the same.

## **7 INDEMNITY AND INSURANCE**

7.1 The Contractor shall be liable for and shall indemnify the Council against any and all claims, actions, liabilities, losses, damages or expenses (including legal expenses) incurred by the Council which arise out of or in connection with, directly or indirectly, the Contractor's performance under this Agreement, including without limitation any losses or expenses arising out of any third party demand, claim or action (including any claim alleging infringement of third party rights) or any misrepresentation, negligence, fraud, wilful misconduct or breach of statutory duty of or by the Contractor or its employees, agents or contractors.

7.2 The Contractor shall effect and maintain during the term of this Agreement such insurance as a prudent provider of services such as the Services would maintain in respect of the Contractor's obligations and liabilities hereunder. The Contractor shall provide written evidence of such insurance to the Council on the Council's request. In particular but without limitation, the Contractor shall effect and maintain the following insurance cover:

7.2.1 a policy of professional indemnity insurance providing cover of not less than £1 million in respect of any one occurrence or series of occurrences arising out of one event;

7.2.2 a policy of public and other liabilities insurance providing cover of not less than £5 million in respect of any one occurrence or series of occurrences arising out of any one event;

The parties have indicated their acceptance of the terms and conditions of this Agreement by signing it at the end of the Schedule.

**SCHEDULE 1**

Fees

The Fixed Price Proposal as set out in the tender dated **25 July 2022** by the Contractor namely:-

1. To undertake the cleaning and maintenance of the public toilets as per the specification

<b><u>Total annual cost</u></b>	<b><u>£14,524.77</u></b>
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<b><u>Plus quarterly deep clean per visit</u></b>	<b><u>£250 .00</u></b>
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(All sums are exclusive of VAT)

**SIGNED** as a Deed for and on behalf of **HASLEMERE TOWN COUNCIL**

**Authorised Officer**

**Dated**

**SIGNED** as a Deed for and on behalf of **CLEANKING**

**Authorised Signatory**

**Dated**

## **APPENDIX 1 - CONTRACT PROCEDURE RULES**

## APPENDIX 2 - SPECIFICATION

**PUBLIC TOILET CLEANING AND MAINTENANCE  
CONTRACT PROCEDURE RULES**

The public toilets are one of Haslemere Town Council's ["The Council"] most visible services and it is recognised that well maintained public toilets make a positive contribution to the quality of life of our community.

**1. SERVICE STANDARD**

- 1.1 This specification sets out the quality standards and frequencies required for the completion of the operations within this Contract and this is a true reflection of the current standards required by The Council. The Contractor must ensure that the standards defined in each and every part of the specification are achieved in full at all times.
- 1.2 The Contractor shall be sensitive to the aims and objectives of The Council and shall exercise due regard for all legislation; British Standards; good and recognised practice according to the specification; site management responsibilities and public health and safety. The Contractor must also implement the above basic philosophy throughout all contractual obligations thereby ensuring that these aims are reflected in the operatives' standard of work.
- 1.3 No claims will be admitted on grounds of ignorance.

**2. FAILURE TO PERFORM**

- 2.1 Failure to comply with any part of this Contract including Terms and Conditions could result in the termination of the Contract either in whole or in part.

**3. UNSPECIFIED WORKS**

- 3.1 The Specification forming this Contract is generally a full expression of the cleaning and maintenance operations and duties and responsibilities required by The Council. However, not every small detail is expressed and the Contractor must ensure that the full scope of the works is tendered for. Should the Contractor find work that has not been expressly defined in the documentation, it shall be drawn to the attention of The Council who will decide if the work is within the scope of the Contract or requires that the work is to be completed by Additional Works.

**4. GENERAL TERMS & CONDITIONS**

- 4.1 The contract is for **5 years** and can be cancelled by either party giving **3 months notice**.
- 4.2 Monitoring of the contract will be undertaken by The Council's Officers.
- 4.3 The Contractor will be working for The Council and any further work or any variations to the specification will be done through The Council's Officers in conjunction with the Chair of the Amenities Committee or the Mayor.



- 4.4 The Contractor will be required to include with the tender bid, a copy of his Third Party and Public Liability insurance certificates. Once the contract is awarded proof of these insurances will be resubmitted to The Council on an annual basis.
- 4.5 The Contract **shall not** allow sub-contracting of all or any part of the contract to a third party without the express written consent of The Council.
- 4.6 The site in this contract has a very high public profile and our residents and visitors expect a high quality service.
- 4.7 The Contractor shall exercise all the functions of a diligent employer to provide a stable, dedicated and trustworthy workforce who exhibit a level of understanding and commitment to the aims, requirements and responsibilities of each workplace.
- 4.8 If in the course of carrying out work for The Council, the Contractor becomes aware of any additional work, or any safety issues that require attention, this should be reported to the Town Hall as soon as possible. The Council would welcome an estimate/quotation from the Contractor for the additional work but there is no guarantee that this will be accepted.
- 4.9 The Contractor shall be required to attend inspection and performance meetings as required throughout the length of the Contract. This shall include routine meetings with Council Officers and Amenities Committee representative to discuss and accommodate needs and requirements with regards to maintenance changes and/or improvements.
- 4.10 Contract payments will be made against submission of monthly invoices each for 1/12<sup>th</sup> of the total annual contract cost.
- 4.11 All quotations should be **exclusive** of Value Added Tax.

## **5. URGENT & EMERGENCY WORK**

- 5.1 Where an instruction issued by The Council, either verbally or in writing, is specified as 'urgent', the Contractor shall carry out the works within **12 hours** of notification. This includes Saturday and/or Sunday working, at the discretion of The Council. Where the initial notification is made verbally, this shall be confirmed in writing.
- 5.2 With regards to Emergency Work, this shall be carried out within an agreed timescale upon receiving notification. The notification may initially be made verbally, but shall be confirmed in writing. The Contractor will be paid as per "c) additional works" on the tender letter. An out of hours telephone number will be required.

## **6. WORK PROGRAMME**

- 6.1 All operations are to be carried out to the performance standards, frequencies and dates and in the manner defined in the Contract Specification.
- 6.2 In advance of contract commencement, the Contractor will provide a work programme defining methods and means by which the Contractor will meet the requirements of the Contract. A copy of the programme will be supplied to The Council for approval. The programme shall be maintained and updated throughout the Contract period, with reviews taking place at least annually at the anniversary of the Contract commencement. A copy of each update shall be provided for The Council approval.

## **7. DISRUPTION**

- 7.1 Where works are disrupted by weather conditions or other external factors, the Contractor shall inform The Council, initially verbally and then in writing stating the cause, whether the works will be amended,

re-scheduled or omitted and what action, if any, can be taken by either The Council or Contractor to rectify the problem.

7.2 When such disruptions occur, The Council may authorise alternative operations and shall adjust the payment profile accordingly.

## **8. VANDALISM**

8.1 The Contractor will not be held responsible for vandalism or damage to the site contained in this Contract except where caused through the Contractor's own default or negligence.

8.2 Acts of vandalism or damage shall be reported by the Contractor to The Council.

8.3 Where damage prevents the Contractor from proceeding with works, or where the damage presents a hazard to any person or animal, the Contractor will verbally notify The Council immediately on discovery of the incident and confirm in writing later.

## **9. QUALITY**

9.1 Where, in the view of The Council, work has been carried out to an insufficiently high standard of craftsmanship, the work shall be carried out by the Contractor again at the Contractor's own expense to the approval of The Council.

## **10. EQUIPMENT**

10.1 All equipment used in this Contract shall be approved appropriate for the work specified in line with manufacturers' recommendations.

10.2 All equipment to be used shall be maintained in good operational order as necessary to achieve the standard of workmanship required by the Contract.

## **11. HEALTH AND SAFETY**

11.1 The Contractor is required to supply adequate signage of any hazardous operations and will be responsible for ensuring that all works are performed in such a way as to prevent risk or danger at all times to both the public and the workforce.

11.2 The Contractor shall ensure that machinery and equipment used shall be safe, properly guarded and maintained.

11.3 The Contractor must ensure that all employees are trained according to Health and Safety Policies and wear the appropriate protective clothing.

## **12. MATERIALS**

12.1 Unless otherwise stated, all materials required for satisfactory performance of the Contract shall be provided by the Contractor and the Contractor shall make due allowance in the tendered price for providing all necessary transport and labour for the collection, delivery or receipt and safe storage of materials.

## **13. LOCATION OF SHARPS**

13.1 The Contractor is required to collect any discarded sharps from the site in this Contract and to carry out safe disposal of discarded sharps with the aim of ensuring a safe environment free from drugs and injury.

13.2 The Contractor shall ensure that employees are adequately trained in handling sharps and drug-related litter and that all operations are carried out so as to minimise the risk of needle stick injuries.

13.3 The Contractor shall report all findings of drug related litter to The Council.

**14. COLLECTION AND DISPOSAL OF WASTE**

14.1 The Contractor shall make appropriate arrangements for disposal of all waste materials

## Public Toilets Cleaning Specification

### Note

This specification must be read in conjunction with the Contract Procedure Rules.

### Contract requirements

#### Daily (364 days a year, excluding Christmas Day)

1. Unlock the male, female & disabled WCs at 8.00am and close them at 6.00pm
2. Clean the male, female & disabled WCs either prior to opening or after closing
3. Clean the interior of all WC pans with toilet brush & chemicals
4. Clean all flush buttons with germicidal detergent
5. Clean all doors (both sides) with germicidal detergent, rinse off and damp wipe, to include fastenings
6. Wipe the surface and underside of all toilet seats and the rim and outside of all bowls, using chemicals
7. Sweep all floors to remove loose debris
8. Wash down the male urinals using water and chemicals
9. Wash all floors with water and appropriate chemicals, using squeegee to direct water down drainholes in the floors to leave them as dry as possible
10. Clean, using appropriate chemicals, the Wallgate units, inside and out, and wall surface
11. Inspect and check the operation of all flushes
12. Inspect and check the operation of the hand washer/drier units, refilling with soap where necessary
13. Wipe down all horizontal surfaces
14. Empty garbage bins where installed and dispose
15. Check all light fittings fully working
16. Replenish toilet rolls where necessary
17. Report any problems or defects listed above (or any other) to Town Hall immediately

**Weekly**

1. Dust and get rid of any cobwebs from the ceiling and light fittings
2. Polish mirrors

**Quarterly**

1. Deep clean to include cleaning the tiles and grouting, and cleaning the windows inside and out

**Consumables**

1. Provide all consumables to include, but not exhaustively, cleaning chemicals, toilet rolls to fit the dispensers, bin bags (hand soap will be obtained direct from Wallgate)