

NATIONAL INSTITUTE FOR HEALTH AND CARE EXCELENCE CONSULTANCY AGREEMENT FOR SPECIFIC PROJECT SERVICES

1. BASIC DETAILS

1.1.	NAME AND ADDRESS OF CONTRACTOR (including Company Registration Number if relevant)	Breanheath Limited 48 Station Road Heaton Mersey Stockport SK4 3QT Co Reg 1286396			
1.2.	DESCRIPTION OF CONTRACTOR	Cleaning Services			
1.3.	DESCRIPTION OF PROJECT SERVICES	NICE Manchester Office Cleaning Service			
1.4.	NICE BUDGET HOLDER				
1.5.	NICE PROJECT MANAGER				
1.6.	NOMINATED MANAGER OF CONTRACTOR				
1.7.	CONTRACTOR AUTHORISED SIGNATORY				
1.8.	DATE AGREEMENT SIGNED	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 33px; height: 30px;">D</td> <td style="width: 33px; height: 30px;">M</td> <td style="width: 33px; height: 30px;">Y</td> </tr> </table>	D	M	Y
D	M	Y			
1.9.	DATE AGREEMENT COMES INTO EFFECT (IF DIFFERENT FROM ABOVE)	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 33px; height: 30px;">01</td> <td style="width: 33px; height: 30px;">06</td> <td style="width: 33px; height: 30px;">2018</td> </tr> </table>	01	06	2018
01	06	2018			
1.10.	DATE AGREEMENT ENDS (IF FIXED DATE)	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 33px; height: 30px;">31</td> <td style="width: 33px; height: 30px;">05</td> <td style="width: 33px; height: 30px;">2021</td> </tr> </table>	31	05	2021
31	05	2021			
1.11.	CONTRACT NUMBER				
1.12	PROJECT NUMBER				

IT IS AGREED AS FOLLOWS

2. DEFINITIONS

"Agreement"	this Agreement and any Annexes attached to it.
"the Contractor"	the person in 1.1 or any partner, employee, agent, sub-contractor or other lawful representative of the person in 1.1.
"NICE"	The National Institute for Health and Care Excellence, Level 1A, City Tower, Piccadilly Plaza, Manchester. M1 4BT
"the Milestones"	the milestones as set out in Annex 2.
"the Project Services"	the Project Services set out in 1.3 as more fully described in Annex 1.
References to legislation	A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted.

3. AGREEMENT

- 3.1. In consideration of NICE making certain payments to the Contractor, the Contractor has agreed to provide the Project Services to NICE on the terms and conditions of this Agreement
- 3.2. The payments for the Project Services are fixed and no further payments shall be made by NICE.

4. OBLIGATIONS OF THE CONTRACTOR

- 4.1. The Project Services
 - 4.1.1. The Contractor shall carry out the Project Services in accordance with Annex 1 and to a quality acceptable to NICE.
 - 4.1.2. No material changes to the Project Services shall be permitted without the written consent of NICE Project Manager.
 - 4.1.3. The Contractor shall use its best endeavours to achieve the milestones set out in Annex 2 ("the Milestones").
- 4.2. Sub-Contractors
 - 4.2.1. The Contractor shall agree with NICE the use of any sub-contractor to carry out any part of the Project Services.
 - 4.2.2. The Contractor shall ensure that any sub-contractor it uses adheres to the obligations of this Agreement as if the sub-contractor were the Contractor.
- 4.3. Instructions
 - 4.3.1. The Contractor shall comply fully with the instructions of the Project Manager and, if the Contractor is working in NICE, with the office rules of NICE.
- 4.4. Financial Control
 - 4.4.1. The Contractor shall keep accurate books and accounts in respect of the Project Services and, if requested in writing by NICE, shall (at its own expense) have them certified by a professional firm of auditors.
 - 4.4.2. The Contractor shall permit NICE to inspect and take copies (at NICE's expense) of any financial information or records NICE requires which relate to this Agreement.

- 4.5. Communication
 - 4.5.1. The Contractor shall ensure that all communications with NICE concerning the Project Services shall only be between the nominated representatives of both Parties, that is, NICE Project Manager who shall be the Manager nominated by NICE from its own staff or such other person as NICE shall nominate in writing, and the nominated manager of the Contractor.
- 4.6. Laws and Regulation
 - 4.6.1 The Contractor shall adhere to all laws and regulations relating to the provision of the Project Services.
 - 4.6.2 The Contractor shall comply in all material respects with applicable environmental laws and regulations in force from time to time in relation to the Services. Where the provisions of any such legislation are implemented by the use of voluntary agreements or codes of practice, the Contractor shall comply with such agreements or codes of practices as if they were incorporated into English law subject to those voluntary agreements being cited in tender documentation.
 - 4.6.3 While at NICE's Offices, the Contractor shall comply, and shall ensure that its employees comply with, the requirements of relevant Health and Safety and other relevant legislation, including regulations and codes of practice issued thereunder, and with NICE's and any Beneficiary's own policies and procedures.
 - 4.6.4 The Contractor shall at all times maintain a specific Health and Safety at Work policy relating to the employment of his own staff whilst carrying out their duties in relation to the Contract on the NICE's or any Beneficiary's premises. The Contractor shall ensure the co-operation of its employees in all prevention measures designed against fire, or any other hazards, and shall notify NICE's of any change in the Contractor's working practices or other occurrences likely to increase such risks or to cause new hazards.
- 4.7. Taxation
 - 4.7.1 Where the Contractor or Key Individuals supplied by the Contractor are liable to be taxed in the UK in respect of consideration received under this contract, the Contractor shall, and ensure that the Key Individuals shall, at all times comply with the Income Tax (Earnings and Pension) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
 - 4.7.2 Where the Contractor or Key Individuals are liable for National Insurance Contributions (NICs) in respect of consideration received under this contract, , the Contractor shall, and ensure that the Key Individuals shall, at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
 - 4.7.3 NICE may, at any time during the term of this contract, request the Contractor to provide information which demonstrates:
 - (a) how the Contractor or the Key Individuals comply with clauses 4.7.1 and 4.7.2 above; or why

- (b) Clauses 4.7.1 and 4.7.2 are not applicable to the Contractor or the Key Individuals.
- 4.7.4 Where applicable, a request under clause 4.7.3 above may specify the information which the Contractor or the Key Individuals must provide and the period within which that information must be provided.
- 4.7.5 NICE may terminate this Contract if:
 - (a) in the case of a request mentioned in clause 4.7.3 above:-
 - (i) The Contractor or the Key Individuals fails to provide information in response to the request within twenty [20] days, or
 - (ii) The Contractor or the Key Individuals provides information which is inadequate to demonstrate either compliance with clauses 4.7.1 and 4.7.2 above or why these clauses do not apply to either the Contractor or the Key Individuals;
 - (b) in the case of a request mentioned in clause 4.7.4 above the Contractor fails to provide the specified information within twenty [20] days, or
 - (c) it receives information which demonstrates that, at any time when clauses 4.7.1 and 4.7.2 apply to the Contractor, the Contractor is not complying with those clauses.
- 4.7.6 NICE may supply any information which it receives under Clause 4.7.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

5. OBLIGATIONS OF NICE

5.1. Monitoring

NICE shall monitor the provision of the Project Services at its discretion. To assist in this, the Contractor shall provide such written reports as NICE shall reasonably request.

6. TERM

6.1. Except for those clauses 10, 12 and 16 which shall continue after this Agreement terminates, this Agreement shall begin on the date set out in clauses 1.8 or 1.9 and end on the date set out in clause 1.10. If there is no date in clause 1.10 then this Agreement shall continue until the Project Services are completed to the satisfaction of NICE or such other time as shall be notified by NICE to the Contractor.

7. PAYMENT

7.1. Subject to the due performance of the Contractor's obligations, NICE will pay all invoices submitted by the Contractor in accordance with Annex 4 within 30 days of their receipt.

7.2. The Contractor shall send all invoices, clearly quoting the contract number, to NICE, , alternatively the Contractor can register with Tradeshift <http://tradeshift.com/supplier/nhs-sbs> to send invoices electronically and have access to Tradeshift updates of the progress of invoices.

7.3. Invoices sent to NICE shall be accurate and correct in all respects.

- 7.4. NICE reserves the unconditional right to withhold payment of the final invoice or invoices until the Project Services are successfully concluded to the satisfaction of NICE and NICE receives a copy of any relevant work created as a result of the Project Services in a form acceptable to the NICE.

8. STAFF AND RESOURCES

8.1 *The Contractor shall be fully responsible in every way for all its staff and all consultants (whether part-time or full-time).*

- 8.2. The Contractor shall ensure that it complies with all current employment legislation and in particular, does not unlawfully discriminate within the meaning of the Equality Act 2010 (as amended) the Part Time Workers (Prevention of Less Favourable Treatment) Regulations 2000, the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, or any other relevant legislation relating to discrimination in the employment of employees for the purpose of providing the Services. The Contractor shall take all reasonable steps (at its own expense) to ensure that any employees employed in the provision of the Services do not unlawfully discriminate within the meaning of this Clause 8.2 and shall impose on any sub-contractor obligations substantially similar to those imposed on the Contractor by this Clause 8.2; and

- 8.3 in the management of its affairs and the development of its equality and diversity policies, the Contractor shall co-operate with NICE in respect of NICE's obligations to comply with statutory equality duties. The Contractor shall take such steps as NICE considers appropriate to promote equality and diversity, including race equality, equality of opportunity for disabled people, gender equality, and equality relating to religion and belief, sexual orientation and age in the provision of the Services.

- 8.4 The Contractor shall notify NICE immediately of any investigation of or proceedings against the Contractor under the Equality Act 2010 and shall cooperate fully and promptly with any requests of the person or body conducting such investigation or proceedings, including allowing access to any documents or data required, attending any meetings and providing any information requested.

- 8.7 The Contractor shall indemnify NICE against all costs, claims, charges, demands, liabilities, damages, losses and expenses incurred or suffered by NICE arising out of or in connection with any investigation conducted or any proceedings brought under the 2010 Act due directly or indirectly to any act or omission by the Contractor, its agents, employees or sub-contractors.

- 8.8 The Contractor shall impose on any sub-contractor obligations substantially similar to those imposed on the Contractor by this Clause 8.

- 8.9 NICE shall have the right to be consulted on what staff will be appointed to provide the Project Services.

- 8.10 The Contractor undertakes to NICE that any person assigned to NICE to supply the Project Services is an employee of the Contractor and that employee(s) shall not be transferred from this assignment without the prior written consent of NICE.

9. INSURANCE

- 9.1. The Contractor shall maintain an appropriate insurance policy to cover its liabilities to NICE under this Agreement.
- 9.2. The Contractor shall supply a copy of any relevant insurance policy to NICE together with proof of payments of all premiums if required.

10. INTELLECTUAL PROPERTY AND COPYRIGHT

- 10.1. The Contractor recognises that the Intellectual Property and Copyright in any work which is created as a result of the Project Services by the Contractor or its servants, agents, consultants or independent contractors shall belong to NICE.
- 10.2. In consideration of NICE paying for the Project Services the Contractor with full title guarantee assigns or agrees to procure the assignment to NICE of all vested contingent and future Intellectual Property rights and Copyright in any work created as a result of the Project Services to hold to NICE its successors and assigns absolutely throughout the world for the full period of those rights.
- 10.3. The Contractor warrants to NICE that in relation to any work created by itself, its servants, agents, consultants or independent contractors, as a result of the Project Services, that:-
- 10.3.1. such work is not a violation of any existing copyright anywhere;
 - 10.3.2. such work does not contain anything objectionable, obscene or libellous;
 - 10.3.3. all statements contained in any such work which purport to be facts are true.
- 10.4. If the Contractor incorporates any copyrightable work in any work it produces or has produced on its behalf then it shall ensure that appropriate permissions to use that work are obtained in writing. The NICE Project Manager shall have the right to see such permissions.
- 10.5. The Contractor shall procure that any independent author or part-author of any copyrightable material created as a result of the Project Services, assigns the copyright with full title guarantee to NICE and waives any moral rights under the Copyright, Designs and Patents Acts 1988. Any assignment and/or waiver under this sub-clause shall be on NICE's standard terms set out in Annex 3. The Contractor shall do this as soon as reasonably possible after the creation of any such work.
- 10.6. It is the policy of NICE to associate authors with their works. However, there may be exceptional circumstances where this would be to the detriment of NICE. In an exceptional circumstance NICE, as copyright owner, would reserve the right to disassociate the author from the work.

11. PUBLIC REPUTATION OF THE PARTIES

- 11.1. Both Parties recognise the other Party's public reputation and legal responsibilities. Each Party shall use all reasonable endeavours not to harm or compromise these.
- 11.2 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA and/or the DPA, the content of this Contract is not Confidential Information. NICE shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA and/or the DPA.
- 11.3 Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for NICE to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public. And agrees to the public re-use of the documents provided that such reuse cites the source and do not misuse or deliberately mislead.

12. CONFIDENTIALITY

- 12.1. In respect of any Confidential Information it may receive from the other party ("the Discloser") and subject always to the remainder of this clause 12, each party ("the Recipient") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:
 - 12.2 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of the Contract;
 - 12.3 the provisions of this clause 12 shall not apply to any Confidential Information which:
 - (a) is in or enters the public domain other than by breach of the Contract or other act or omissions of the Recipient;
 - (b) is obtained by a third party who is lawfully authorised to disclose such information; or
 - (c) is authorised for release by the prior written consent of the Discloser; or
 - (d) the disclosure of which is required to ensure the compliance of NICE with the Freedom of Information Act 2000 (the FOIA).
 - 12.4 Nothing in this clause 12 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law or, where the Contractor is the Recipient, to the Contractor's immediate or ultimate holding company provided that the Contractor procures that such holding company complies with this clause 12 as if any reference to the Contractor in this clause 12 were a reference to such holding company.
 - 12.5 The Contractor authorises NICE to disclose the Confidential Information to such person(s) as may be notified to the Contractor in writing by NICE from time to time to the extent only as is necessary for the purposes of auditing and collating information so as to ascertain a realistic market price for the goods supplied in accordance with the Contract, such exercise being commonly referred to as

"benchmarking". NICE shall use all reasonable endeavours to ensure that such person(s) keeps the Confidential Information confidential and does not make use of the Confidential Information except for the purpose for which the disclosure is made. NICE shall not without good reason claim that the lowest price available in the market is the realistic market price.

- 12.6 The Contractor acknowledges that NICE is or may be subject to the FOIA. The Contractor notes and acknowledges the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) and the Environmental Information Regulations 2004 as may be amended, updated or replaced from time to time. The Contractor will act in accordance with the FOIA, these Codes of Practice and these Regulations (and any other applicable codes of practice or guidance notified to the Contractor from time to time) to the extent that they apply to the Contractor's performance under the Contract.
- 12.7 The Contractor agrees that:
 - 12.7.1 Without prejudice to the generality of clause 12.2, the provisions of this clause 12 are subject to the respective obligations and commitments of NICE under the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) and the Environmental Information Regulations 2004;
 - 12.7.2 subject to clause 12.7.3, the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for NICE;
 - 12.7.3 where NICE is managing a request as referred to in clause 12.7.2, the Contractor shall co-operate with NICE and shall respond within five (5) working days of any request by it for assistance in determining how to respond to a request for disclosure.
- 12.8 The Contractor shall and shall procure that its sub-contractors shall:
 - 12.8.1 transfer any request for information, as defined under section 8 of the FOIA, to NICE as soon as practicable after receipt and in any event within five (5) working days of receiving a request for information;
 - 12.8.2 provide NICE with a copy of all information in its possession or power in the form that NICE requires within five (5) working days (or such other period as NICE or a Beneficiary may specify) of NICE or a Beneficiary requesting that Information; and
 - 12.8.3 provide all necessary assistance as reasonably requested by NICE to enable NICE to respond to a request for information within the time for compliance set out in section 10 of the FOIA.
- 12.9 NICE may consult the Contractor in relation to any request for disclosure of the Contractor's Confidential Information in accordance with all applicable guidance.
- 12.10 This clause 12 shall remain in force without limit in time in respect of Confidential Information which comprises Personal Data or which relates to a patient, his or her treatment and/or medical records. Save as aforesaid and unless otherwise expressly set out in the Contract,

this clause 12 shall remain in force for a period of 3 years after the termination or expiry of this Contract.

- 12.11 In the event that the Contractor fails to comply with this clause 12, NICE reserves the right to terminate the Contract by notice in writing with immediate effect.

13. Data Protection

- 13.1 The Contractor shall comply with the Data Protection Act 1998 ("the 1998 Act") and any other applicable data protection legislation. In particular the Contractor agrees to comply with the obligations placed on NICE and any Beneficiary by the seventh data protection principle ("the Seventh Principle") set out in the 1998 Act, namely:
- 13.1.1 to maintain technical and organisational security measures sufficient to comply at least with the obligations imposed on NICE and any Beneficiary by the Seventh Principle;
- 13.1.2 only to process Personal Data for and on behalf of NICE and any Beneficiary, in accordance with the instructions of NICE or such Beneficiary and for the purpose of performing the Services in accordance with the Contract and to ensure compliance with the 1998 Act;
- 13.1.3 to allow NICE to audit the Contractor's compliance with the requirements of this Clause 13 on reasonable notice and/or to provide NICE with evidence of its compliance with the obligations set out in this Clause 13
- 13.2 The Contractor agrees to indemnify and keep indemnified NICE and any Beneficiary against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith by NICE and any Beneficiary as a result of any claim made or brought by any individual or other legal person in respect of any loss, damage or distress caused to that individual or other legal person as a result of the Contractor's unauthorised processing, unlawful processing, destruction of and/or damage to any Personal Data processed by the Contractor, its employees or agents in the Contractor's performance of the Contract or as otherwise agreed between the Parties.
- 13.3 Both Parties agree to use all reasonable efforts to assist each other to comply with the 1998 Act. For the avoidance of doubt, this includes the Contractor providing NICE and any Beneficiary with reasonable assistance in complying with subject access requests served on NICE and any Beneficiary under Section 7 of the 1998 Act and the Contractor consulting with NICE and any Beneficiary prior to the disclosure by the Contractor of any Personal Data in relation to such requests.

14. GIFTS AND PAYMENTS OF COMMISSION

- 14.1. The Contractor shall not offer or give to any member of staff of NICE or a member of their family any gift or consideration of any kind (including the payment of commission) as an inducement or reward for doing something or not doing something or for having done something or having not done something in relation to the obtaining of or execution of this Agreement or any Agreement with NICE. This prohibition specifically includes the payment of any fee or other consideration for any work in respect of or in connection with the Project Services

carried out by a member of staff of NICE to that member of staff or to a member of their family.

- 14.2. Any breach of this condition by the Contractor or anyone employed by the Contractor (with or without the knowledge of the Contractor) or the commission of any offence under the Bribery Act 2010 shall entitle NICE to terminate this Agreement immediately and/or to recover from the Contractor any payment made to the Contractor.

15. INDEMNITY

- 15.1. If the Contractor shall breach this Agreement in any way then it shall fully indemnify NICE from any losses, costs, damages or expenses of any kind, whether direct or indirect, which arise out of or are connected with that breach.

16. LIMITATION OF LIABILITY

- 16.1. NICE shall not be liable to the Contractor for any indirect or consequent loss, damage, injury or costs whatsoever which arise out of or are connected with NICE's adherence or non-adherence to the terms and conditions of this Agreement. Except in the case of death or personal injury caused by negligence, and fraudulent misrepresentation or in other circumstances where liability may not be so limited under any applicable law

17. TERMINATION

This Agreement shall terminate in the following circumstances -

17.1. Breach

17.1.1. In the event that either Party fails to observe or perform any of its obligations under this Agreement in any way then the other Party may end this Agreement on 30 days written notice; but

17.1.2. If the breach complained of by a Party, cannot be remedied to the satisfaction of that Party, then this Agreement shall end immediately on the service of such notice on the other Party;

17.1.3. In every other case if the breach complained of is remedied to the satisfaction of a Party within the notice period this Agreement shall not end;

17.2. Repeat of Breach

17.2.1. Either Party reserves the right to end this Agreement immediately by written notice if a Party repeats any breach of this Agreement after receiving a written notice from the other Party warning that repetition of the breach shall or may lead to termination (whether or not the repeated breach is remedied within 30 days);

17.3. Insolvency

17.3.1. This Agreement shall end immediately if the Contractor goes into liquidation or suffers a receiver or administrator to be appointed to it or to any of its assets or makes a composition with any of its creditors, or is in any other way unable to pay its debts;

17.4. Change of Management Control

17.4.1. NICE reserves the right to immediately end this Agreement upon any change of the Contractor's management or control within 28 days of NICE finding out of such change. The

Contractor shall promptly notify NICE of any such change of management or control.

17.5. Unsatisfactory Evaluation of the Project Services

17.5.1. In the event that the outcome of any evaluation of the Project Services carried out by NICE under this Agreement is unsatisfactory NICE may terminate this Agreement on 30 days' written notice.

17.6 In addition to its rights under any other provision of the contract NICE may terminate the contract at any time by giving the contractor three months' written notice

18. MISCELLANEOUS

It is further agreed between the Parties:

18.1. Waiver

18.1.1. No waiver or delay in acting upon or by NICE of any of the requirements of this Agreement shall release the Contractor from full performance of its remaining obligations in this Agreement.

18.2. Whole Agreement

18.2.1. The Parties acknowledge that this Agreement contains the whole Agreement between the Parties and supersedes all previous agreements whether express or implied.

18.3. Variation

18.3.1. This Agreement cannot be varied except in writing and signed by the lawful representatives of both Parties.

18.4. Governing Law

18.4.1 This Agreement shall be governed in all respects by English Law.

**Signed for and on behalf
of NICE**

	Signature	Name and title	Date
Procurement		Associate Director of IT and Procurement	

Contract Manager		Facilities Manager	
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Budget Holder		Associate Director of Finance & Facilities	
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**Signed for and on behalf
of the Provider**

	Signature	Name and title	Date
Project Supervisor		Account Manager	

Authorised Signatory:		Managing Director	
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This contract is not valid until all Signatures have been completed

ANNEX 1

THE PROJECT SERVICES

1. SCOPE OF WORK

Areas to be cleaned:

Common areas, meeting rooms, reception, ground floor breakout area, café, catering kitchen, brew areas, toilets, showers, first aid room, lifts, cellular offices and open plan area incorporating 508 workstations.

Total floor space is 4306m² /46350ft². Floor plans are attached (annex 6).

Staffing:

The contract will allow for 26 hours per day/130 hours per week allocated as follows:

- one working supervisor working for 3 hours per day from 5pm to 8pm
- three cleaning staff working for 2.5 hours per day from 5pm to 7.30pm
- three cleaning staff working for 2.5 hours per day from 5.30pm to 8pm
- two day cleaning staff working 8 hours (shared) per day from 8am to 4pm

Breanheath Limited must ensure staff have the right to work in UK and that necessary background checks are undertaken prior to staff commencing work. Breanheath Limited is responsible for undertaking these checks on the staff provided and costs associated with the checks shall be borne by Breanheath Limited.

Passport photos of each cleaner will be required to be submitted to NICE by Breanheath Limited for identification purposes. The Estates and Facilities Manager (or delegate) must be notified in writing of changes to cleaning staff. The written notification must contain:

- the name of the person leaving
- the name of their replacement
- the leaving date of the person leaving
- the start date of their replacement
- details of staff cover provided for staff absence

The above information must be provided in writing to the Estates and Facilities Manager (or delegate) before the start date of the replacement member of staff. Failure to do so may result in the replacement not being allowed on site.

Cleaning Times:

The main working hours of NICE staff are from 8am until 5pm, Monday to Friday. Daily cleaning must be scheduled **outside** of these hours other than the daily 8 hour daytime cleaners. Noise must be kept to a minimum until 6pm, therefore vacuuming cannot commence until after this time. The office is accessible by NICE staff from 6am until 12am (midnight), 7 days a week.

Monitoring of the service:

Breanheath Limited's management team shall be required to check that the cleaning staff are carrying out the tasks as requested and that points raised by NICE are resolved to NICE's satisfaction. An effective communication route is required between NICE and Breanheath Limited.

NICE and Breanheath Limited will meet on an agreed schedule to monitor and discuss progress and potential issues (annex 2). A service level agreement has been agreed between NICE and Breanheath Limited (annex 7).

2. SECURITY

No Disclosure and Barring Service (DBS) checks are required for staff that TUPE across to Breanheath Limited. DBS checks shall be required as part of recruitment of new staff taken on during the contract. Breanheath Limited shall undertake the DBS checks and be responsible for costs associated with this process. No costs whatsoever will be passed onto NICE.

3. TRAINING

Breanheath Limited shall assess the training needs of TUPE'd and new staff by means of a training needs analysis. Breanheath Limited will ensure that staff working on the NICE contract will have annual appraisal and personal development plan which is regularly reviewed throughout the year. The following training shall be available to staff:

- NVQ Level 2 or equivalent training
- in-house training to include COSHH training
- relevant update/refresher training
- first aid training
- manual handling training

4. TRANSFER OF UNDERTAKING OF PROTECTION OF EMPLOYMENT (TUPE)

Breanheath Limited shall ensure that it complies with TUPE legislation 2006 and subsequent amendments when transferring existing staff to their employment. No costs whatsoever associated with the TUPE activity for this contract shall be passed to NICE. Breanheath Limited shall bear costs associated with TUPE activity.

5. COMPLIANCE

Full COSHH details of all chemicals used on site should be maintained and displayed and all relevant regulations adhered to. The NICE Health and Safety Officer shall be issued with the safety data sheets for any chemicals stored or used onsite.

6. SERVICE DELIVERY

The overall contract shall be under the control of the dedicated Account Manager who shall be responsible for monitoring the progress of the contract and provide solutions and management information as agreed in para 11. Quality Standards. This will provide NICE with one point of contact and consistency of reporting systems. The Account Manager shall perform regular site visits and attend review meetings as well as monitor the service delivery and provide an additional level of communication for the onsite teams.

The Breanheath Limited Account Manager shall be supported by the Breanheath Limited Area Manager, who will effectively be the local day to day contact for NICE and shall carry out regular weekly visits to NICE premises.

7. OPERATIONAL MANAGEMENT

The day to day operational management of the contract will be the responsibility of the Breanheath Limited management team, comprising of the Account Manager and Area Manager.

The Breanheath Limited management team shall communicate directly with the onsite NICE representatives and ensure that Breanheath Limited shall provide a

rapid capture and action of service requests. They shall monitor and direct the onsite team to deliver consistent service standards that are in line with the agreed SLA in Annex 7. They will provide support and guidance to ensure the onsite team are providing the necessary flexibility in their approach and are able to adapt to any change in the needs of NICE. They will also collate the performance data for each service which will be presented within the Breanheath Limited performance management report (which will be aligned to the agreed SLA), allowing NICE a clear and easy way of appraising the performance month on month. Breanheath Limited's key responsibilities will include:

- having full ownership of the service delivery
- establishing clear lines of communication with all key contract stakeholders
- developing a partnership approach with the NICE facilities Team working together to deliver services in the most effective way
- utilising an electronic auditing system and audit frequency
- collecting, collating and presenting service data into the management report
- attending formal monthly performance review meetings where the management report will be discussed together with SLAs and KPIs
- ensuring that all of the company's and the NICE necessary processes and procedures are adhered to, including health & safety, risk assessment, permits and security vetting

The management team shall ensure a consistent approach to contract management by ensuring Managers are using the following key management systems:

- Detailed work schedules developed during mobilisation, based on the specification in paragraph 8.
- A Site File held on site, containing all the systems and procedures applicable to the contract that will be audited and reviewed at six monthly intervals, by NICE facilities management.
- Health & Safety audits will be undertaken at intervals to be agreed between NICE FM and Breanheath Limited.
- All staff sign in and out at an agreed location, providing an auditable system for payroll and staff attendance.
- Implementation of formalised cleaning audits to ensure standards are achieved and maintained.
- Management of a Comments Book for the recording and reporting of issues by NICE facilities management.
- Auditable system for the ordering, storing and application of consumables.
- Maintain a training matrix showing all operatives and their competences, including dates of attainment.
- Formalised monthly meetings, minuted by the Breanheath Limited Account Manager.

Specification

Week commencing

Duties of out of hours cleaning staff for all areas					
Daily	M	Tu	W	Th	F
<p>Wipe clean tables and desks.</p> <p>Check chairs for debris and remove, reset chairs neatly.</p> <p>Spot vacuum carpeted areas.</p> <p>Sweep and mop hard floor surfaces.</p> <p>Spot clean stains to carpets.</p> <p>Flick dust photocopiers and other equipment.</p> <p>Take crockery, glasses or cutlery to the kitchen for washing.</p> <p>Remove finger marks from light switches, doors, door finger plates and door frames and internal glazing (not windows).</p> <p>Empty waste bins and remove to disposal point in loading bay 3.</p> <p>Empty recycling bins and remove to disposal point in loading bay 3 and dispose into correct container.</p> <p>Dispose of cardboard in recycling bin in loading bay 3.</p> <p>Clean walls and surfaces around bins.</p>					
Weekly	M	Tu	W	Th	F
<p>Twice weekly, vacuum carpeted areas.</p> <p>Twice weekly, wipe clean surfaces in open plan area.</p> <p>Flick dust monitor screens.</p> <p>Wipe clean low level sills, ledges, skirting's, wood panels, etc.</p> <p>Undertake high level clean to remove loose dust from sills, ledges, door frames and closures, etc.</p> <p>Dust telephones and sanitise telephone handsets.</p> <p>Dust and damp wipe furniture bases, supports and chair legs.</p> <p>Polish mirrors, picture glass and frames, glass tables.</p> <p>Clean signs.</p> <p>Vacuum upholstered furniture (not desk chairs)</p>					

Week commencing

Reception, landing & lifts					
Daily	M	Tu	W	Th	F
Remove finger marks from: <ul style="list-style-type: none"> • entrance doors • internal vision panels • internal partition glazing • reception glazing • glass tables • security gate consoles • lift consoles Vacuum upholstered furniture.					

Toilets, showers and first aid room					
Daily	M	Tu	W	Th	F
Clean and disinfect toilets, showers and sink units. Replenish toilet rolls, hand soap and towels. Clean and buff sinks, taps and shower heads ensuring no build-up of scale. Mop and dry tiled floor in toilet and shower blocks. Lift drain grids in showers and clean filters.					
Weekly	M	Tu	W	Th	F
Polish mirrors and remove smears or marks. Clean and disinfect extractor fan units.					

Week commencing

Café, catering kitchen and brew areas including ground floor breakout area					
Daily	M	Tu	W	Th	F
<p>Clean worktops and table surfaces using sanitising solution.</p> <p>Damp wipe catering trollies and ensure they are kept in the catering kitchen.</p> <p>Clean and buff sinks and taps ensuring no build-up of scale.</p> <p>Clean kitchen appliances including boilers, coffee machines and microwaves.</p> <p>Spot clean splash marks to walls and other surfaces.</p> <p>Empty hot beverage flasks, rinse and return to designated area.</p> <p>Load, set off and empty dishwashers. Replenish detergent and rinse aid and clean filters.</p> <p>Ensure crockery and cutlery are distributed equally between the kitchens and brew areas and items are placed in correct cupboards.</p> <p>Ensure catering equipment is returned to the catering kitchen.</p> <p>Replenish hand soap, paper towels and washing up liquid in each kitchen and brew area.</p>					
Weekly	M	Tu	W	Th	F
<p>Fridays', dispose of out of date and undated foodstuffs from fridges.</p> <p>Clean interior and exterior of fridges.</p> <p>Damp wipe drawer and cupboard fronts etc.</p> <p>Clean and disinfect kitchen bins.</p> <p>Strip and vacuum soft furnishings</p>					
Monthly	M	Tu	W	Th	F
<p>Clean dishwashers internally and externally.</p> <p>Clean kitchen cupboards and dispose of out-of-date and undated food.</p>					

Week commencing

Daytime cleaning staff duties

Daily	M	Tu	W	Th	F
<p>On arrival, collect milk and newspapers from service tunnel and distribute via NICE trolley to café and brew areas. Complete milk delivery record sheet.</p> <p>Attend toilet blocks before 8.30am to clean, wipe down surfaces, mop, disinfect handles and empty bins.</p> <p>Attend toilet blocks every 2 hours to top up consumables and ensure cleanliness.</p> <p>Ensure dishwashers are emptied from previous day.</p> <p>Load, set off and empty dishwashers. Replenish detergent and rinse aid and clean filters.</p> <p>Ensure crockery and cutlery are distributed equally between the kitchens and brew areas and items are placed in correct cupboards.</p> <p>Clean and mop showers, between 10.30am and 12pm (noon).</p> <p>Maintain café, other brew areas and breakout areas particularly after breaks and lunch times, replenish consumable stock (coffee, tea, hand towels, soap, etc.), wipe down surfaces and tables. Ensure catering stock rotation to avoid out of date stock.</p> <p>Low catering stock levels to be reported to reception as soon as identified.</p> <p>Empty drip trays from water and coffee machines throughout the day.</p> <p>Empty full waste bins and remove to disposal point in loading bay 3.</p> <p>Empty full recycling bins and remove to disposal point in loading bay 3 and dispose into correct container.</p> <p>Provide a spot cleaning and vacuuming service when required.</p> <p>Assist with emptying meeting rooms of used crockery and cutlery as room bookings permit.</p>					
Weekly	M	Tu	W	Th	F
<p>Vacuum outer area to revolving door in ground floor breakout area (with assistance from NICE facilities staff).</p>					

Week commencing

Supervisor duties					
Daily	M	Tu	W	Th	F
Be a point of contact between NICE and Breanheath Limited. Monitor and update this cleaning checklist. Supervise cleaning staff and ensure cleaning is completed to a high standard. Complete final check of high profile areas (committee rooms, reception, catering kitchen, toilets) at the end of each shift. Record number of waste bags by category and report to Breanheath Limited for monthly reporting to NICE.					

8. ADDITIONAL SERVICES PROVISION

Service	Frequency
9.1 Glass cleaning Undertake internal cleaning to windows on external office perimeter, glazing on cellular offices and meeting rooms including ground floor areas. Breanheath Limited will be responsible for providing its own equipment for this service.	Bi-annually
9.2 Carpet deep clean Deep clean of carpeted areas.	Annually
9.3 Shower block deep clean Deep clean of shower block cubicles and lockers.	4 monthly
9.4 Reception areas Dusting and ad-hoc removal of rubbish from the tops of office booths and high window ledges.	Bi-annually
9.5 Feminine hygiene units Supply of 14 feminine hygiene units and collection of waste, Breanheath Limited to manage collections.	3 weekly
9.6 Air freshener units Supply of 9 air freshener units and refills, Breanheath Limited to manage refills.	Monthly
9.7 IT clean Clean of keyboards, mice, screens and telephones.	Bi-annually
9.8 Meeting room chairs deep clean Deep clean of meeting room chairs (x200) within main meeting room suite.	Annually

9. CONSUMABLES TO BE SUPPLIED

The following consumables are to be supplied by Breanheath Limited:

- Bin bags – clear for recyclable waste, black for general waste, opaque for office bins
- Domestic toilet rolls
- Liquid hand soap (5 litre)
- 2 ply Z fold handtowels (biodegradable and recyclable)
- Sponges for café and brew areas
- Washing up liquid for café and brew areas
- Dishwasher rinse aid and detergent

Monthly consumable invoices are to be submitted to NICE together with the cleaning service invoice. Breanheath Limited must maintain a minimum consumable stock level of at least 1 week's supply.

Consumables supplied inclusive of service provided:

Breanheath Limited shall supply consumables necessary to carry out the tasks ensuring that a stock of replacements are onsite. A list of these shall be provided together with relevant Health and Safety data.

Cleaner cupboards:

Utility cupboards adjacent to both toilet blocks and the Ribble meeting room are to be kept clean and tidy ensuring that mops and cloths are stored appropriately and sinks and containers are left clean. Full COSHH details of chemicals used on site must be maintained and displayed and regulations adhered to. The main cleaning store room is secured with a key pad lock to ensure safe and secure storage for Breanheath Limited's chemicals, materials and machinery.

11. QUALITY STANDARDS

Quality standards are a set of prioritised statements designed to drive measurable performance improvements.

- 11.1 Breanheath Limited's management team shall be contactable during the hours of 8am to 6pm by NICE facilities management.
- 11.2 The cleaning service is to be conducted to a standard agreed by NICE and Breanheath Limited and detailed in the Service Level Agreements (annex 7). Key Performance Indicators shall be produced by Breanheath Limited in cooperation with NICE facilities management.
- 11.3 Breanheath Limited shall liaise with NICE in the production of management reports in particular for waste and recycling. These reports may be subject to change and will be further detailed at weekly and monthly meetings.
- 11.4 Breanheath Limited is responsible for the provision and maintenance of cleaning equipment and innovations agreed with NICE in addition to adequate training of staff to operate any equipment/ innovations applied within the NICE site.

- 11.5 NICE shall supply Breanheath Limited with the monthly meeting schedule in advance, in order to highlight large meetings and busy times.

12. REPORTING

Breanheath Limited shall implement electronic reporting through the live in-house auditing platform. Breanheath Limited shall prepare a monthly report and submit this to NICE prior to the monthly review meeting. Weekly performance review meetings shall be held during the initial stages of the contract.

Monthly Management Meeting (attended by Breanheath Limited Area Manager and Cleaning Supervisor as appropriate)– Operational progress meeting, covering as a minimum the following:

Task	Completed
1. Executive summary	
2. Volumetric data of planned, reactive, periodic, specialist cleaning duties carried out	
3. Progress report on additional works	
4. Volumetric helpdesk data	
5. Details and cost breakdown of any consumables, additional services	
6. Performance against service levels	
7. Health and safety reporting	
8. Staff turnover and attendance data	
9. Staff training	

Quarterly Review Meeting (attended by Breanheath Limited Account and Area Manager) – Summary of the operation of the contract, covering as a minimum the following:

Task	Completed
1. Executive Summary	
2. Review of previous quarterly report	
3. Volumetric data of planned, reactive, periodic and specialist cleaning duties carried out	
4. Progress report on additional works	
5. Details and cost breakdown of any consumables, additional services	
6. Performance reporting (including KPIs, HR issues)	

ANNEX 2

The Milestones

Task	To be completed
Reviews:	
Weekly performance review- audit conducted by cleaning site supervisor and emailed to Area Manager	Every Wednesday
Monthly management meeting – operational progress meeting and KPIs	W/c 11/06/18 W/c 09/07/18 W/c 13/08/18 W/c 10/09/18 W/c 15/10/18 W/c 12/11/18 W/c 10/12/18 W/c 14/01/19 W/c 11/02/19 W/c 11/03/19 W/c 15/04/19 W/c 13/05/19 W/c 10/06/19
Quarterly review meeting – summary of the operation of the contract	W/c 03/09/18 W/c 03/12/18 W/c 04/03/19 W/c 03/06/19
Additional services:	
Glass cleaning	W/c 22/10/18 W/c 22/04/19
Carpet deep clean	W/c 09/07/18
Shower block deep clean	W/c 09/07/18 W/c 05/11/18 W/c 04/03/19
Reception high level clean	W/c 22/10/18 W/c 22/04/19
IT clean	W/c 05/11/18 W/c 06/05/19
Meeting room chairs deep clean	W/c 04/03/19
Future milestones to be set at contract extension	

ANNEX 3

Waiver of Moral Rights and Assignment of Copyright

This Deed is made the day of 2018

1. PARTIES

- 1.1. The National Institute for Health and Care Excellence, Level 1A, City Tower, Piccadilly Plaza, Manchester. M1 4BT ("NICE").
- 1.2. INSERT NAME AND ADDRESS OF AUTHOR ("the Author").

2. WAIVER AND ASSIGNMENT

- 2.1. The Author agrees in relation to any work created by the Author in connection with the Agreement of INSERT DATE ("the Work") and made between NICE and INSERT NAME OF CONTRACTOR to waive his/her moral rights under Sections 77 to 89 of the Copyright Designs and Patent Act 1988.
- 2.2. The Author further agrees to assign with full title guarantee the present and future copyright in the Work of which it is the author or part-author to NICE to hold to NICE its successors and assigns absolutely anywhere for the length of the copyright in the Work.
- 2.3. The Author warrants to NICE that in relation to the Work:-
 - 2.3.1. it is not a violation of any existing copyright anywhere;
 - 2.3.2. it does not contain anything objectionable, obscene or libellous;
 - 2.3.3. all statements contained in the Work which purport to be facts are true.

	Signature	Name	Date
SIGNED AND DELIVERED as a Deed by the Author Witnessed			
SIGNED AND DELIVERED as a Deed by an authorised signatory of NICE Witnessed			

ANNEX 4

Payment

Specify amount of payment for the Services (including or excluding VAT), timing and method of payment.

Payment and costs

Service	Price ex VAT
Total annual office cleaning service (excluding additional services & consumables)	£68,364.42

Consumable item costs

Consumable item	Type	Pack size	Price ex VAT
Large clear bin bags		200	
Large black rubbish bags		200	
Small opaque bags		1000	
Domestic toilet rolls	2 ply	40	
Liquid hand soap 5 litres	Silk	5 litres	
2 Ply Z fold hand towels		3000	
Sponges			
Washing up liquid	Finish	5 litres	
Dishwasher rinse aid	Finish	5 litres	
Dishwasher detergent	Finish	5 litres	

Additional service costs

Service	Frequency	Price per event ex VAT	Annual cost
7.1 Glass cleaning	Bi-annually		£1890.00
7.2 Carpet deep clean	Annually		£2980.00
7.3 Shower block deep clean	4 monthly		£240.00
7.4 Reception areas	Bi-annually		£96.00
7.5 Feminine hygiene units	3 weekly		£728.00
7.6 Air freshener units	Monthly		£765.00
7.7 IT clean	Bi-annually		£1880.00
7.8 Meeting room chairs deep clean	Annually		£400.00

Payment schedule

Calendar month service delivered	Total service cost ex VAT	VAT	Invoicing month	Financial year
June 2018			July 2018	2018/19
July 2018			August 2018	2018/19
August 2018			September 2018	2018/19
September 2018			October 2018	2018/19
October 2018			November 2018	2018/19
November 2018			December 2018	2018/19
December 2018			January 2019	2018/19
January 2019			February 2019	2018/19
February 2019			March 2019	2018/19
March 2019			April 2019	2018/19
April 2019			May 2019	2019/20
May 2019			June 2019	2019/20
Year 1 total	£68,364.42			
Year 2 total	£68,364.42			
Year 3 total	£68,364.42			

Consumables will be invoiced monthly as purchased. Additional services will be invoiced on completion of the works.

Annex 5



HEALTH AND SAFETY GENERAL POLICY STATEMENT

BREANHEATH LIMITED

At Breanheath Limited we recognise our duties under current health and safety legislation and we will endeavour to meet the requirements of this legislation and maintain a safe and healthy working environment. Our Managers and Supervisors are informed of their responsibilities to ensure they take all reasonable precautions, to ensure the safety, health and welfare of those that are likely to be affected by the operation of our business.

Breanheath Limited recognises its duty to make regular assessment of the hazards and risks created in the course of our business.

We also recognise our duty, so far as is reasonably practicable:

- to meet our legal obligations to maintain safe and healthy working conditions;
- to provide adequate control of the health and safety risks so identified;
- to consult with our employees on matters affecting their health and safety.
- to provide and maintain safe plant and equipment;
- to ensure safe handling and use of substances;
- to provide information, instruction, training where necessary for our workforce, taking account of any who do not have English as a first language;
- to ensure that all workers are competent to do their work, and to give them appropriate training;
- to prevent accidents and cases of work related ill health;
- to actively manage and supervise health and safety at work;
- to have access to competent advice;
- to seek continuous improvement in our health and safety performance and management through regular (at least annual) review and revision of this policy; and
- to provide the resource required to make this policy and our Health and Safety arrangements effective.

We also recognise:

our duty to co-operate and work with other employers when we work at premises or sites under their control to ensure the continued health and safety of all those at work; and

our duty to co-operate and work with other employers and their workers, when their workers come onto our premises or sites to do work for us, to ensure the health and safety of everyone at work

To help achieve our objectives and ensure our employees recognise their duties under health and safety legislation whilst at work, we will also inform them of their duty to take reasonable care for themselves and for others who might be affected by their activities. We achieve this by explaining their duty and setting out our company health and safety rules in an Employee Safety Handbook which is made available to every worker employed by us.

In support of this policy a responsibility chart and more detailed arrangements have been prepared.

Signature

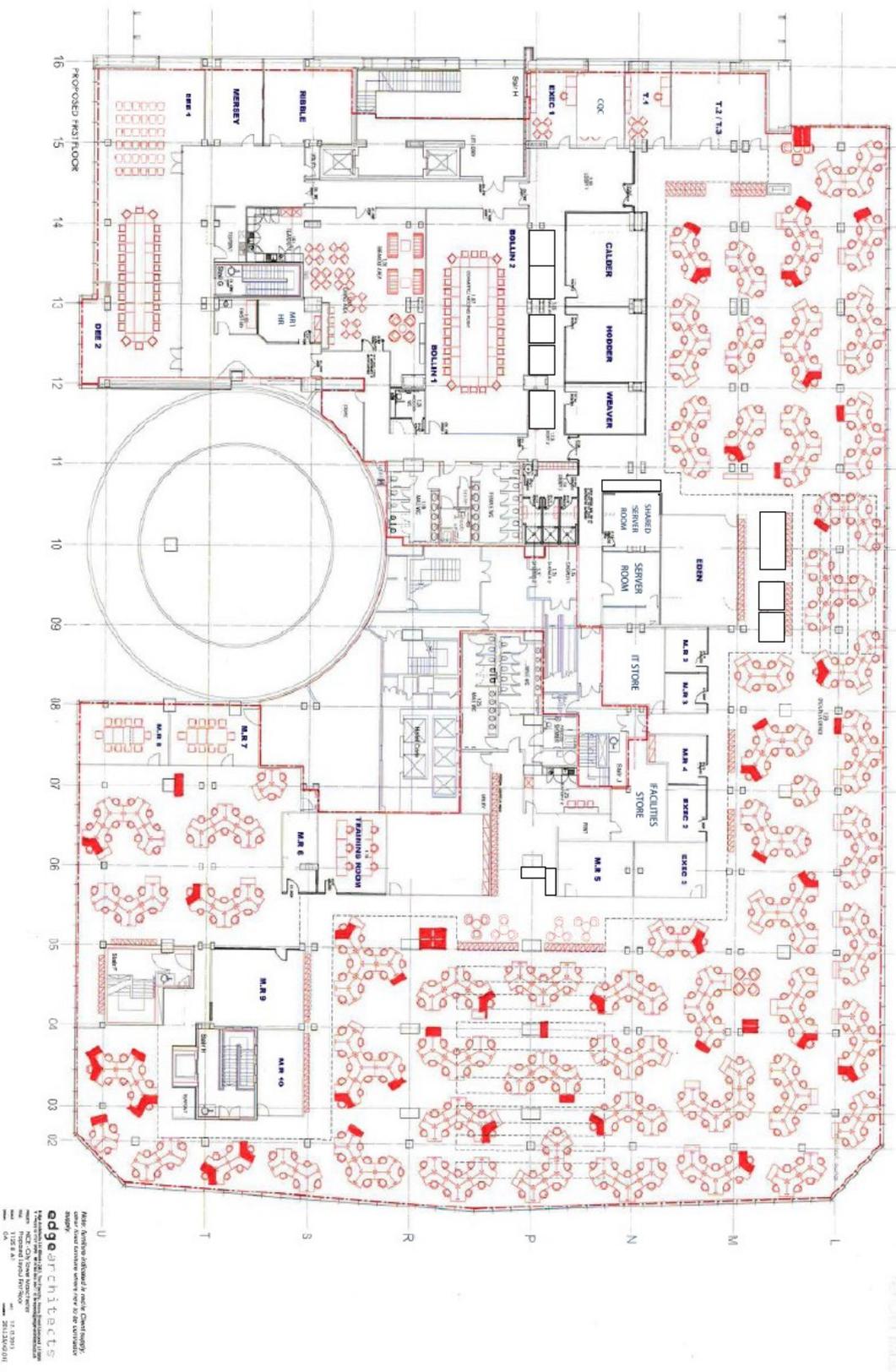
Date

Position

The policy is reviewed on a periodic basis.

Annex 6

NICE Office floorplan



16 PROPOSED FIRST FLOOR
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 P
 N
 M
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MENBERY
 RIBBLE
 BOLLING 1
 BOLLING 2
 CALDER
 HODDER
 WIEVER
 EDEN
 KITCHEN
 SERVER ROOM
 IT STORE
 FACILITIES STORE
 M.N. 1
 M.N. 2
 M.N. 3
 M.N. 4
 M.N. 5
 M.N. 6
 M.N. 7
 M.N. 8
 M.N. 9
 M.N. 10

cdg architects
 15000 LINDEN AVE. SUITE 100
 NEWPORT NEWS, VA 23602
 TEL: 757.546.1100
 WWW.CDGARCHITECTS.COM
 DATE: 11/25/14
 DRAWING NO.: 2013100101

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