



Contract between
Ebbfleet Development Corporation
and
ECMS Services Ltd

Contract Number: EDC_5119_0155
Contract Title: M&E for The Observatory

Terms and Conditions for the Purchase of Goods and Services

Supplier	ECMS SERVICES LTD whose company number is 06194579 and registered office is The Cottage Hartley Bottom Road, Hartley, Longfield, Kent, DA3 8LF.
Commencement Date	1 st May 2025
Duration	For two years to 31 st April 2027, subject to earlier termination under Clause 16 of the Terms for the Supply of Goods and Services
Summary Description of the Goods and/or Services, any Service Levels and timescales for performance	Mechanical and Electrical Services (M&E) at The Observatory, Castle Hill Drive, Ebbsfleet, DA10 1EE <i>[See Appendix 2 for further details.]</i>
Deliverables (if any)	PPM and reactive M&E services for The Observatory
Goods and/or Services	In accordance with the Specification set out at Appendix 2
Goods and/or Services Delivery Date	PPM services to be carried out weekly. Reactive works to be as and when required.
Goods and/or Services Delivery Location	The Observatory, Castle Hill Drive, Ebbsfleet, DA10 1EE
Goods and/or Services Warranty Period	Any goods supplied under this agreement will have a warranty period of 6 months, starting the day the goods are delivered. During the Warranty Period the supplier shall either; a) Repair or replace any defective goods b) Refund the purchase price of the defective goods The Service Provider warrants that all services performed under this Agreement shall be free from defects for a period of (3 months) from the date of completion (the "Warranty Period").
Goods and/or Services Liquidated Damages	5% per cent of the price of the Services for each week's delay in delivery by way of liquidated damages, up to a maximum of 100% per cent of the total price of the Services
Charges and Payment Terms	When issuing any invoice to Ebbsfleet, the Supplier must:- <ul style="list-style-type: none"> • Quote the EDC Purchase Order on the invoice • Send the invoice by email to: [REDACTED] • Invoices to be raised monthly in arrears
Liability Limits	Ebbsfleet: 100% of the Charges paid and payable under this Contract Supplier: £5 million per any single event or series of connected events

Insurance	Employers Liability insurance: limit of at least £5 million per claim/occurrence Public and Products Liability insurance: limit of at least £5 million per claim/occurrence and at least £5 million in the annual aggregate for Products liability
Termination Activities (if any)	Removal of any supplier equipment from the premises within termination period.
Notice Provisions – Contact Details	Ebbsfleet: [REDACTED], The Observatory, Castle Hill Drive, Ebbsfleet, DA10 1EE ECMS: [REDACTED], The Cottage Hartley Bottom Road, Hartley, Longfield, Kent, DA3 8LF.
Appendices	Appendix 1 – Terms for the Supply of Goods and Services Appendix 2 – Goods / Services Specification

We acknowledge and agree that this term sheet and the attached appendices form the contract between us for the supply of the above Goods and Services ("**Contract**"). We each agree to be bound by this Contract, even if the Goods and/or Services are provided without signing this Contract.

[REDACTED]

For and on behalf of **EBBSFLEET DEVELOPMENT CORPORATION**

Name: [REDACTED]

Position: [REDACTED]

Date: 06/05/2025

[REDACTED]

For and on behalf of **ECMS SERVICES LTD**

Name: [REDACTED]

Position: [REDACTED]

Date: 02/05/2025

APPENDIX 1 - TERMS FOR THE SUPPLY OF GOODS AND SERVICES

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Terms:-

"Agreement"	means these terms, together with the Term Sheet and any appendices referred to in the Term Sheet;
"Applicable Law"	means all applicable laws, legislation, statutory instruments, regulations and codes from time to time in force;
"Bribery Laws"	means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable United Kingdom laws, legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent laws in any other relevant jurisdiction;
"Business Day"	any day other than a Saturday, a Sunday or a bank or public holiday in England;
"Charges"	means the charges payable by Ebbsfleet for the supply of the Goods and Services as set out in the Term Sheet;
"Commencement Date"	means the date set out in the Term Sheet;
"Data Protection Laws"	means all legislation and regulatory requirements in force from time to time in the UK relating to the processing of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018, (ii) the UK GDPR, (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), and (iv) any successor UK legislation, as well as the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory

"Deliverables"	authority and applicable to a Party; means all documents, products and materials developed by the Supplier or its representatives in performing the Services, in any form or media;
"Ebbsfleet"	means EBBSFLEET DEVELOPMENT CORPORATION an urban development corporation established by the Ebbsfleet Development Corporation (Area and Constitution) Order 2015 whose office is at The Observatory, Castle Hill Drive, Castle Hill, Ebbsfleet, Kent, DA10 1EE
"Ebbsfleet Materials"	means any material, data or other information owned by Ebbsfleet and provided to the Supplier either pursuant to the Agreement or prior to the Commencement Date;
"Ebbsfleet Policies"	means the policies of Ebbsfleet which relate to the performance of the Agreement from time to time;
"Environmental Information Regulations"	means the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and repealing Directive

"Greenhouse Gases (GHGs)"	95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016; means the natural and anthropogenic gases which trap thermal radiation in the earth's atmosphere and are specified in Annex A to the Kyoto Protocol to the United Nations Framework Convention on Climate Change (UNFCCC), as may be amended from time to time, each expressed as a total in units of carbon dioxide equivalent (CO ₂ e);		case whether registered or unregistered and including any applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, the foregoing and all similar or equivalent rights which subsist or will subsist now or in the future anywhere in the world;
"Goods Delivery Date"	means the delivery date set out in the Term Sheet;	"Liquidated Damages"	means liquidated damages payable for late delivery as set out in the Term Sheet (if any);
"Goods Delivery Location"	means the delivery location set out in the Term Sheet;	"MSA"	means the Modern Slavery Act 2015 and/or any similar or equivalent Applicable Law in any other relevant jurisdiction;
"Goods Specification"	means the specification for the Goods set out at Appendix 2 to the Term Sheet, including any related designs, plans and drawings;	"MSA Offence"	has the meaning given in Clause 11.1;
"Goods"	means the goods set out in the Term Sheet;	"Net Zero Target"	means the goal of achieving by 2030 a balance between a party's emissions and removals of GHGs aligned with the three goals set out in Articles 2.1 and 4.1 of the UNFCCC's Paris Agreement;
"Group"	means any company which is for the time being a subsidiary or the holding company of a Party, and any subsidiary of such holding company, "subsidiary" and "holding company" both being as defined in section 1159 of the Companies Act 2006;	"Party"	means each of Ebbsfleet and the Supplier (and together, Ebbsfleet and the Supplier are the "Parties");
"Information"	has the meaning given under section 84 of the FOIA;	"Regulator"	means any court, governmental body or regulatory or supervisory authority having authority over all or any part of the Goods or Services being provided under the Agreement, Ebbsfleet or any member of Ebbsfleet's Group;
"Intellectual Property Rights"	means copyright and related rights, patents, trademarks, service marks, business names and domain names, design rights, rights in get-up, goodwill and the right to sue for passing off, database rights, semiconductor typography rights, trade secrets, rights to use and protect the confidentiality of confidential information (including know-how) and all other intellectual property rights, in each	"Reporting Standard"	means: (a) in relation to Scope 1, 2 and 3 Emissions of organisations and supply chains, The Greenhouse Gas Protocol: A Corporate Accounting and Reporting Standard, Revised Edition 2015 (including the Scope 2 Guidance and Scope 3 Supplement), as updated from time to time; and (b) in relation to the Scope 1, 2 and 3 Emissions of

	projects, product and services, the GHG Protocol Product Life Cycle Accounting and Reporting Standard, as updated from time to time; or	1.3	If there is any conflict or inconsistency between the documents forming the Agreement, the documents shall have priority in the following order:-
	(c) such other standard as agreed by the parties from time to time in writing;		1.3.1 the Term Sheet;
			1.3.2 these Terms for the Supply of Goods and Services; and
			1.3.3 any other Appendix.
		2.	SUPPLY OF SERVICES
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "request" shall apply);	2.1	The Supplier shall, from the Commencement Date and for the duration of the Agreement, provide the Services in accordance with the Agreement.
"Scope 1, 2 and 3 Emissions"	means the three classifications of emissions of GHGs in the Reporting Standard;	2.2	The Supplier shall meet any performance dates for the Services specified in the Term Sheet and time for performance of the Services by the Supplier is of the essence.
"Services"	means the services set out in the Term Sheet;	2.3	In providing the Services, the Supplier shall:-
"Supplier"	means the supplier identified in the Term Sheet;	2.3.1	co-operate with Ebbsfleet and comply with all instructions of Ebbsfleet;
"Supplier Personnel"	means all employees, officers, staff, other workers, agents and consultants of the Supplier or the Supplier's Group and any of their subcontractors who are engaged in the supply of the Goods and/or Services from time to time;	2.3.2	perform the Services with reasonable care and skill in accordance with generally recognised commercial practices and standards in the industry for similar services;
		2.3.3	use personnel who are suitably skilled and experienced to perform tasks assigned to them;
		2.3.4	ensure that the Services and Deliverables conform with all descriptions and specifications set out in the Term Sheet and are fit for any purpose made known by Ebbsfleet;
		2.3.5	provide all equipment, tools and vehicles and such other items as are required to provide the Services;
"Term Sheet"	means the term sheet to which these terms for the supply of Goods and Services are appended and which sets out the project specific details; and	2.3.6	obtain and at all times maintain all necessary licences and consents to provide the Services, and comply with all Applicable Laws;
"Total Emissions"	means the sum of the Supplier's Scope 1, 2 and 3 Emissions, in each case arising out of the performance of its obligations under this Agreement during the relevant Reporting Period;	2.3.7	comply with all Ebbsfleet Policies, health and safety rules and regulations and any other security requirements which are notified to it by Ebbsfleet; and
"Warranty Period"	means the warranty period set out in the Term Sheet.	2.3.8	hold all Ebbsfleet Materials in safe custody at its own risk, maintain the Ebbsfleet Materials in good condition until returned to Ebbsfleet, and not dispose or use the Ebbsfleet Materials other than in accordance with Ebbsfleet's written instructions or authorisation.
1.2	Any reference to any statute, instrument, directive or statutory provision shall be construed as a reference to the same as from time to time amended, modified, replaced or re-enacted.	2.4	Title in all Deliverables shall pass to Ebbsfleet as and when paid for or delivered (whichever is earlier) save that risk in Deliverables which are being installed as part of the Services shall pass as and when the Deliverables are installed (where relevant) and/or under Ebbsfleet's control.

2.5	The Supplier warrants that the Deliverables shall, for a period of 3 months after they have been put into service/been used in the performance of the Services (whichever is later) conform in all respects with the agreed specification and the Agreement, be free from defects in materials and workmanship and also be fit for the Ebbsfleet purpose made known to the Supplier.	3.2.3	be free from defects in design, materials and workmanship and remain so for the Warranty Period; and
2.6	The Supplier warrants and represents on an ongoing basis that:-	3.2.4	comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
2.6.1	the Services will be performed in such a way as not to cause any fault or malfunction in any systems or software of Ebbsfleet and so as not to cause any interruption to the business processes of Ebbsfleet (other than any agreed and unavoidable interruption which is required in order to perform the Services in accordance with the Agreement);	3.3	The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement in respect of the Goods.
2.6.2	it will not introduce any viruses onto Ebbsfleet's systems while performing the Services; and	3.4	Ebbsfleet shall have the right to inspect and test the Goods at any time before delivery.
2.6.3	if any software is being provided to Ebbsfleet as part of the Services, that:-	3.5	If following such inspection or testing Ebbsfleet considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Clause 3.1, Ebbsfleet shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
	(a) the software and the media on which it is delivered will be free from viruses and other malicious code;	3.6	Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Agreement, and Ebbsfleet shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
	(b) the media on which the software is delivered will be free from defects; and	4.	DELIVERY OF GOODS
	(c) it has not included or used any open source software or any libraries or code licensed from time to time under the General Public Licence (as those terms are defined by the Open Source Initiative or the Free Software Foundation) or anything similar in, or in the development of, the software, nor does the software operate in such a way that is it compiled with or linked to any of the foregoing.	4.1	The Supplier shall ensure that:-
3.	SUPPLY OF GOODS	4.1.1	the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and
3.1	The Supplier shall supply the Goods to Ebbsfleet in accordance with the Agreement.	4.1.2	each delivery of the Goods is accompanied by a delivery note which shows the date Ebbsfleet placed the order, the order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
3.2	The Supplier shall ensure that the Goods:-	4.2	The Supplier shall deliver the Goods:-
3.2.1	correspond with their description and any applicable Goods Specification;	4.2.1	on the Goods Delivery Date and time shall be of the essence in this regard;
3.2.2	be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier and/or made known to the Supplier by Ebbsfleet, expressly or by implication, and in this respect Ebbsfleet relies on the Supplier's skill and judgment;	4.2.2	to the Goods Delivery Location, or such other location as instructed by Ebbsfleet before delivery; and
		4.2.3	during Ebbsfleet's normal hours of business on a Business Day, or as instructed by Ebbsfleet,
		4.3	Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Goods Delivery Location.

- 4.4 The Supplier shall not deliver the Goods in instalments without Ebbsfleet's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Ebbsfleet to the remedies set out in Clause 5.1.
- 4.5 Title and risk in the Goods shall pass to Ebbsfleet on completion of delivery.
5. **EBBSFLEET REMEDIES**
- 5.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date and/or in accordance with the Agreement, Ebbsfleet shall, without limiting its other rights or remedies, have one or more of the following rights:-
- 5.1.1 to terminate the Agreement with immediate effect by giving written notice to the Supplier and without liability to the Supplier;
- 5.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- 5.1.3 to recover from the Supplier any costs incurred by Ebbsfleet in obtaining substitute goods and/or services from a third party;
- 5.1.4 where Ebbsfleet has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and
- 5.1.5 to be indemnified for any additional costs, loss or expenses incurred by Ebbsfleet which are in any way attributable to the Supplier's failure to meet such dates or otherwise comply with the Agreement.
- 5.2 Without prejudice to Clause 5.1, if the Goods are not delivered by the Goods Delivery Date, Ebbsfleet may, at its option, claim or deduct Liquidated Damages.
- 5.3 If the Supplier has delivered Goods that do not comply with the undertakings set out in Clause 3, then, without limiting its other rights or remedies, Ebbsfleet shall have one or more of the following rights, whether or not it has accepted the Goods:-
- 5.3.1 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- 5.3.2 to terminate the Agreement with immediate effect by giving written notice to the Supplier;
- 5.3.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- 5.3.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- 5.3.5 to recover from the Supplier any expenditure incurred by Ebbsfleet in obtaining substitute goods from a third party; and
- 5.3.6 to be indemnified for any additional costs, loss or expenses incurred by Ebbsfleet arising from the Supplier's failure to supply Goods in accordance with Clause 3.
- 5.4 The Agreement shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 5.5 Ebbsfleet's rights under the Agreement are in addition to its rights and remedies implied by statute and common law.
6. **EBBSFLEET'S OBLIGATIONS**
- Ebbsfleet shall provide the Supplier with reasonable access at reasonable times to those premises required for the performance of the Services and such assistance and information as the Supplier may reasonably request and Ebbsfleet considers reasonably necessary for the purpose of providing the Services.
7. **CHARGES AND PAYMENT**
- 7.1 The Charges shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Goods and Services and shall be invoiced at the intervals set out in the Term Sheet. Each invoice shall include such supporting information required by Ebbsfleet to verify the accuracy of the invoice and comply with the invoicing requirements in the Term Sheet.
- 7.2 Unless stated otherwise in the Term Sheet, Ebbsfleet shall pay the undisputed invoiced amounts within 30 days of the date of an invoice properly raised in accordance any formalities set out in the Term Sheet.
- 7.3 If Ebbsfleet disputes any element of an invoice issued by the Supplier, the Supplier shall issue a credit note for that invoice and raise a revised invoice for the undisputed element. Ebbsfleet shall pay the revised invoice in accordance with the Agreement.
- 7.4 If Ebbsfleet fails to pay any undisputed amount due under the Agreement (other than due to a bona fide dispute as to payment), the Supplier shall have the right to charge interest on the overdue amount at the rate of 2% per cent per annum above the Bank of England base rate from time to time, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 7.5 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow Ebbsfleet to inspect such records at all reasonable times on request for the term of the

Agreement and six (6) years after its termination or expiry.

8. **INTELLECTUAL PROPERTY RIGHTS**

8.1 In respect of the Goods and the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to Ebbsfleet, it will have full and unrestricted rights to sell and transfer all such items to Ebbsfleet.

8.2 The Supplier assigns (by way of both present and future rights) to Ebbsfleet, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in the output of the Services (including any Deliverables) in each case with effect from their creation.

8.3 If the Supplier needs to use any of the Intellectual Property Rights assigned to Ebbsfleet in the performance of the Agreement and/or which belong to Ebbsfleet, Ebbsfleet grants to the Supplier a non-exclusive, non-transferable, royalty free and revocable licence to use such Intellectual Property Rights solely in order to perform the Agreement. Any licence granted under this Clause shall automatically terminate when the Agreement terminates/expires.

8.4 The Supplier shall procure irrevocable waivers of any moral rights in the output of the Services (including the Deliverables) to which any individual is now, or may be at any future time, entitled.

8.5 If in performing the Agreement the Supplier uses any Intellectual Property Rights owned by itself or a third party (other than Ebbsfleet), the Supplier shall grant to Ebbsfleet or shall procure for it a perpetual, non-exclusive, royalty free, transferable licence to use, develop, support or maintain such Intellectual Property Rights in order to enable Ebbsfleet to secure the full benefit of the Goods and the Services and the rights assigned to it under this Clause. This shall include for the completion and use of the output of the Services and the Goods for the purposes of providing services to its clients.

8.6 The Supplier shall indemnify and keep Ebbsfleet indemnified from and against any and all losses, costs, expenses, claims and other liabilities incurred by Ebbsfleet as a result of any claim that the use by Ebbsfleet of the Goods, Deliverables, the Services and/or Intellectual Property Rights for which the Supplier has secured or granted a licence in accordance with this Clause, infringes the rights of a third party.

8.7 Any use of the name and/or logo of Ebbsfleet is subject to the prior written consent of Ebbsfleet and compliance with the relevant Ebbsfleet guidelines.

8.8 All Ebbsfleet Materials are the exclusive property of Ebbsfleet.

9. **DATA PROTECTION**

9.1 For the purpose of this Clause 9, "**Controller**", "**Process**", "**Processing**", and "**Personal Data**"

shall have the meanings given to them in the Data Protection Laws.

9.2 Each Party shall Process the other Party's contact data (in its capacity as a Controller) in order to (as appropriate): (a) administer and discharge its obligations under this Agreement; (b) compile, dispatch and manage the payment of invoices relating to this Agreement; (c) manage this Agreement and resolve any disputes relating to it; (d) respond and/or raise general queries relating to this Agreement; and (e) comply with their respective obligations.

9.3 Each Party shall Process the other Party's contact data for the purposes set out in Clause 9.2 in accordance with that Party's relevant privacy policy. Each Party may be required to share the other party's contact data referred to in Clause 9.2 with its affiliates and other relevant parties, within or outside the country of origin, in order to carry out the activities specified in Clause 9.2, but in doing so, each Party will ensure that the sharing and use of the contact data complies with the applicable Data Protection Laws.

9.4 Save as set out in Clauses 9.2 and 9.3 the Parties do not envisage that they will Process any Personal Data for or on behalf of the other, under or in connection with this Agreement. Where and to the extent that in undertaking the obligations set out in this Agreement, either Party anticipates that the other will process any Personal Data for and on its behalf, it shall notify the other and the parties shall agree a variation to this Agreement to incorporate appropriate provisions in accordance with Article 28 of the GDPR, or as otherwise required by the Data Protection Laws. In the event such amendments are not able to be agreed, the Parties acknowledge and agree that no further Processing of the Personal Data under this Agreement will be carried out until such variation has been agreed and executed.

10. **CONFIDENTIALITY AND FREEDOM OF INFORMATION**

10.1 Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party or its Group, unless permitted by Clause 10.2. No Party shall use any other Party's confidential information for any purpose other than to perform the Agreement.

10.2 Each Party may disclose the other Party's confidential information:-

10.2.1 to its employees, officers, representatives or advisers who need to know such information to carry out the Party's obligations under the Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this Clause 10; and

10.2.2	as may be required by law, court order or any governmental or regulatory authority.		alleged MSA Offence or prosecution under the MSA; and
10.3	The Supplier shall only use data supplied to it by or on behalf of Ebbsfleet for the purposes of performing the Agreement and shall not alter or delete it without Ebbsfleet's consent. The Supplier shall comply with any IT and data security requirements notified to it by Ebbsfleet from time to time.	11.1.2	it will comply with the MSA.
10.4	The Supplier shall indemnify and keep Ebbsfleet indemnified from and against any and all losses, costs, expenses, claims and other liabilities incurred by Ebbsfleet as a result of any breach of Clause 10.3 by the Supplier.	11.2	Any breach by the Supplier of this Clause 11 will constitute a material breach which is incapable of remedy and Ebbsfleet will have the right to terminate the Contract immediately in accordance with Clause 16.
10.5	The Supplier shall, at any time on the request of Ebbsfleet, return all confidential information and/or data to Ebbsfleet and/or permanently delete the same (where possible) from its systems, including any back up copies.	12.	ANTI-BRIBERY
10.6	The Supplier shall notify Ebbsfleet within 48 hours of receiving a Request for Information.	12.1	Both Parties shall comply with all Bribery Law. Neither Party shall place the other in breach of the Bribery Law.
10.7	As soon as reasonably practicable and in any event within 5 Working Days of a request from Ebbsfleet, the Supplier shall provide all necessary assistance and cooperation as reasonably requested by Ebbsfleet to enable Ebbsfleet to comply with its obligations under the FOIA and Environmental Information Regulation.	12.2	Both Parties shall maintain in place throughout the term of the Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Bribery Law, and will enforce them where appropriate. Where requested, both Parties shall promptly answer reasonable enquiries relating to those policies and procedures.
10.8	The Supplier acknowledges that Ebbsfleet may be required under the FOIA and Environmental Information Regulations to disclose Information without consulting or obtaining consent from the Supplier. Ebbsfleet shall take reasonable steps to notify the Supplier of a Request for Information to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Authority shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations.	12.3	The Supplier shall promptly report to Ebbsfleet any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Agreement.
11.	MODERN SLAVERY	12.4	The Supplier shall ensure that any of the Supplier Personnel who perform Services or provide Goods in connection with the Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Clause (" Applicable Bribery Terms "). The Supplier shall be responsible for the observance and performance by the Supplier Personnel of the Applicable Bribery Terms, and shall be directly liable to Ebbsfleet for any breach by such persons of any of the Applicable Bribery Terms.
11.1	The Supplier undertakes, warrants and represents that:	12.5	Breach of this Clause shall be deemed a material breach and not capable of remedy.
11.1.1	neither it nor any of the Supplier Personnel:	12.6	For the purpose of this Clause, the defined terms shall have the meaning under the Bribery Law. In the event of any conflict or inconsistency between the Bribery Act 2010 and other Bribery Laws, the Bribery Act 2010 shall prevail.
	(a) have committed an offence under the MSA (an " MSA Offence "); or	12.7	In order to determine the Supplier's compliance with this Clause, Ebbsfleet shall have the right to inspect the Supplier's records such as travel and entertainment expenses and other disbursements incurred on behalf of Ebbsfleet or in the course of delivering the Services or providing the Goods.
	(b) have been notified that they are subject to an investigation relating to an alleged MSA Offence or prosecution under the MSA; or	12.8	Any breach by the Supplier of this Clause 11 will constitute a material breach which is incapable of remedy and Ebbsfleet will have the right to terminate the Contract immediately in accordance with Clause 16.
	(c) are aware of any circumstances within their supply chain that could give rise to an investigation relating to an	13.	ANTI TAX EVASION FACILITATION
		13.1	The Supplier will ensure that it will not by any act or omission commit, or cause, facilitate or contribute to the commission by any person of a

- Corporate Failure to Prevent Offence, a UK Tax Evasion Offence, or a Foreign Tax Evasion Offence as each of those terms (and "associated with") is defined in: (i) Part 3 of the Criminal Finances Act 2017 or any similar or equivalent Applicable Law in any other relevant jurisdiction, and (ii) and guidance published under the same.
- 13.2 The Supplier warrants and represents that neither itself, nor to the best of its knowledge, information and belief, the Supplier Personnel have:
- 13.2.1 been investigated in connection with, or charged with having committed or facilitated the commission of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence;
- 13.2.2 received any court orders, warrants, oral or written notices from a government prosecuting authority concerning any actual or alleged violation by itself or the Supplier Personnel of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence; or
- 13.2.3 received any report or discovered any evidence suggesting that itself or the Supplier Personnel committed or facilitated the commission of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence.
- 13.3 For the purpose of this Clause 13 "UK Tax Evasion Offence" and "Foreign Tax Evasion Offence" have the definitions given to them in (i) Part 3 of the Criminal Finances Act 2017 or any similar or equivalent Applicable Law in any other relevant jurisdiction, and (ii) and guidance published under the same; and "Corporate Failure to Prevent Offence" means an offence under section 45 and/or section 46 of CFA 2017 and any other Applicable Laws in relation to preventing the facilitation of tax evasion.
- 13.4 The Supplier will immediately notify Ebbsfleet as soon as it becomes aware of a breach or possible breach of any of the requirements in this Clause 13.
- 13.5 Any breach by the Supplier of this Clause 13 will constitute a material breach which is incapable of remedy and Ebbsfleet will have the right to terminate the Contract immediately in accordance with Clause 16.
14. **CLIMATE CHANGE**
- 14.1 The Supplier acknowledges and understands Ebbsfleet's and UK Government's Net Zero Target.
- 14.2 The Supplier shall perform the Services in such a manner as to reduce the Total Emissions as soon as reasonably possible in order to contribute to efforts to limit global temperature increase to 1.5 degrees Celsius above pre-industrial levels.
15. **LIABILITY**
- 15.1 Nothing in the Agreement shall limit or exclude the liability of either Party for:-
- 15.1.1 death or personal injury resulting from its negligence;
- 15.1.2 fraud or fraudulent misrepresentation;
- 15.1.3 any indemnities within the Agreement;
- 15.1.4 breach of any obligations of confidentiality owed to the other Party;
- 15.1.5 breach of any obligations under Clause 11; and/or
- 15.1.6 the deliberate default or wilful misconduct of that Party.
- 15.2 Subject to Clause 15.1:-
- 15.2.1 neither Party shall be liable, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any special, indirect or consequential damage or loss arising in connection with the Agreement; and
- 15.2.2 each Party's liability is limited to the amounts set out in the Term Sheet.
- 15.3 The Supplier shall take out and maintain the insurance policies detailed in the Term Sheet along with any other insurances required by any Applicable Law from time to time to a minimum amount as determined by Ebbsfleet from time to time. The Supplier shall provide evidence that it has done the same and paid all premiums as and when requested by Ebbsfleet.
16. **TERMINATION**
- 16.1 Without limiting its other right or remedies, Ebbsfleet may terminate the Agreement:-
- 16.1.1 in respect of the supply of Services, by giving the Supplier not less than seven (7) days' notice in writing, unless stated otherwise in the Term Sheet; and
- 16.1.2 in respect of the supply of Goods, in whole or in part at any time before delivery with immediate effect by giving written notice to the Supplier. If Ebbsfleet invokes its right under this Clause 16.1.2 it shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination (provided such costs are evidenced to the satisfaction of Ebbsfleet), but such termination shall not include loss of anticipated profits or any consequential loss.
- 16.2 In any of the circumstances in the Agreement in which a Party may terminate the Agreement, that Party may terminate the Agreement solely in respect of the Goods, or the Services, and the Agreement shall continue in respect of the remaining supply.
- 16.3 Either party may immediately terminate the Agreement without payment of compensation or other damages caused to the other solely by such termination by giving notice in writing to the

Supplier if any one or more of the following events happens:-

- 16.3.1 the other commits a material breach of any of its obligations under the Agreement which is incapable of remedy; or
- 16.3.2 the other fails to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under the Agreement after having been required in writing to remedy or desist from such breach within a period of 30 days.

16.4 Ebbsfleet shall be entitled to terminate the Agreement immediately by written notice to the Supplier if:-

- 16.4.1 the Supplier is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
- 16.4.2 the Supplier becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
- 16.4.3 becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;
- 16.4.4 becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
- 16.4.5 the Supplier calls a meeting for the purpose of passing a resolution to wind itself up, or such a resolution is passed;
- 16.4.6 the Supplier presents, or has presented, a petition for a winding up order;
- 16.4.7 an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Supplier;
- 16.4.8 the Supplier makes any voluntary arrangement with its creditors or becomes subject to an administration order;
- 16.4.9 the Supplier has an administrator appointed in respect of it or is subject of an application for an administration filed at any court or a notice of intention to appoint an administrator given to any person;
- 16.4.10 the Supplier goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and in such manner that the company resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on that other party under the Agreement);
- 16.4.11 the Supplier ceases, or threatens to cease, to carry on business; or
- 16.4.12 the Supplier suffers or undergoes any procedure analogous to any of those specified in Clause 16.4.1 to 16.4.11 (inclusive) above or any other procedure

available in the country in which the Supplier is constituted, established or domiciled;

- 16.4.13 takes any steps in anticipation of, or has no realistic prospect of avoiding, any event or procedure specified in Clause 16.4.1 to 16.4.12;
- 16.4.14 the Supplier is the subject of any change of control (as defined in section 1124 of the Corporation Taxes Act 2010);
- 16.4.15 the Supplier ceases to hold any required Regulator authorisation or the benefit of any licences, approvals, permissions, authorisations or consents necessary for it to comply with its obligations under the Agreement are suspended, revoked or cancelled; or
- 16.4.16 the Supplier (or any of its sub-contractors) does anything which in the opinion of Ebbsfleet is likely to damage its reputation and goodwill.

17. CONSEQUENCES OF TERMINATION

17.1 On termination of the Agreement for any reason, the Supplier shall comply with any specific termination activities identified in the Term Sheet and, in any event, immediately deliver to Ebbsfleet or destroy (on the instruction of Ebbsfleet):-

- 17.1.1 any and all Ebbsfleet Materials;
- 17.1.2 all copies of confidential information and data provided by or on behalf of Ebbsfleet for the Agreement; and
- 17.1.3 all information, data and specifications, programs (including source codes) and other documentation comprised in the Deliverables and existing at the date of such termination, whether or not then complete. All Intellectual Property Rights in such materials shall automatically pass to Ebbsfleet (to the extent that they have not already done so under the other terms of the Agreement).

17.2 On termination of the Agreement the Supplier shall deliver to Ebbsfleet any Goods which have been ordered by Ebbsfleet prior to termination but not yet delivered.

17.3 Ebbsfleet shall immediately pay all outstanding invoices of the Supplier in accordance with the terms of this Agreement.

17.4 If any Charges have been paid in advance for Goods and/or Services not provided by the Supplier as at the termination date, the Supplier shall promptly repay to Ebbsfleet all such monies.

17.5 The Supplier shall provide access to Ebbsfleet and any replacement supplier for up to 12 months after the expiry or termination of the Agreement to such information relating to the Agreement as remains in the Supplier's possession or control and such members of the Supplier's team as have been involved in the performance of the

- Agreement and who are still employed by the Supplier. This assistance shall be provided free of charge if the Agreement is terminated under Clause 17.5 or 17.6 and, in all other cases, at fees to be agreed by the Parties.
- 17.6 On any termination or expiry of the Agreement the accrued rights and liabilities of the Parties as at termination, and all Clauses which are expressly or by implication to survive termination or expiry, shall survive and continue.
18. **GENERAL**
- 18.1 Neither Party shall be liable for any delay or failure in performing its obligations under the Agreement as a result of reasons beyond its reasonable control provided that it informs the other Party as soon as possible of the event and takes all reasonable steps to resume performance of its obligations as soon as possible and to mitigate the effects of the unforeseen event.
- 18.2 Neither Party may assign, novate, transfer or subcontract any of its rights, benefits or obligations under the Agreement without the prior written consent of the other Party, provided that Ebbsfleet may assign, novate, transfer or subcontract its rights and obligations under the Agreement to another member of its Group.
- 18.3 Failure to exercise, or any delay in exercising, any right or remedy under the Agreement, or at law or equity, shall not be a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 18.4 If any provision of the Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal and enforceable.
- 18.5 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, make any party the agent of another Party, nor authorise any Party to enter into commitments for or on behalf of the other Party.
- 18.6 Each Party shall (at its own expense) promptly execute and deliver all such documents, and do all such things, and/or procure the execution and delivery of all documents and doing of all such things as required to give effect to the Agreement and the transactions contemplated by it.
- 18.7 A notice required to be given under the Agreement shall be in writing and shall be:-
- 18.7.1 delivered personally; or
- 18.7.2 sent by pre-paid first class post or recorded delivery; or
- 18.7.3 sent by commercial courier;
- to the Party required to receive the notice at its address set out in the Term Sheet marked for the attention of the persons set out in the Term Sheet.
- 18.8 A notice shall be deemed duly received: (i) if delivered personally, when left at the address and for the contact referred to in Clause 18.8; or (ii) if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; or (iii) if delivered by commercial courier, on the date and at the time the courier's delivery receipt is signed.
- 18.9 The Supplier acknowledges that Ebbsfleet may appoint an auditor during the term of the Agreement and for 12 months thereafter on reasonable notice to conduct periodic audits (such periods to be determined by Ebbsfleet) of the Supplier's total provision of Goods and/or Services.
- 18.10 The Agreement is the entire agreement between the Parties, superseding all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to the subject matter.
- 18.11 A variation of the Agreement shall not be effective unless in writing and signed by both Parties (and their authorised representatives).
- 18.12 Only the Parties shall have any rights under or in connection with the Agreement.
- 18.13 This Agreement and any issues or dispute arising out of or in connection with it (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statutory regulation or otherwise) shall be construed in accordance with English law and the Parties hereby submit to the exclusive jurisdiction of the English Courts.

Contract Rates :

PPM & COMPLIANCE

Item	Quantity	Unit Price	VAT	Total
PPM - Compliance & Maintenance Visit - 4 Hours				
PPM - Fire Alarm Test (Weekly)				

ELECTRICAL

Item	Quantity	Unit Price	VAT	Total
ELECTRIC CAR CHARGER -				
LIGHTS - EMERGENCY -				
PAT TEST -				

MECHANICAL

Item	Quantity	Unit Price	VAT	Total
BOOSTER SET -				
PRESSURISATION SYSTEM -				
BOILER - DHWS -				
GAS SOLENOID VALVE -				
TERMINAL UNIT - FAN COIL UNIT (2 OR 4 PIPE) -				
MAGNIFLO -				
CARRY OUT TEST AND INSPECTION OF THE RPZ VALVE -				

HVAC (FGAS)

Item	Quantity	Unit Price	VAT	Total
AC - SINGLE SPLIT SYSTEM -				
SPLIT AC SYSTEM -				
AC - SINGLE SPLIT SYSTEM -				
CHILLER - AIR COOLED -				

HEIGHT & SITE SAFETY EQUIPMENT

Item	Quantity	Unit Price	VAT	Total
FIXED HANDRAILS -				
FIXED LADDERS AND STAIRS -				
LIGHTING CONTROL SYSTEM -				
MAN SAFE -				
LIGHTING PROTECTION -				

DRAINAGE & SEWAGE

Item	Quantity	Unit Price	VAT	Total
KLARGESTER FOUL WATER PIT AND PUMP - (SERVICE ONLY)				
SURFACE WATER DRAINAGE -				
INTERNAL FOUL DRAINAGE -				

WATER TREATMENT

Item	Quantity	Unit Price	VAT	Total
BACKFLOW VALVE (PRZ VALVE) -				
TVC SAMPLING -				
COLD WATER STORAGE TANK -				
CLOSED LOOP SYSTEM LTHW / CHW -				

FIRE & SECURITY

Item	Quantity	Unit Price	VAT	Total
INTRUDER ALARM -				
FIRE EXTINGUISHERS -				
CCTV SYSTEM (8 KNOWN CAMERAS) -				
SURGE PROTECTION SYSTEM -				
INTERCOM -				
FIRE ALARM SYSTEM -				
ELECTRIC GATES -				
ACCESS CONTROL SYSTEM -				
VESDA FIRE DETECTION SYSTEM -				

Sub-Total ex VAT

VAT @ 20 %

Total inc VAT

Appendix 2: Services Specification

General

The operation, maintenance & servicing, and repair of the Assets and the “Engineering Systems” which comprise all Mechanical, Electrical, Fire, Fabric and Public Health installations, plant and equipment serving the Property shall be carried out in strict accordance with Statute, Regulations, Approved Code of Practice, the manufacturer’s guidelines, regime set by Client’s Property Risk Assessment requirements, the relevant British Standards, B&ES (Building and Engineering Services Association) Standard Maintenance Specification for Building Services (SFG20) or any revised version that may be issued in the future and all other applicable standards, or where enhancement to a maintenance regime is detailed within this performance specification.

Frequencies of maintenance shall be in accordance with Statutory Requirements, manufacturers’ guidelines, if there is any conflict or contradiction between these documents statutory requirements take precedence followed by manufacturers’ guidelines. Due regard will be placed on the manufacturer’s recommendations, especially where there are warranty implications.

Checks on the Engineering Systems, plant rooms and compounds, general lighting and the replacement of failed lamps will be made by agreed frequencies with the Property Manager or at a minimum of once per week. The Service Provider shall provide a specific regime and documentation to assist the maintenance personnel in carrying out these checks for the Property.

The Service Provider shall complete accurate maintenance records, certification, reports, warranties and alike. All maintenance records and reports should be freely available upon request. Any reports, certificates and alike should be submitted within a timely manner that is agreed with the Property Manager. The information will be provided in a format agreed with the Property Manager. All information shall be the property of the Property Manager.

It is a requirement that all work undertaken is documented to provide a historical record of the maintenance undertaken. The Service Provider shall maintain documentation to record the maintenance work, emergency work or extra services undertaken on the items of plant covered by this contract. All records are the property of the Property Manager.

The Service Provider shall employ experienced qualified staff to undertake the maintenance processes. The Service Provider will make themselves fully conversant with the design conditions and operational set up of the systems involved. The Service Provider will be responsible for ensuring that the building conditions are maintained through the process of preventative maintenance and/or emergency maintenance.

The Service Provider shall provide an emergency call out service; this shall operate 365 days a year, 24 hours a day. The Service Provider shall provide a response time immediately; from initial call out to attendance on Site will be within the stated period. The Service Provider shall advise of all relevant contact numbers and will include an Organisation Chart.

The Service Provider shall act as liaison for maintenance purposes with the Authorities responsible for the utility services (e.g. gas, water, electricity, drainage, remote data connections to Engineering Systems) entering or leaving the site and protection of such services within the boundaries of the site. Where required, the Service Provider shall treat these Authorities as they would a Sub-contractor.

The Service Provider shall provide attendance to carry out all necessary enabling works to allow the Client’s Insurance Company to carry out inspections on Engineering Systems. The Service Provider shall advise the Property Manager of any components requiring replacement/testing under any relevant regulations during the maintenance of Engineering Systems.

Operational responsibility

The Service Provider will be responsible for providing location specific risk assessments for planned and reactive tasks. Areas such as plant rooms and switch rooms shall also be risk assessed.

Documented reviews of those Risk Assessments are to be undertaken at least every 12 months or where there has been a significant change to profile of the space or activity. The Service Provider must ensure

these areas to be safe and free from hazards. The plant rooms, switch rooms, risers and alike; must always be kept secure.

Sub-contractors must be managed directly by the Service Provider. All health and safety documentation related to the Sub-contractor shall be kept by the Service Provider for the duration of the Contract. This includes any enabling works by the Service Provider for the Sub-contractors' work activities. All worksheets and certification shall also be retained by the Service Provider, records must be kept on the Property.

The Service Provider will complete and support meter reading duties on site. Where meter readings are manually taken on a regular basis, the Service Provider will offer data in a usable format to the Property Manager and should include trended data. The Service Provider should review anomalies within the data and work with the Property Manager expediently to resolve.

The Service Provider shall ensure a quality control process is implemented for review of documentation submitted to the Property Manager. Documentation and certification should be deemed suitable and satisfactory for issue to the Property Manager.

The Service Provider shall ensure suitable management and expertise is present for meetings, audits and alike. This includes annual power shutdowns, integrated systems testing (IST) or works complex in nature.

The Service Provider shall ensure adequate review of workmanship is completed on Planned Preventative Maintenance (PPM) tasks. This review should be completed for a range of PPM tasks with a range of the engineering staff on the Property. All inspections of workmanship shall be documented. Where deficiencies are found, the Service Provider will ensure reactive measures are taken to remediate the deficiencies and suitable measures are taken to reduce likelihood of reoccurrence.

Health and Safety management

The Service Provider shall comply with all Enactments, Statute, Regulation, Approved Code of Practice (ACoP), Health and Safety Guidance (HSG), British Standard (including European Norm) (BS) and industry best practice to safeguard the Property, members of the public, members of staff within the Property and any liabilities.

The Service Provider shall ensure an up to date Health and Safety Policy is present and available on the Property. Any safety rules associated to systems or high-risk working must also be kept on the Property. The latest versions of these documents shall be issued to the Property Manager. The Service Provider shall ensure all staff working on the Property are familiar with the safety rules.

The Service Provider shall utilise a safe system of works, that include site induction, risk assessment/s, method statement, ingress/egress routes, loading assessments, permits to work, authorisation to access, safe operating procedures, emergency operating procedures or alike to manage the safety of their works on the Property.

Suitable provisions and management procedures should be in place to protect persons and the Property from harm and/or damage so far as practicable.

The Service Provider is responsible for ensure all employees working on the Property, including Sub-contractors, are competent persons for the tasks they are responsible for completing.

All works related to health and safety compliance shall be documented and certified within 48 hours of inspection unless otherwise agreed. Any remedial works required for compliance purposes must be detailed with a proposal for remediation as soon as reasonably practicable.

Quality management

The Service Provider shall produce a Quality Plan during the initial mobilisation period. The Quality Plan shall fully describe the specific procedures, resources, and activities required to be undertaken by the Service Provider to operate and manage the Contract requirements for the duration of the Contract period, on and off the Property. It must be designed to facilitate monitoring by the Property Manager and any appointed Consultant. The Quality Plan shall include provisions and procedures under the appropriate headings.

The Service Provider shall allocate to a senior member of their staff the responsibility and resources necessary for ensuring that the Quality Plan is effective, their authority for the responsibility shall be independent of site management functions. The Service Provider shall provide details and duties of the personnel to be involved, and of any independent inspecting authorities which the Service Provider proposes to employ.

Review: The Quality Plan shall be reviewed by the Service Provider, Property Manager and any associated Consultant on a regular basis, or when there is a change within the Service Provider's organisation. The maximum time between each review will be no longer than 12 months.

Documentation and record keeping: The Service Provider shall establish and maintain clear Asset schedules, and complete written procedures for each quality plan activity. The Service Provider shall list those controls, inspections and tests for which they propose to maintain records to substantiate compliance with the specified requirements including work carried out on or off site, work carried out by Sub-contractors, Manufacturers, suppliers and any independent inspecting authorities.

The Service Provider shall provide an annualised PPM plan for all Property Assets. All Assets listed shall include manufacturer, model, serial number, date of manufacture, date of installation, location of asset. Any PPM regime that is beyond 12 months in frequency shall be detailed separately with planned date provided for the task. PPM tasks shall note in hours and out of hours requirements. All Statutory and compliance tasks shall also be identified.

The Service Provider shall detail their Water Treatment Management regime. This must include any control parameters and must align with any associated Water Risk Assessment. Records must be held for duration of the Contract.

The Service Provider shall detail their Fire and Life Safety Management regime. This must include any control parameters and must align with any associated Fire Risk Assessment and any other Life Safety Risk Assessment conducted by the Property Manager. Records must be held for duration of the Contract.

The Service Provider shall detail their F-Gas Management regime. This must include Asset details and any control parameters such as equipment charge, method of leak checks/inspections and any re-charge of systems. All waste management including disposal of refrigerant. Records must be held for duration of the Contract.

All records which indicate that material or workmanship on any part of the works does not comply with the specified requirements shall be submitted within 48 hours of discovery together with the Service Providers proposals for rectification.

All records shall be retained on site and made available for examination. All site records whether held in hard copy or electronically remain the intellectual property of the Property Manager.

Details should be held on contracted consumables including minimum stock levels. This should include make and type etc.

Sub-contractors contracted details including call out rates, response, times, insurance details and risk assessments and method statements (RAMS).

The Service Provider shall detail frequency of Contract review meetings with the Property Manager. This shall include agreed reporting format.

The Service Provider shall document Plant room standards and record all remedial works to bring Plant rooms to standards as detailed within this specification.

The Service Provider shall provide a statement on the Property staffing resource and contingency for the Property cover both planned and unplanned. No agency personnel are to be used without prior consent.

The Service Provider shall establish a written procedure for PPMs and reactive works, details on allocation to staff or Sub-contractor, detail suitable completion of works, and review of works. This shall include the

medium of documentation in paper logs and/or on CAFM. This should be inclusive of all Sub-contractors and it should detail all health and safety requirements such as a safe means of working.

The Service Provider shall write a procedure on utility meter readings including those that need to be manually read or can be obtained via an Automatic Reading System. The Service Provider will review the reading sheet to ensure that the readings are taken correctly and detail trending by agreed frequency.

The Service Provider shall provide an Organisation Chart for their business. Contact details for each person on the Organisation Chart shall be detailed and specific to allow for direct contact.

An inventory and inspection log of the contracted requirements such as hand tools, hand lamps, transformers, battery drills, power tools, hoses, vacuum cleaners, brushes, ladders, trestles, desk climbers, specialist access plant, PPE and any other equipment necessary to carry out the contract. Equipment testing, inspection and calibration shall be detailed within a planner and records kept for duration of the Contract. The equipment shall be provided and owned by the Service Provider unless otherwise stated and/or agreed with the Property Manager.

The Service Provider shall keep all O&M record drawings and maintenance manuals up to date and kept on Property including those held electronically. Any alterations to the systems or their operating mode shall be properly recorded and maintained for inspection.

The Service Provider shall detail audit procedures to meet requirements of the Management of Health and Safety Regulation. Audits shall be conducted regularly and shared with the Property Manager. The audit must take place at minimum once per year.

The Service Provider will ensure that all waste removed complies with WEE Regulations and is disposed of responsibly. Record keeping should be available for duration of the Contract.

The Service Provider shall maintain a register of high-risk areas on the Property including Confined Spaces, High Voltage, Fuel installations and any other areas of high-risk. Appropriate hazard assessments should be completed for each specific area.

The Service Provider shall detail shutdown and re-start procedures for Electrical Systems, Cooling Towers and all high-risk Engineering Systems.

The Service Provider will provide a 'Risk Register' for any Asset or Engineering System with fault, or failure, or obsolescence, or notice of impairment or alike.

Equipment: The Service Provider will ensure all recommended materials, plant and prefabricated items shall be agreed with the Property Manager. Cost control of the supplies shall be such as to ensure the most competitive price is attained.

The Service Provider shall be responsible for providing and maintaining, at the Service Provider's expense, all requirements such as hand tools (including test equipment), hand lamps, transformers, hoses, vacuum cleaners, ladders, specialist access equipment (for regular maintenance), power tools, trestles, PPE and any other equipment necessary to carry out the Contract, including all consumable spares.

The Service Provider shall particularly safeguard and take all necessary precautions against damage by fire or explosion where the execution of the work may involve the presence of flame or spark.

Petroleum products and other inflammable or vaporising liquids, gases, solids or hazardous chemicals shall only be used in accordance with The Highly Flammable Liquids and Liquefied Petroleum Gases Regulation.

All materials and prefabricated items shall be obtained from suppliers and manufacturers who have been assessed by an independent certification authority accredited by the National Accreditation Council for certification bodies and where possible B.S.I. Certified and CE marked.

Health and Safety: The Service Provider shall provide copy of their Health and Safety Policy. Any other relevant Policy shall also be shared.

The Service Provider shall undertake, as a minimum, an annual review of all generic and specific risk assessments and method statements for scheduled PPM work to maintain the agreed Quality Plan as an up-to-date document.

The Service Provider will risk assess all Plant rooms and post a copy of Hazard/Risk Assessment within the Plant room. The Risk Assessment shall be reviewed every 12 months.

The Service Provider shall be responsible for implementing and administering safety systems such as authorisation access and permits to work for their works and their Sub-contractors on the Property Manager.

Workmanship: All work performed under this Contract will be executed by the Service Provider's personnel (including Sub-contractors) under their supervision and management procedures. The Service Provider will ensure a suitable and competent person inspects, reviews and audits workmanship at point of work.

Control of Sub-contractors: The Quality Plan shall include for all works executed by their Sub-contractors. The Service Provider shall ensure that any Sub-contractor operates the necessary procedures and controls. This includes PPE, Site Induction and safe systems of work process.

Appropriate risk assessments and method statements must be produced for all works carried out by Sub-contractors to the same detail and standard as if being executed by the Service Provider.

The Service Provider shall detail methods of control of Sub-contractors, including regular inspection of works, use of safe working systems and review. All permits shall be closed at the point of work.

Performance statement: The Service Provider shall detail the call out procedure and detail escalation procedure for call outs. The Service Provider is responsible for the call out of any Sub-contractor under their Contract. Contact details should be documented for all relevant parties.

The Service Provider shall detail their complaints procedure and contact details for any such escalation.

The Service Provider shall detail any Contract specific commitments made.

The Service Provider shall provide statement on adherence to the SLA/KPI, including examples of compliance.

The Service Provider shall state how Assets shall be operated to ensure efficient and economic energy utilisations. Where Assets fall outside of this statement, the Service Provider shall clarify details on resolution.

The Service Provider shall commit to good housekeeping in all Plant Rooms and ensure regular cleans are completed alongside the PPM regime. This shall extend to all risers, workshops, office areas and store areas. Where the cleanliness falls below the Property Managers expectation, the Service Provider shall ensure resource is deployed to clean the area to a suitable standard with an agreed time period or not longer than 7 days.

The Service Provider shall provide a statement on staff conduct. This shall include details on personal hygiene, uniform cleanliness, attitude, aptitude, competence, health, language, and equality.

Smoking shall be prohibited and conducted only with rest breaks.

The Service Provider shall provide an Environmental Emergency Plan.

The Service Provider shall provide a Medium Combustion Plant Operation Plan (where required).

The Service Provider shall ensure that all their staff and operatives respect the confidentiality of the Property Managers business and that they do not discuss any aspect of the Contract or the Property Manager's business with any other party.

The Service Provider shall not use its relationship with the Property Manager for any marketing or publicity purpose without the prior written consent of the Property Manager which may in its absolute discretion be withheld.

The Service Provider shall provide a monthly management report summarising all of the points in this scope of services above in the form of reporting progress in the last month and planning for the following period.

Environmental Management

Service Providers will be expected to produce an Environmental Management Plan within the mobilisation period which shall align with a recognised Environmental Standard such as ISO 14001 (2015 or latest version) or equivalent. The plan should include the following as a minimum:

- a) The Service Provider's senior management commitment to produce an Environmental Policy and the support organisation to ensure its compliance at all levels.
- b) Develop processes to identify, recommend and report upon environmental opportunities and risks for improvement specific to the Property. This will include annual objectives, targeted energy reduction, water usage efficiency and collate into an Environmental Action Plan for the Property. This should operate alongside the standard service charge budgeting process.
- c) Provision of appropriate resources to ensure competence and to educate personnel and raise awareness of the Environmental Action Plan, along with regular communication at all levels.
- d) Establish Emergency Operating Procedures and/or Environmental Disaster Recovery Plans for all activities which are likely to have an environmental impact. These are to include all the relevant information and training requirements to allow personnel to take immediate action to reduce environmental impact caused by the Property's engineering systems.
- e) The Environmental Action Plan shall be implemented and reviewed regularly, including any associated incidents. The review should take place every 90 days, and the frequency reviewed following a minimum of two review meetings. Each review should be documented. All changes, corrective actions and developments made to the Environmental Action Plan should be documented and revisions issued to the Property Manager.
- f) The Environmental Management Plan shall have a full review annually. The Service Provider shall present to the Property Manager section a) to e).

The following items should be incorporated within the Environmental Action Plan; **Sustainability, Energy saving and Waste Management.**

Sustainability Objective

Service Providers will be expected to promote sustained, inclusive and sustainable economic growth, full and productive employment and decent work for all. The Service Provider where practicable should align as best as possible to the UN Sustainable Development Goals (SDG) as a minimum and ensure these are monitored and reviewed in the Sustainability plan.

- a) The Service Provider's senior management commitment to a Sustainability Policy and to target specific goals within the UN SDG's.
- b) Programme for promoting good health and well-being whilst ensuring all staff are working in a harassment free environment.
- c) Programme to encourage staff to adopt preventive care and provide counselling services. Provide opportunities for health education and emphasise the need to understand mental health issues.
- d) Provide a positive work culture, that has clear vision and purpose, where employees are aware of their individual contribution.
- e) Provide a robust but flexible training and development plan for all staff that give them access to improve their skill sets and develop new ones.
- f) Ensure gender equality is practiced and for reducing inequalities in the workplace is implemented.
- g) Ensure responsible consumption of water and energy, and ensure all energy uses/ reductions are recorded. Ensure services maintained are done in an energy efficient manner which minimises harmful or detrimental impact on the environment. Promote/reward innovations for these reductions to aid the transition towards low-carbon and green economics.

- h) Promote just, peaceful and an inclusive work base society.
- i) Develop a 'Corporate Social Responsibility' Plan and share with operatives to encourage active participation.
- j) The plan shall have regular reviews set at 90 days. The plan shall be presented to the Property Manager annually. The Service Provider shall present to the Property Manager.

Energy Management Objectives

Service Providers will be expected to produce an Energy Optimisation Management Plan within the mobilisation period which shall align with a recognised Energy Management Standard such as ISO 50001 (2018 or latest version) or equivalent. The plan should include the following as a minimum:

- a) The Service Provider's senior management commitment to produce a responsible Energy Policy. There shall be a commitment for targeted energy regression.
- b) The Service Provider shall collect, review energy data and trend energy data. Data should be compared to HVAC operations, lighting controls, BMS control and any other associated automatic control system.
- c) Develop processes to address all energy reduction, optimisation opportunities and improvement specific to the Property. This will include annual objectives, targeted energy reduction and produce an Optimisation Action Plan for the Property. It is strongly advised that this includes review boiler efficiencies, TM44 survey, thermographic surveys, BMS control strategy and any harmonic data (where available).
- d) Provision of suitable resources to ensure competence to educate personnel and raise awareness of the Optimisation Action Plan, along with regular communication at all levels.
- e) Establish Controls Change Request process for monitoring changes made to control operations and when operations are returned to normal. This shall log changes where requirements are outside of the normal working operation such as requests to run Assets or Engineering Systems outside of normal hours, as example.
- f) The Optimisation Action Plan shall be implemented and reviewed regularly, including any associated incidents. The review should take place every 90 days, and the frequency reviewed following a minimum of two review meetings. Each review should be documented. All changes, corrective actions and developments made to the Optimisation Action Plan should be documented and revisions issued to the Property Manager.
- g) The Energy Management Plan shall have a full review annually. The Service Provider shall present to the Property Manager section a) to f).

Waste Management

The Service Provider shall ensure all waste is disposed of responsibly and in line with Environmental Protection Act. All waste disposal shall provide suitable full documentation from removal from site to disposal facility. The Service Provider shall promote the Waste Hierarchy to improve rates of reuse and recycling and reduce waste to landfill.

Any waste stored on site must be agreed with the Property Manager. Consumable materials purchased for the Property are deemed to be waste of the Service Provider. The Service Provider is also responsible for waste generated by their works.

All hazardous waste, including asbestos, shall be disposed of appropriately by approved Hazard Waste Removal Sub-contractors and fully documented.

The Service Provider shall identify waste streams generated from their works on the Property and ensure robust procedures are in place to not contaminate waste streams. Each waste stream shall be reviewed for reuse, recycle or suitable disposal.

The Service Provider shall provide and maintain a Property Waste Record for all waste streams and include the following details for hazardous waste; Identification of the waste, Quantity of the waste,

Classification of the waste, Destination, Disposal method (landfill, incineration, recycling etc.), Date of removal, Transferor, Transfer/consignment note number, Part E completion of consignment notes within 2 months of waste being removed.

All Property Waste Records should be kept in line with statutory requirements.

Contract Management

The Service Provider shall appoint suitably competence personnel to manage the Contract. It is also expected that the management will have a strong technical background and understanding of the Assets and Engineering Systems on the Property. The Service Provider management shall have strong communication skills and ensure responses are met in a timely manner.

The Service Provider will provide operation reports, in writing, at an agreed frequency with the Property Manager. These reports shall include compliance monitoring, PPM statics, Reactive work summary and repeat works, personnel issues, and details on prescribed objectives within the Contract. It is recommended that these reports take place monthly and are presented by the Service Provider.

The Service Provider shall implement a suitable monitoring and management regime to ensure compliance with the specified service levels and reporting requirements.

The Service Provider management team shall coordinate with internal teams to support the Contract. This shall include the Service Provider's; Health and Safety team, Human Resources team, Commercial team, Technical team and alike. It is expected that these teams form part of this Contract and are inclusive to the Contract value, as an ad hoc service.

The Service Provider management team shall ensure adequate planning at least one year in advance of compliance works that fall outside of this Contract. An example of such notification would be the requirement to complete EICR, TM44 or PRV replacement.

The Service Provider shall implement any procedures, additional to PPM, required under the terms of the Client's Warranties for installations, plant or equipment which are necessary in the interests of the Client, to maintain the benefits of the Client's Warranties.

Service Provider management teams are responsible for the planning and coordination of all Sub-contractors.

Service Provider management teams have a duty of care to monitor and manage their operatives works on the Property.

The Service Provider management team will respond to all complaints and grievances within 24 hours of notification. It is expected that investigation and findings will be shared with Property Management within one week of completion. The Service Provider shall also provide details of escalation to more senior managers, where appropriate.

The Service Provider management team are responsible for arranging audits and ensure rectification works are managed. It is expected that management teams will audit logbooks on the Property at least once per year.

The Service Provider management team are responsible for the PPM Labour Loading and adjustments to meet increased demand. They must also ensure compliance works are completed and certified in time.

The Service Provider shall provide a suitable level of clerical administration support for the Property.

The Service Provider shall provide all telephones, computers, printers, photocopiers and all associated office supplies and stationery and shall be responsible for all hire and maintenance costs, where facilities are not available on the Property. IT equipment supplied by the Property Management will be supported by the Property Manager.

The Service Provider shall be responsible for ensuring that their operatives are always contactable. It is anticipated that this will be best achieved through the provision of Property owned radios. The Service Provider shall be responsible for ensuring that the management team is always contactable, including outside of operational hours for urgent communications.

Management of labour

The Service Provider must employ 'competent person(s)' (adequate levels of training, qualification, skill, knowledge, good attitude, productivity, aptitude, and industry experience) for the Property.

The Service Provider should provide a detailed skills matrix of personnel either resident or at the Property during hours of operation. The Service Provider is responsible, at their cost, to ensure all operatives have suitable qualifications and ensure any updates, amendments or further training requirements are completed to allow operatives to complete works described within the Contract.

All Service Provider operatives are to have carried out a formal site induction and familiarisation process, with the records of inductions available for inspection.

The Service Provider is to ensure that all staff comply with all the security rules, safety requirements and rules relating to this site. Operatives must also be made familiar of Service Provider safety systems and safety rules.

The Service Provider shall appoint 'Authorised Persons' following assessment of operative competence and familiarisation to the Property.

The Service Provider shall provide an organisation chart indicating names/titles and duties of all personnel including Management and Supervisors acting to support the Contract.

All labour employed by the Service provider must be suitably trained and skilled in the class of work being undertaken (qualification shall meet National Vocational Qualification level 2, or equivalent). All personnel should be qualified to work in the UK.

The Service Provider shall complete regular scenario testing with their operative on site for essential Engineering Systems and Asset issues. The scenario must be notified to the Property Manager and shall not impact services on the Property.

Service Provider management shall ensure their workforce are productive and proactive. This includes monitoring times and efficiency of tasks being completed on the Property. The Service Provider shall demonstrate Labour Loading upon request. The Service Provider must ensure adequate Labour Loading for the contracted works.

All Service Provider operatives are appropriately dressed in an approved uniform adorned with only the Property approved Logo's and clear personnel identification. Uniform must be kept clean and tidy.

Enforcing authorities

The Service Provider shall comply with By-Laws, Building Regulations and other relevant Regulations, and all Enforcing Authorities; including Local Authorities, Health and Safety Executive, Environmental Health Officer, Public Health Officer, Utility providers, Fire Brigade, Police or alike.

The Service Provider shall immediately notify the Property Manager in the event of any Engineering System or Asset not meeting the requirements of an Enforcing Authority.

The Service Provider shall act as a 'Responsible Person' for Engineering Systems that they are contracted to work on. The Service Provider will ensure a suitable internal escalation procedure is in place.

The Service Provider shall ensure suitable representation is present where an Enforcing Authority gives advanced notification to inspect the Property.

Where a Notice is served, either Improvement or Prohibition, by any such Enforcing Authority; the Service Provider must take immediate action to regain compliance, The Property Manager shall not be made liable for damages caused by a Service Providers action or inaction, except whereby the Service Provider has made the Property Manager aware of the breach to an Enforcing Authorities Notice in advance of any inspection.

Property Management Assessments

The Service Provider shall undertake Risk Assessments, Reports, and Audits of the Property which will include Engineering Systems. The risk assessments, reports and audits must be shared with the Property Manager or their managing agent.

The Service Provider shall support all requests for information and collaborate with those appointed to complete such required works.

Assessments may include, but not limited to, Fire Risk Assessment, Water Hygiene Risk Assessment (to ACoP L8), Working at Height Risk Management Assessment, M&E Audit, Insurance audit/inspection, Due Diligence inspection or alike.

The Service Provider will review all assessments and store a record of the assessments for the duration of the contract period.

Where remedial actions are required, the Service Provider shall support these remedial works. The Service Provider shall ensure all works are logged within the CAFM system. The Service Provider will reference the unique job number from the CAFM system to each remedial action within the assessment.

Where a standard work routine has recommendation for modification, change or alteration; the Service Provider shall adopt this within their PPM routine and make note of the changes with reference to the assessment. The Service Provider may submit request for Variation Order if the requirements of the PPM increase or decrease.

Compliance to Property Manager's systems

Where a Property or Property Manager utilises a computerised Compliance Management System (CMS), the Service Provider will familiarise themselves with the system. The Service Provider shall support the management and upkeep of this system, in addition to any system used by the Service Provider directly.

The Service Provider shall provide requested documentation and reports to the Property Manager for upload to the CMS system. The Service Provider shall complete due diligence exercises on all documents submitted to ensure what is issued is completed and satisfactory for upload to the CMS system. All works associated with compliance to the CMS system due dates should be adhered to.

The Service Provider shall utilise the Property Manager's Authorisation for Access (Gatekeeper system or alike) system. The Service Provider shall complete relevant details requested for the Property Managers or others to support access to restricted areas or to complete works outside of this Contract. All works intrusive in nature must have supporting safety documentation such as RAMS. These RAMS must be assessed and shared with the Property Manager or managing agent before works are carried out.

Where the Service Provider utilises a mobile engineering resource or a Sub-contractor, the Service Provider shall submit a request via the Authorisation to Access system (Gatekeeper system or alike). Suitable documentation shall accompany all requests, and in by uploading safety documentation the Service Provider indemnify the safety documentation as practicable for the intended works. The Property Manager in approving Access to the Property shall be under no duty to manage the Service Provider or their Sub-contractors activities.

Where a Property or Property Manager utilises a Computer Aided Facility Management System (CAFM), the Service Provider will familiarise themselves with the system. The Service Provider shall support the management and upkeep of this system, in addition to any system used by the Service Provider directly.

The Service Provider is responsible for the correct upload of all PPM routines on to the CAFM system used on the Property. This shall include any changes to the Assets of the Engineering Systems. The Service Provider shall ensure all Asset schedules are up to date, every six months.

Where a Property utilises Asset tagging, the Service Provider shall fully support the tagging exercise and upkeep of the system throughout the contract term. The Property Manager shall support any material costs associated with Asset tagging.

If a Property does not utilise a CAFM system, the Service Provider shall utilise their own. All information stored for the Property is owned by the Property Manager. At the end of each year or upon termination of Contract, a full report shall be downloaded and issued to the Property Manager.

Insurance Inspection

The Service Provider shall provide attendance to carry out all necessary enabling works to allow the Client's Insurance Company to carry out inspections on Engineering Systems. The Service Provider shall advise the Property Manager of any components requiring replacement/testing under any relevant Regulations during the maintenance of Engineering Systems.

The Service Provider shall provide copies of all certification upon request from the Insurance Inspector.

Where safety valves (also known as 'pressure relief valves') are installed on Engineering Systems, the Service Provider shall display copies of safety valve certification local to the Asset. Any requirement to

change or test safety valves should be notified to the Property Manager 12 months in advance or at the earliest opportunity.

Contract Variation

The Service Provider will not alter the Contract conditions in any way during the Contract period, except with the written agreement of the Property Manager.

In the case of material change to this Contract or Assets or Engineering System, a fair and reasonable adjustment shall be made to the Contract price. Any request for a Contract variation will be submitted in writing from the Service Provider providing reasonable notice and detail with a proposal and will be subject to the Property Manager's agreement before implementation. Any Contract variation will be limited to the provision of services.

The Property Manager will require a written proposal from the Service Provider to be provided prior to any such variation to Contract taking effect.

Warranty

All works where replacement of component parts or replacement or addition to Assets of Engineering Systems shall have manufacturers' guarantee managed by the Service Provider for the duration defined in the Consumer Rights Act (2015 or latest version) (Sale of Goods Act). This term may extend past the date of termination.

The Service Provider shall provide copies of any warranty within job packs for associated works carried out on the Property, where required.

During periods of plant warranty period the Service Provider shall ensure that the manufacturer or installer's maintenance requirements necessary to maintain the warranty are met.

In the event of fault or failure of Engineering Systems under warranty from the Service Provider, then the Service Provider shall immediately notify the Property Manager and carry out repairs in a timely manner so as to minimise the effect of the fault on ongoing service availability.

In the event of fault or failure of Engineering Systems under the Client's (or Property Manager's) Warranty then the Service Provider shall immediately advise the Property Manager in writing of the nature of the fault, the timing/circumstances of its occurrence, and the impact on system operation.

Insurance Requirement

The Service Provider shall maintain appropriate levels of insurance in accordance with this Contract. It is the Service Providers responsibility to ensure insurance is suitable and adequate to meet the requirements of this Contract.

Mobilisation

The Service Provider shall ensure adequate resource of Labour, including Management, Administrators, Engineers and alike available to coordinate and complete the maintenance requirements for the Property.

The Service Provider shall ensure all required tools and equipment is available for Labour to complete tasks in line with the Contract for the Contract start date.

The Service Provider shall assess Labour for appointment for their safe systems of work and all system of high-risk. For example, the Service Provider shall make HV (High Voltage) Authorised Persons (AP) appointments where there is a HV system or network on the Property. All appointments shall be made within the mobilisation period. Until each appointment is finalised, the Service Provider must have adequate provision to cover the Property at no extra charge to the Property Manager.

The Service Provider shall share a mobilisation plan within one week of the Contract start date. The mobilisation plan shall detail all items detailed within this Contract to be completed during the mobilisation period and any other tasks specific to the Service Provider. The Service Provider shall detail key milestones and estimated dates for completion for each task. The Service Provider shall regularly update the Property Manager throughout the mobilisation period; the update should be no less than once per week.

The Service Provider must issue emergency call out information and contact details for the Contract start date.

During the mobilisation period the Service Provider shall arrange for the inspection of the Property to familiarise themselves, validate and update the asset information and prepare maintenance schedules. To commence with the Asset Validation process of all "as installed" Assets and identify and update the register with any missing information including Manufacturer, Model, Serial number, Asset condition and any other requested details by the Property Manager for each Asset. This information is to be issued to the Property Manager in both hard copy format and electronic format within the first four weeks of the Contract.

Any additional Asset to the Asset Register provider should be assessed for its maintenance requirement. The Service Provider shall complete a request for variation order on any additional Asset found within the Asset Validation process. This shall exclude 'sub-Assets', for example the Service Provider must consider a Pump would have local means of isolation.

A full and complete PPM Planner, including all new Assets found during the Asset Validation Process shall be submitted to the Property Manager a minimum of 5 working days before end of mobilisation period. The Property Manager shall be given adequate time to review and comment. Any Asset discovered after the Asset Validation process shall maintained by the Service Provider without variation to cost.

The CAFM system must be set up, in full, and operational a minimum of 5 working days before end of mobilisation period. Where NFC or another Asset tagging is required, this task must be completed in full by end of mobilisation period.

The Service Provider shall have comprehensive logbooks for the Property. The logbooks must be set up to allow compliance tasks to be logged within the first week of the Contract. Logbooks for other tasks or works not yet due for compliance shall then be set up by the end of the mobilisation period. Logbooks should be archived every 6 to 12 months. The Service Provider shall also electronically archive the logbooks either on the CAFM system or the Property's storage system.

The Service Provider shall review and archive the previously used logbooks. The archive method shall be electronic, and copies issued to the Property Manager.

The Service Provider shall review all existing compliance requirements and ensure all compliance works during the mobilisation period are maintained.

The Service Provider shall complete meter readings for the Property within the mobilisation period. Where the Property has an automatic meter reading system, the Service Provider shall validate physical meter reads. This task shall be recorded and shared with the Property Manager by end of the mobilisation period. Where the Property Manager utilises an online 'meter reading portal' for manual meter readings, the Service Provider will utilise this system and follow agreed instructions from the Property Manager.

The Service Provider shall complete a Condition Report of all Engineering Systems including any Asset where there is a concern over poor maintenance or likely failure. Any issues related to health and safety risk should also be detailed with the Condition Report. Any Asset where there is a risk of obsolescence shall be detailed within the Condition Report. It is expected that budget sums for reactive works, including options for the Asset, will be present within the Condition Report. Where the Contract is Comprehensive or Part-Comprehensive, the Service Provider must detail any omissions to this clause. The Condition Report shall be issued a minimum of 5 working days before end of mobilisation period.

The Service Provider shall review existing Safe Operating Procedures (SOP) and Emergency Operating Procedures (EOP) for the Property. The Service Provider shall complete new SOP and EOP for the Property by the end of the Mobilisation. Where the Service Provider finds a requirement to create new SOP or EOP, unless recommended under a compliance, the Service Provider shall complete these outside of the mobilisation period.

It is expected that the Service Provider shall complete Property specific Risk Assessments for tasks completed on site during the mobilisation period, or before a new task is commenced.

The Service Provider shall implement monthly reporting within the mobilisation period and shall then tailor the monthly report to suit the requirements of the Property and Property Manager.

Management

The Service Provider shall not display advertisements or branding on the Property nor permit advertisements to be displayed without the written authority of the Property Manager.

The Service Provider shall not impact the Property operations by their own internal actions or tasks.

The Service Provider shall ensure the Asset schedule is up to date and regularly maintained. Any and all changes in Assets must be updated.

The Service Provider shall manage all deliveries to the Property in line with security procedures on the Property. All materials and equipment must be suitably and safely stored.

The Service Provider shall complete regular archiving for information including logbooks. All logbook information shall also be made available electronically, with titles and dates included in the naming convention of the files.

The Service Provider shall compile a comprehensive report on a monthly basis at an agreed date on every occurrence. This report shall include, but not be limited to, a management summary of performance and activities in the last month and a look ahead to the following period. Details shall include staff issues, including training, sickness and planned holidays. Health & Safety incidents and/or near misses. PPM & Reactive call volumes of works and completion performance including details of any incomplete or Works in Progress. This detail is to be cumulative throughout the contract duration. A review of sub-contractor PPM and Reactive call visits including copies of all service reports. Costed proposals for any additional works found as being required from service visits or breakdowns/ reactive calls. A cumulative statutory maintenance status report will be required to take a prominent place in the report.

Accounting

The Service Provider is to ensure all invoices are accurate, refer to relevant instructions/order numbers, have appropriate supporting information and dated to date of issue to the Property Manager.

All invoices should be submitted to the Property Manager within 30 days of works being completed.

Where an invoice is in dispute, the Property Manager shall give notification and reasoning to the Service Provider within 30 days of the invoice being submitted. The Service Provider must evidence or amend invoices accordingly. Invoices not in dispute and submitted in excess of 90 days after completion of works may be subject to non-payment at the Property Manager's discretion.

The Service Provider shall share a statement of accounts on a monthly basis with the Property Manager.

Labour

The Service Provider shall employ all Labour. Agency Labour is prohibited, except in extreme circumstances and agreement sort by the Property Manager.

The Service Provider shall keep record of all staff attendance on the Property. This shall also include time spent.

The Service Provider shall be responsible for providing and maintaining all tools required to complete all Planned and Reactive work tasks. This includes hand tools (including test equipment), power tools, PPE, hand lamps, transformers, hoses, vacuum cleaners, ladders, trestles and any other equipment. Operatives shall ensure that they carry suitable hand tools on their person for minor works on the Property.

The Service Provider must employ 'competent person(s)' (adequate levels training, qualification, skill, knowledge, good attitude, productivity, aptitude, and industry experience) for the Property. Where there is a shortfall in training, the Service Provider shall upskill operatives wherever practical to do so. The Service Provider must regular assess competence in their workforce and ensure best in class service is being provided. Claims from the Service Provider for abortive work due to the inexperience of an operative to remedy a particular problem will not be accepted.

The Service Provider operatives must wear suitable PPE at all times.

Sub-contracted services

Sub-contractor shall adhere to the safe systems details within this Contract and the Service Providers own safety systems and rules. The Service Provider shall monitor and manage their Sub-contractors' workforce whilst on the Property.

All Sub-contractors must abide by all rules detailed in this Contract relating to conduct, appearance and competence whilst on the Property.

The Service Provider is responsible for checking all safety documentation, insurances and competencies of their Sub-contractor(s) that work on the Property. The Service Provider must keep copies of this documentation. Where the Service Provider is required to submit an Authorisation for Access request via the Property Management system or CMS, the Service Provider must complete a declaration of competence review for their Sub-contractors proposed works and safety documentation. Where no declaration is present, it will be assumed that the Service Provider is fully satisfied by their Sub-contractors competency.

It is expected that all Sub-contractors will complete a Property induction completed by the Service Provider. All safety systems such as permits must be completed at point of work. The Service Provider must inspect workmanship and cleanliness whilst completing any permit documentation.

Service Providers must ensure Sub-contractors complete a task sheet for each day or work effort.

This must detail time of arrival, time of departure, date of work, names of operatives, details of the task and must confirm safety of systems that they have worked on.

The Service Provider must ensure that the systems employed by the agreed Sub-contractors for the supply of goods, services and materials provide the Property Manager with best value for money, have control procedures and are available for inspection at all times by the Property Manager or their appointed representatives.

The Service Provider shall be fully responsible for the quality of work and the behaviour of their Sub-contractors. Where a Sub-contractor fails to complete a task or the workmanship falls below standard, the Service Provider is responsible for all remediation.

All Sub-contractor's response times for emergency works shall comply with details prescribed within this Contract. This includes response times.

The Service Provider must share all worksheets and certification produced by their Sub-contractor with the Property Manager. This information must be retained with the Sub-contractor for the duration of the Contract.

The Property Manager shall have the right to request alternative Sub-contractors where the Service Provider's appointed Sub-contractor falls below expectation. Any additional costs associated with the change of Sub-contractor shall be the liability of the Service Provider.

CAFM

The Service Provider shall ensure adequate and dedicated resource is available for operating the CAFM systems. The Service Provider shall provide training to the CAFM systems used on the Property. This shall include operatives, administrators and management.

Operatives must ensure reporting is thorough and details the works carried out. Operatives shall be aware not to defame personnel, occupiers, Property Managers, Assets or Engineering systems within their reports. Operative shall record time spent on each task and any materials used in completing the task.

Where 'proof of presence' systems are in place, as part of a CAFM system, the Service Provider shall ensure mobile devices issued to operatives have suitable technology to interface with the system. The Service Provider shall complete any PPM upload (for the year ahead) on an annual basis to the CAFM system. The PPM regime shall be reviewed by the Property Manager prior to uploading.

When Assets are changed or new Assets are installed, the Service Provider shall ensure PPM regime is applied and uploaded to the CAFM system.

All Asset schedules/registers must be shared with the Property Manager after each finalised revision.

Where the Property utilises Asset tagging for use on a CAFM system, the Service Provider shall manage and support the upkeep of this system.

All tasks relating to compliance should have suitable logbook entries uploaded to the CAFM system (if not already incorporated into the CAFM system). For example, if the Service Provider utilises a logbook document for monthly emergency lighting, this shall be scanned into the CAFM system.

Reactive works following PPM completion must be uploaded to the CAFM system by the Service Provider. Where possible, this shall be linked to the Asset or PPM task.

Where a Service Provider desires copies or statistics related to the CAFM for internal or external business use, the Service Provider shall seek written permission from the Property Manager for the information to be used or shared.

Where a Property utilises a Service Providers CAFM system, the information shall be owned by the Property Manager. The Service Provider must provide annual downloads to the Property Manager in a suitable and agreed format.

Logbook Management

All logbooks used by the Service Provider shall be the property of the Property Manager.

Dividers shall be used to section each logbook with suitable index for reference. All logbooks shall be kept neat, tidy, and well-formed.

Archiving of logbooks must have a register of all information archived. Archiving must all have electronic copies shared with the Property Manager.

Logbooks shall be regularly audited by the Service Provider with results shared with the Property Manager.

Planned Preventative Maintenance (PPM)

The Property Manager and the Service Provider will agree an annual PPM regime/standard work task. This section defines where works are required in addition to a standard work task.

The Service Provider shall incorporate safety access systems and fabric tasks within their Planned Preventative Maintenance regime. For example, this includes Assets such as fixed ladders, fixed gantry systems, eye bolts, man-safe systems, doors, fire doors, fixed fire proofing and alike.

The Service Provider, via their appointed Sub-contractor, shall issue BMS back up on electronic format following each service of the BMS (Building Management System). Where there has been a change to the 'Description of Operation' the BMS Sub-contractor shall update the revision and share as part of their Service report. The Service Provider shall undertake a regular review of all timeclocks and report anomalies. The Service Provider shall review all terminal unit setpoints and investigate those units where irregular setpoints are in use. These two reviews will be documented bi-annually.

Vertical soil and vent pipework (SVP) used for drainage systems (either foul water or combined systems) shall undergo annual clean and descale in accordance with SFG20 instruction sets 48-05, 48-07 & 88-25. The Service Provider must evidence with pre and post CCTV survey and pictorial report.

The Switch and Plant rooms, excluding riser cupboards shall be kept clean and tidy. The Service Provider shall ensure that Assets and Engineering Systems are not begrimed or layered with dust or contaminated. All lighting shall be functional and working. All containment shall be well kept with covers on, where required. All material fixings shall be in place. All indicator lamps shall be operational and working. Any damage to flooring shall be upkept and maintained by the Service Provider. Re-painting outside of the Contract shall only be accepted where damage is caused by others and is beyond repair. All plinths shall be painted in an alternative colour to identify trip hazards. All paint used shall be suitable for floors and be resistant to water.

All floor gulley drain covers shall be painted. All damaged insulation shall be repaired, unless renewal is required.

Closed water sampling shall be compliant with BS 8552 (to the latest version) and must include for bio-organism (bacterial) and chemistry of the water sample. The sampling regime shall be in line with BSRIA's BG29 and BG50 standard. Results of sampling shall be shared with the Property Manager's consultants, where required.

Emergency lighting automatic test systems shall need to be tested in line with BS5266 requirements. This needs to be recorded on the CAFM system and associated emergency lighting logbook.

The Service Provider shall plan and execute any required electrical shutdown works. The planning shall start a minimum of 6 months ahead of any complex switching operation. The planning must incorporate a thorough survey and agreement of all assets to be maintained during the electrical shutdown (5 months before the electrical shutdown workday).

Where integrated system testing (IST) is required, scenarios will be detailed in advance to functionally test the operation. The Service Provider will appoint an SAP for the site and complete all required safety programmes to enable switching operations, these safety programmes will be checked independently on site at point of works (1 month before the electrical shutdown workday).

The Service Provider shall complete pre-checks on all sub-main distribution systems identifying any defects requiring remediation during the work electrical shutdown. The pre-checks must incorporate all appropriate non-intrusive inspections to confirm circuits required for normal business operations. Post-checks will be completed to all sub-main distribution systems within 4 hours of the final switching operation.

The Service Provider must ensure adequate labour resource is in place for all works during the electrical shutdown, including contingency for unplanned events. The Service Provider shall have specialist Sub-Contractors in place for monitoring and any unplanned event relating to electrical infrastructure.

Where the minimum standards for the service are not achieved, as defined by KPI/SLA, then unless this is due to circumstances beyond the Service Provider's control, the Property Manager shall be entitled to a

service credit. The service credit shall be calculated at the rate of one-hundred pounds (sterling) for each normal occupation hour per Asset or part thereof in which the standard is not achieved and shall be deducted from the maintenance charges or any other sums due by the Property Manager to the Service Provider. The payment of service credits shall be without prejudice to the Clients rights under the contract.

Reactive Works

Reactive works will need to be agreed with the Property Manager or managing agent before works are carried out. The Service Provider must ensure that Value for Money (VfM) is achieved for all reactive works.

Reactive works shall incorporate all works to Engineering Systems and Property Assets, to remediate defects, improve services, optimise system operation or any changes made. Reactive maintenance is specific to works required following completion or during a PPM task.

Should the need arise to carry out reactive work on the Engineering Systems or Asset which cannot be incorporated into planned maintenance activities or where repairs will be delayed due to parts, exchange or Sub-contractor attendance; the Service Provider shall without delay bring this to the attention of the Property Manager. The Service Provider should assess impact to Property operations and confirm any deficiencies within the Engineering System and record all 'downtime'. Where this issue occurs on a life safety or critical system, the Service Provider shall also have proposal and estimated lead time for rectification.

The Service Provider shall not carry out reactive works where this would result in an adverse effect on either the quality or delivery of the planned maintenance works. If the Service Provider is instructed to undertake reactive works which would adversely affect planned maintenance, then the Service Provider shall provide any report and detail requirements necessary to overcome the shortfall.

All reactive works shall be logged on the CAFM system. Appropriate priorities shall be detailed in relation to compliance, critical services and/or operational defect. The Service Provider shall respond to all reactive call within 'response time' and provide effective feedback by 'completion time'. All reactive works completed by the Service Provider shall have detailed notes for closing out the task.

Reactive works shall meet the following response and completion times. The Priority Classification will be determined by the Property Manager or managing agent.

Priority classification	Response time	Completion time	Communications	Detail
P1	Within 0.25 hour of call	Within 4 hours of the call	Logged on the CAFM System.	In hours emergency reactive works.

P2	Within 2 hours of call	Within 4 hours of the call	Logged on the CAFM System.	Out of hours emergency reactive works.
P3	Within 4 hours of call	Within 8 hours of the call	Logged on the CAFM System.	High priority work, usually within working hours*.

P4	Within 8 hours of call	Within 24 hours of the call (1 day)	Logged on the CAFM System.	Medium priority work, usually within working hours*.
P5	Within 24 hours of call (1 day)	Within 48 hours of the call (2 days)	Logged on the CAFM System.	Lower priority work, usually within working hours*.
P6	Within 168 hours of call (7 days)	Within 192 hours of the call (8 days)	Logged on the CAFM System.	Planned or requiring parts to work, usually within working hours*.
P7	Within 8 hours of call	Completion time by fixed date	Logged on the CAFM System.	For planned reactive works to be completed by fixed date.

(* Works may be logged during working hours, but all other times fall out of hours where applicable. Clocks do not stop at a close of business point. The Service Provider should seek to confirm times out of hours requiring additional costs with the Property Manager or to manage requests for extension to the time allowed).

Where 'Completion times' are due to be over the requirement, the Service Provider shall request further time to complete the works. This shall be with good reasoning and supporting information. The Service Provider is responsible for seeking all permissions to extend.

The Service Provider shall seek agreement with the Property Manager for reactive costs.

Reactive cost invoices should be submitted within 30 days of completion of the reactive works.

Emergency works (and call out)

The Service Provider shall provide an emergency call out service; this shall operate 365 days a year, 24 hours a day. The Service Provider shall provide an immediate response; from initial call out to attendance to the Property will be within 2 hours, outside of operational hours. The Service Provider shall advise of all relevant contact numbers and will include a family tree.

The Service Provider shall provide an immediate response to P1 Reactive works during operational hours. The maximum permissible time for attendance shall be 1 hour. The Service Provider shall advise of all relevant contact numbers and will include a family tree.

The Service Provider Sub-contractors shall provide an emergency call out service; this shall operate 365 days a year, 24 hours a day. The Service Provider shall provide an immediate response where Sub-contractors are required; from notification to attendance to the Property will be within 4 hours. The Service Provider shall make all arrangements for Sub-contractors and inform the Property Manager of any arrangements made.

In the event of the Service Provider failing to attend site within the period aforesaid, the Property Manager shall be fully entitled to employ another Service Provider to perform the necessary remedial works and for such purpose may use any equipment or property of the Service Provider, and the Service Provider is responsible for costs, workmanship, performance as if the contractor had carried out the work themselves.

Workmanship

All work performed under this Contract shall be to the highest standard. Any work deemed to be sub-standard shall be rectified at the Service Provider's own expense. The Property Manager reserves the right,

at no expense to Property Manager, to employ a different Service Provider to carry out any remedial work if the Property Manager is dissatisfied with the performance of the Service Provider.

The Property Manager has the right to approve the identity of the Service Provider's personnel and to enforce the removal of any of them should they, in the reasonable opinion of the Property Manager, misconduct themselves or otherwise prove unsatisfactory. This shall not be deemed a substantial reason for dismissal.

The Service Provider shall resolve any defects or issues of workmanship identified by the Property Manager within two weeks of the Property Manager's inspection and immediately thereafter re-present the corrected works to the Property Manager for final acceptance.

In the event of the Service Provider failing to attend site within the 2 week period, the Property Manager shall be fully entitled to employ another Service Provider to perform the necessary remedial works and for such purpose may use any equipment or property of the Service Provider, and the Service Provider is responsible for costs, workmanship, performance as if the Service Provider had carried out the work himself.

Workmanship shall extend to the Service Providers reporting and cleanliness on the Property. It is expected that the Service Provider shall maintain Engineering Systems and Assets in accordance with the Contract and ensure that the workmanship of their employees is best in class.

Housekeeping

The Service Provider is expected to carry out his work in a clean and orderly manner and to remove all rubbish and surplus matter to a central point, agreed with the Property Manager.

The Service Provider shall assure that the following tasks are carried out; day-to-day security and housekeeping of plant rooms, risers, storage and other associated areas, including removal and safe disposal of rubbish, redundant materials and equipment, and the cleaning of surfaces.

The Service Provider shall proactively clean Assets, plant rooms and store areas under their control.

The Service Provider is responsible for the general housekeeping of all plant areas; this includes painting of floors and plinths with a suitable covering. Where paint is worn or damaged, the Service Provider shall also make good.

Tools and sundries

The Service Provider shall be responsible for providing and maintaining all tools required to complete all Planned and Reactive work tasks. This includes hand tools (including test equipment), power tools, brushes, PPE, hand lamps, transformers, hoses, vacuum cleaners, ladders, trestles and any other equipment.

The Service Provider shall regularly inspect tools. Where tools are found to be defective, the Service Provider shall replace the tool to an equal or greater standard. All tools shall be deemed safe to use by the Service Provider.

The Service Provider's operatives should carry appropriate tools on their person to complete day-to-day work activities during operational hours on the Property. The Service Provider should aim to provide ergonomic tool bags to all operatives.

Test equipment and meters shall be calibrated annually and/or in line with manufacturer's recommendations. Current and in date certification of testing and calibration is to be retained on file and kept on the premises and available for inspection.

Cleaning products and other sundries detailed within this Contract should be freely available to the Service Provider's personnel. Operatives should carry suitable cleaning products and sundries on their person for day-to-day work activities. All cleaning products should be environmentally friendly as far as reasonably

practicable. Up to date COSHH product information should be maintained on site for all items used and available for inspection. Items are to be stored in an appropriate cabinet.

Other sundries provided by the Service Provider shall include brushes, coverings, drill bits, blades, saw blades, adhesive sprays, insulation tape, foil tape, rags, lubricants, and alike.

The Service Provider shall be provided with suited keys for the Property, by the Property Manager. It is the responsibility of the Service Provider to ensure keys are suitably maintained and secure. In the event keys are lost or stolen, the Service Provider must report to the Property Manager. If security is compromised, the Service Provider shall be liable for damages to remedy the deficiency.

Where specialist tools are required for works considered out of the ordinary, the Service Provider shall provide a proposal for specialist tools. If procured, these items shall remain under the ownership of the Property and shall not be removed by the Service provider upon cessation of the contract.

Consumables and stock

The Service Provider will provide all consumable items for the equipment detailed below.

The following list is the expected consumable items to be included, however the Service Provider will confirm the extent of inclusion within any tender returned:

- Lubricating oils
- Greases
- Sealants
- Adhesive
- Degreaser
- Cleaning chemicals
- Rags and brushes
- Anti-corrosion paints (for exterior use)
- Fixings: - nuts, bolts, washers, screws etc.
- Switches, relays, contactors
- Fuses, RCD's and MCB's
- Terminal blocks
- Cable ties
- Gromets and fuse blanks
- Insulation tape
- Indicator lamps
- Lamps and tubes
- Batteries for portable equipment
- Batteries for BMS and Equipment Controller Memories
- Sensors
- Distilled water and electrolyte for batteries
- Gaskets
- Sealant tape
- Insulation for repair and foil tape
- Valve packings and washers
- Any tools required
- Belts and vee-belts
- Filters and filter media
- Refrigeration gas for topping up purposes
- Water treatment chemicals and chemical for dosing
- Salt for base exchange equipment
- Chemicals for use in any programme to control the bacterium Legionella Pneumophila
- Anti-freeze for top up
- Generator start batteries.
- Dipslides
- Stationery
- Files, paper, data storage devices etc.
- Drill bits, blades, saw blades etc.

These items and materials shall, where applicable, all be provided and used by the Service Provider at no extra charge to the Property Manager for the duration of the contract agreement.

The consumable items listed above will be replaced in accordance with the work schedules and manufacturers recommendations. The Service Provider will provide adequate spare equipment to ensure that the facilities operation is not interrupted for longer than necessary. Where spare equipment is utilised in emergencies or to rectify potential failures, the Service Provider shall procure the replacement from the relevant manufacturer.

Other reactive or ad-hoc consumables (e.g light bulbs) the Service Provider will replace when any defects are noted. These replacements can be charged to the Property Manager or managing agent on an ad-hoc basis. The Service Provider must ensure that Value for Money (VfM) is achieved for all reactive or ad-hoc consumables.

Reporting of incidents and deficiencies

The Service Provider will immediately notify the Property Manager of the occurrence of any incident at the Property requiring the help or attention of the Police, Fire, Ambulance or other emergency service. Within 24 hours of the incident or as soon as physically possible after such incident he will provide the Employer with full written details of the incident.

Serious incidents or deficiencies, defined as those that could have a detrimental effect on either health and safety or the Property's business support systems, shall be reported to Property Manager immediately upon discovery, with full details of the incident provided, in writing, within 24 hours.

All incidents or accidents, whether trivial or serious, must be reported in accordance with the Reporting of Incidents, Diseases & Dangerous Occurrences Regulations 2013 (RIDDOR) to the Service Provider's Health and Safety Manager. Copies of reports shall be forwarded to the Property Manager. All incidents or accidents must be investigated with copies of report forwarded to the Property Manager.

The Service Provider will bring to the Property Manager's attention all activities, instances and practices involving a single operative working in a medium & high-risk environment and on medium or high-risk activities. The Service Provider will risk assess such activity and implement suitable procedures to reduce the risk of accidents.

Excluded Activities

The following activities have been excluded from the scope of this contract. However, a site visit will be held to review each activity, which may result in their inclusion into the scope of this contract. If, following the site visit, it is decided that 1, or more, of the below listed services are required, then a modification will be made to amend the contract value to reflect the increase in the scope of the contract.

UNDERFLOOR HEATING
ACCESS CONTROL SYSTEM
CCTV SYSTEM (8 KNOWN CAMERAS)
ELECTRIC GATES
INTERCOM
INTRUDER ALARM

Schedule 1: Specific Requirements

Property description

The Property name is: The Observatory

The Property address is: Castle Hill Drive, Ebbsfleet, DA10 1EE

Property operational hours

The Property operational hours are 0700-1900, Monday to Friday, except for UK public holidays.

Schedule 2: Service Level Agreements and Key Performance Indicators

The Service Provider will be performance measured against set service level agreements. Service Level Agreements (SLA) will apply to all aspects of the works and shall provide the Service Provider's performance levels being achieved.

At the regular contract review meetings with the Service Provider, compliance with the Service Level Agreements will be reviewed. Findings from the meetings shall be used in updating or modifying the Service Provider's performance and competence.

Heading	Detail	Target
PPM	PPM completion status, quarterly Red/Amber/Green status by site, acceptable % to be agreed	100%
Documentation	Site files, complete	100%
Meetings	Quarterly Operational Meeting held. Relevant documents and agenda issued 1 week before, minutes distributed 1 week after	100%
Quotations	Quotations delivered in agreed template, within 5 working days of request for internal quotes, within 10 working days if a sub-contractor is involved	100%
Quotations	Budget cost quotations delivered within 1 working day	100%
Quotations	Project quotations delivered within X working days	100%
Invoices	Submission issued prior to invoice issue	100%
Invoices	Submitted quarterly for main contract cost	100%
Invoices	Submitted monthly for reactive work	100%
Invoices	Timely submission	100%
Invoices	Correct	100%
Invoices	10% sample audited and correct	100%
Communications	Response to e-mails/telephone calls by Contract Manager within 1 working day	100%
Helpdesk	Response to helpdesk requests in line with agreed SLA for site	100%
Helpdesk	First time resolution of helpdesk requests	100%
Helpdesk	Timely closure of helpdesk requests	100%
H&S performance	Accident rates	100%
H&S performance	Incident rates	100%

H&S performance	Documentation complete (as audited by the Property Manager)	100%
H&S performance	COSHH files relevant to site in place and up to date including training of operatives	100%
H&S performance	All equipment PAT tested	100%

H&S performance	Suitable RAMS produced as and when required (sample audited by the Property Manager)	100%
Training	Matrix in place and up to date	100%
Training	Record keeping up to date	100%
Training	Correct skill applied to specific requests (audit a sample of requests)	100%
Succession plan	Plan in place for all key roles	100%
Uniform/PPE	Correct, agreed uniform/PPE issued and used/worn and clean	100%
Staff appearance	Staff clean, presentable with attention to personal hygiene	100%
Standards	Compliance with monthly standard monitoring regime	100%
Vetting and referencing of staff	All operatives vetted and referenced	100%
Consumable items	Held at agreed stock levels	100%
Reports	Production of site reports and exception reports on a monthly basis	100%
Reports	Production of site improvement plans on an agreed basis	100%
Surveys	Tree surveys produced on an agreed basis	100%
Environmental	Waste removed in a timely manner and in accordance with regulations	100%
Management visits	Visits undertaken at agreed frequency	100%
Patrols	Undertaken at agreed frequency and records correct and complete	100%
Incidents	Daily occurrence/log book up to date and complete	100%
Hours	Agreed contractual hours delivered	100%
Replacement officers	Trained replacement officers on site within (to be advised) hours	100%
Officer skills	Verbal and written skills meet requirements	100%
Security breaches	Number of security breaches to site	100%
Penetration testing	Results of penetration tests	100%
Access control	Management of system and cards/fobs	100%
Licencing	Correct licences held by officers	100%
Additional support	Timely delivery of requested additional support	100%
Response times	Timely response to alarm activations	100%
Locking/unlocking	Timely locking/unlocking of sites	100%
Key management	Keys managed according to requirements	100%

Appendix 3 : Social Value

Instructions for bidders - THIS IS APPENDIX A. Use this spreadsheet to accompany your social value bid. Do not change any information, values or macros in any column except column F.					Only add figures to this column	Do not change - this calculates total social value committed as a proxy value
Theme	TOM Reference	Description	Units	Proxy Value	Bidders commitment in 'Units'	Total Proxy Value
Jobs: Promote Local Skills and Employment	NT1	No. of full time equivalent direct local employees (FTE) hired or retained for the duration of the contract - from Dartford Borough	no. people FTE			
	NT1	No. of full time equivalent direct local employees (FTE) hired or retained for the duration of the contract - from Gravesham Borough	no. people FTE			
	NT2	Percentage of local employees (FTE) on contract	%			
	NT3	No. of full time equivalent employees (FTE) hired on the contract who are long term unemployed (unemployed for a year or longer)	no. people FTE			
	NT4	No. of full time equivalent employees (FTE) hired on the contract who are NOT in Employment, Education, or Training (NEETs)	no. people FTE			
	NT6	No. of full time equivalent employees (FTE) hired on the contract who are registered as unemployed	no. people FTE			
	NT8	No. of staff hours spent on local school and college visits supporting pupils e.g. delivering career talks, curriculum support, literacy support, safety talks (including preparation time)	no. staff hours			
	NT10	No. of weeks of apprenticeships or T-Levels (Level 2,3, or 4) provided on the contract (completed or supported by the organisation)	no. weeks			
	NT11	No. of hours of 'support into work' assistance provided to unemployed people through career mentoring, including mock interviews, CV advice, and careers guidance	no. hrs (total session duration) no. attendees			
	NT9	No. of hours support for enabling educational visits of children or local residents	no. staff hours			
	NT12	No. of weeks spent on meaningful work placements or pre-employment course for those Not in Employment Education or Training; 1-6 weeks placements (unpaid)	no. weeks (min 3 days - pro rata)			
Growth: Supporting Growth of Responsible Regional Business	NT15	Provision of expert business advice to VCSEs and MSMEs (e.g. financial advice / legal advice / HR advice/HSE)	no. staff expert hours			
	NT18	Total amount (£) spent in local supply chain through the contract	£ spent			
Social: Healthier, Safer and more Resilient Communities	NT26	Support for community health or wellbeing interventions	£ invested including materials, equipment etc			
		Staff hours for NT26 above - support for community health or wellbeing interventions	no. staff hours			
	NT28	Support for local community projects through donations	£ invested			
	NT29	Support for local community projects through volunteering	no. staff volunteering hours			
	NT29a	Support for charities & community projects focused on positive health outcomes	no. staff volunteering hours			
	NT110	Support for involvement in cultural events	£ invested inc. materials, equipment etc			
Environment: Decarbonising and Safeguarding our World		Staff hours for NT110 above - support for involvement in cultural events	no. staff hours			
	NT117	Support for environmental & biodiversity conservation	£ invested inc. materials, equipment etc			
		Staff hours for NT117 above - Support for environmental & biodiversity conservation	no. staff hours			
	NT119	Support for green spaces, biodiversity or ecosystems	£ invested inc. materials, equipment etc			
		Staff hours for NT119 above - Support for green spaces, biodiversity or ecosystems	no. staff hours			
	NT35	Procurement contracts that include sustainable procurement commitments	% of contracts			