

PERRANZABULOE PARISH COUNCIL

DRAFT CLEANING SERVICES CONTRACT

This Agreement is made and entered into as of [DATE], by and between Perranzabuloe Parish Council (hereinafter referred to as "PPC") and [CONTRACTOR'S NAME] (hereinafter referred to as "the Contractor").

1. Scope of Services

The Contractor agrees to provide cleaning services for the following sites:

- **Bolenna Park Public Conveniences**
- **Goonhavern Park Public Conveniences**
- **Droskyn Public Conveniences**

The specific cleaning requirements for each site will be outlined in Schedule A of this Agreement.

2. Term of the Agreement This Agreement shall commence on 1 May 2025 and shall continue for a period of three (3) years unless terminated earlier in accordance with the provisions of this Agreement.

3. Break Clause Either party may terminate this Agreement after one (1) year by providing three (3) months' written notice to the other party.

4. Payment Terms

- PPC shall pay the Contractor [AMOUNT] per month for services rendered.
- Invoices shall be submitted by the Contractor on a monthly basis and shall be payable within 30 days of receipt.
- Any additional charges must be pre-approved in writing by PPC.

5. Contractor's Obligations

The Contractor shall:

- Provide all necessary materials, equipment, and labour to perform the cleaning services.
- Ensure all services are performed to a high standard and in compliance with all applicable health and safety regulations.
- Maintain public liability insurance and employer's liability insurance with coverage of at least £10,000,000. Proof of insurance must be provided to PPC upon request.
- Ensure that all employees are appropriately trained and comply with relevant legislation.

6. Council's Obligations

PPC shall:

- Provide the Contractor with access to the sites.
- Notify the Contractor promptly of any issues or additional requirements.
- Pay invoices in accordance with the payment terms outlined in this Agreement.

7. Performance Standards and Inspections

- The Contractor's performance will be monitored regularly by PPC.
- PPC reserves the right to conduct inspections of the sites to ensure compliance with the agreed-upon standards.
- If the Contractor fails to meet the required standards, PPC may issue a written notice requesting remedial action within a specified timeframe.

8. Termination

This Agreement may be terminated:

- By either party under the break clause after one year with three months' written notice.
- By PPC, immediately, if the Contractor breaches any material term of this Agreement and fails to rectify the breach within 14 days of receiving written notice.
- By mutual agreement, in writing, between PPC and the Contractor.

9. Indemnity The Contractor shall indemnify and hold harmless PPC from and against any and all claims, damages, liabilities, and expenses arising out of or in connection with the Contractor's performance of its obligations under this Agreement.

10. Confidentiality The Contractor agrees to maintain the confidentiality of all information received from PPC in connection with this Agreement and shall not disclose such information to any third party without PPC's prior written consent.

11. Force Majeure Neither party shall be liable for any delay or failure to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, or government actions.

12. Governing Law This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

13. Entire Agreement This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and representations.

14. Amendments Any amendments to this Agreement must be made in writing and signed by both parties.

15. Notices All notices under this Agreement shall be in writing and sent to the addresses of the respective parties as set forth below:

- Perranzabuloe Parish Council: Chyanhale, Ponsmere Valley, Perranporth, TR6 0DB
- Contractor: [ADDRESS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Signed for and on behalf of Perranzabuloe Parish Council

Name: _____

Title: _____

Signature: _____

Date: _____

Signed for and on behalf of [CONTRACTOR'S NAME]

Name: _____

Title: _____

Signature: _____

Date: _____

SCHEDULE A:

The Contractor will be responsible for carrying out all the services described in the specification and all other services ancillary to these and consistent with the Contractor being responsible for maintaining the properties in a suitable condition as stated within the specification.

1. The Core Tasks comprise of the following Works

- Entrances and exits, doors, door handles, windows
- External areas immediately adjacent to the site
- Windows
- Walls, woodwork, ceilings, sockets, skirting boards, ledges, switches panels
- Floors
- Cubicles
- Urinals
- Sinks, basins, taps, splashbacks and tiles
- Toilet pans
- Toilet seats
- Soap dispensers and wallgates (wash stations)
- Hand dryers (and paper towel dispensers)
- Hot water heaters
- Pipes, cisterns
- Baby Changing Units/adult changing benches
- Radiators
- Mirrors
- Low level light fittings
- Bins and waste removal (excluding sanitary waste)

2. The contract scope excludes the following services

- Sanitary Waste Removal
- Additional Sites
- Ad Hoc Cleaning

3. Graffiti and Chewing gum removal

Both inside and on the exterior walls of the facilities the Contractor shall be responsible for graffiti removal where the graffiti accounts for less than one square metre and for all chewing gum removal. Larger areas shall be reported to the Clerk who will arrange for the Grounds Maintenance staff to remove it.

4. Working Hours

The Contractor shall ensure that all sites and all facilities within each individual site are cleaned three times a week (Monday, Wednesday and Saturday) during

the opening times, in accordance with the seasonal opening hours and to the standards required. The opening hours of all sites shall be 7.30am to 8.30pm in the Summer months (April 1st to September 30th) and in the Winter season (October 1st to March 31st) 8.30am to 5.30pm. The Contractor shall be required to work on site during these hours each day. It is expected that each site will take a minimum of 1hr to clean per visit.

Intervals are specified but the exact timing at each site shall be at the Contractor's discretion, save that they shall satisfy the cleaning and security schedules in full as set out in this specification and shall be agreed with the Clerk, prior to the commencement of the contract.

5. Access Vehicular

Access to some of the sites is difficult. The Contractor is expected to anticipate access arrangements and factor into their pricing the narrowness, layout and pedestrian footfall of the streets, including the size of vehicles to be deployed, parking provision and travelling times between sites at peak visitor times. It is the responsibility of the Contractor to be cognisant of the access to each location and any other problems affecting access.

6. Safety, Health & Welfare

The Contractor will ensure that all activities under the service scope are carried out in accordance with the requirements of UK legislation, in particular, but not limited to:

- (i) Health & Safety at Work Act 1974
- (ii) Management of Health & Safety at Work 1999
- (iii) Provision & Use of Work Equipment Regulations 1998 (PUWER)
- (iv) Care of Substances Hazardous to Health 2002 (COSHH)
- (v) Supply of Machinery Regulations (2008)
- (vi) Personal Protective Equipment Regulations 2016/425, Personal Protective Equipment (Enforcement) Regulations 2018 and Personal Protective Equipment at Work Regulations 1992

The Contractor shall confirm that they comply with other acts, orders, regulations and codes of practice relating to health and safety in the UK which may apply to equipment, materials or staff and other persons working in the performance of the contract, in addition to PPC's health and safety policy. All sub-contractors will also be required to confirm compliance.

7. Risk Assessment

Following contract award but prior to the commencement date of the contract and any work being carried out at any of PPC's premises, the Contractor shall

submit a Risk Assessment and Methods Statement (RAMS) for the proposed work, to be approved by the Clerk.

8. Lone Working

Due to the dispersed nature of the sites and the limited mobile network and Wifi signal in the villages, the Contractor is expected to assess the risks of lone working and have suitable management arrangements, policies and procedures in place for dealing with this. This should include training and measures on dealing with workplace harassment and violence.

9. Safe Working Practices

The Contractor should inform PPC of any unsafe feature or any matter of cause of public concern at any location at which the services are being provided by telephone as soon as is practicable. The Contractor shall confirm these details in writing (preferably email) within 24 hours of becoming aware of them.

The operatives shall wear appropriate PPE equipment at all times.

The Contractor shall ensure that all operatives comply with the COSHH regulations at all times

It is the Contractor's responsibility to erect British Standard warning signs at each work site during the course of their duties and whilst any surface remains wet.

10. Accident Reporting

In the event of an accident, incident, potentially dangerous or dangerous occurrence involving an employee, contractor or member of the public, the Contractor will inform the Office by telephone as soon as possible and will prepare a report which will be sent to the Clerk within 48 hours of the occurrence.

11. Staff and Operatives

Contractors shall provide to PPC an organisational structure document with details of all employees and sub-contractors involved in the delivery of the contract, together with their contact details whilst on duty or on call and their training records. All operatives shall be suitably qualified and appropriately trained.

The Contractor and its operatives must wear uniform and visible ID at all times
No eating, smoking, or vaping is permitted at any sites

12. Transmittable Disease Control

In addition to appropriate PPE, the Contractor shall have in place a range of measures for managing the risks associated with transmittable diseases up to and including vaccination.

13. Gender of Workers and Availability of Public Facilities During Cleaning

The Contractor may employ staff of any gender to carry out the specified work. Care shall be exercised at all times, to ensure that no undue embarrassment or distress occurs where operatives are used to clean a facility which may be for another gender. The contractor shall be expected to display clear signs notifying customers that operatives of a specific gender are working on site.

Where separate facilities exist for disabled persons, the Contractor shall ensure that such facilities are available for use by able-bodied people of any gender when their particular facility is closed for cleaning. Generally, when circumstances allow, the door to the particular part of the building should be locked to prevent public access when cleaning is taking place.

14. Signs During Cleaning

Where access to a building or part thereof is barred during the cleaning operation, a professionally made plastic sign 600 mm x 300 mm high shall be provided by the Contractor and displayed in the appropriate place and shall read:- "CLOSED FOR CLEANING". If, because of exceptional pressure on the toilets, cleaning is carried out while the building remains in use, appropriate, professionally made signs should be displayed to alert people to the presence of cleaning staff and their gender and the possibility of hazards related to the cleaning process.

15. Information Signs

PPC will be responsible for providing information signs advising the public whom to contact with regard to complaints, compliments and comments about the cleanliness and general environment of the toilets.

16. Attendance Sheets Regarding Visits

The Contractor shall be responsible for providing, at each site, a public, up-to date display of the date and time when cleaning last took place and by whom the cleaning was done. Additionally, for each site, a record should be kept for each month showing the date and time of each clean and signed by the staff member involved in that shift. Such records will be made available to PPC on request.

17. Safeguarding

The contractor shall ensure that all operatives working on this contract are suitably vetted. Vetting shall be compliant with the requirements specified in the

Cabinet Office Baseline Personnel Security Standard. Should the Contractor become aware, during the vetting process or at any other time during the contract, that an individual fails the baseline vetting checks, they will escalate this to the Clerk for review and risk assessment.

18. Emergency Contacts

The Contractor will be expected to provide dedicated on-call telephone numbers of staff who are available on an emergency rota to be called out, as necessary. These shall be supplied to PPC, and any changes or amendments shall be notified as soon as possible.

19. Environmental Sustainability

The Contractor shall commit to working in accordance with PPC's environmental sustainability objectives. These include, but are not limited to:

- Reducing waste and energy usage wherever possible
- The trialling and introduction of new products and chemicals to reduce the use of substances which are potentially harmful to health and wildlife
- Working with PPC to eliminate avoidable non-recyclable waste
- Confirmation that no single use plastics will be supplied as part of the contract.

20. Precautions to Prevent Nuisance

The Contractor shall take all reasonable precautions to prevent nuisance from water, smoke, noise, dust, rubbish, fumes, chemicals and other elements during the provision of this service under the Contract.

The Contractor shall take all reasonable precautions during the carrying out of any service under this Contract to prevent damage to property and shall be held responsible for any damage resulting from the services and shall make good such damage at its own expense.

21. Prevention of Pollution

The Contractor shall take all reasonable precautions to prevent pollution of the atmosphere, waterways, rivers, seas and properties by discharge of deposits of liquids, solids or gases associated with the delivery of this contract and will be held responsible for any damage caused by such discharge or deposit. The cost of rendering harmless or removing the discharge or deposit will be borne by the Contractor.

22. Tools, Plant and Materials

The Contractor shall provide all equipment, chemicals, vehicles and machinery necessary for the proper execution of the services and clear away on completion. Equipment and chemicals should at all times be used in the correct manner and

suitable for the correct purpose. Any equipment shall be satisfactorily maintained and insured and records of maintenance shall be made available for inspection. Equipment and materials used to fulfil the contract shall be less than 12 months old (except in the case of larger equipment). All equipment must meet minimum British standards, and all cleaning equipment shall be cleaned, dried and safely stored after use.

23. Compatibility of Products

The Contractor must ensure that all products and equipment used in the performance of the Contract are compatible with each other and with the surfaces to which they are applied and are only used according to the manufacturer's guidance. Any damage caused to PPC's property as a result of failing to observe this clause will be repaired or replaced by the Contractor at its expense. Any injuries caused to persons, pets etc by a similar failure will be entirely the responsibility of the Contractor.

24. Reinstatement of Damage

The Contractor shall repair/replace any equipment, property, vehicles etc. damaged at any location as a result of its operations. Reinstatement of the damage shall be to the satisfaction of PPC and entirely at the Contractor's expense.

25. Record Keeping

The Contractor shall ensure appropriate record keeping systems are in place. PPC will require a recording of contractor attendance on each site and the times.

26. Performance Management and Monitoring

PPC reserves the right to monitor any part of the contract standards and issue warning or default notices in way of liquidated damages if the Contractor fails to meet with contract standards or any part of the contract conditions. For example, the monitoring system will include an inspection of the following:

- The number of operatives on site and rota
- The quality of materials used
- Adherence to the cleaning standard
- That the frequency and availability requirements are being met
- That health and safety requirements are met Performance will be measured through the following:
- A six-monthly review meeting between PPC and the Contractor
- An annual review of Key Performance Indicators and at contract break points. (A copy of the proposed KPIs is attached at Appendix 3)
- Quality checks

- Random quality checks will be conducted by PPC to ensure all aspects of the work performed by the Contractor are carried out to the required standard. On a quarterly basis, the Contractor will carry out joint inspections with the Assistant Clerk and/or councillors