

CONTRACT FOR CLEANING SERVICES AT MANDEVILLE SCHOOL

THIS CONTRACT IS DATED ..*****Insert Date, in manuscript, the School Signed the Contract Here*****

Parties

- 1) MANDEVILLE SCHOOL ("the School"); and
- 2) *****enter company name and registered number*** whose registered office is at ***enter the full address*** ("the Contractor")**

Recitals

The Contractor has agreed to provide cleaning services on the terms and conditions set out in this Contract.

The School's reference number for this Contract is MANCL03

1 Interpretation

1.1 In this Contract the following words shall mean:-

"the Services"	the services to be performed by the Contractor as described in Schedule 1;
"the Contract Manager"	The Facilities Manager, Mandeville School, Horsenden Lane North, Greenford, Middlesex UB6 0PA.
"the Contractors Contract Manager"	*** name of the Contractors Contract Manager***
"Confidential Information"	means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party.
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;

"School's Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the School, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
"Property"	means the property, other than real property, issued or made available to the Contractor by the School in connection with the Contract.
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

1.2 References to "Contract" mean this contract (and include the Schedules). References to "Clauses" and "Schedules" mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.

1.3 Reference to the singular include the plural and vice versa and references to any gender include both genders. References to a person include any individual, firm, unincorporated association or body corporate.

2 Commencement and Continuation

The Contractor shall commence the Services on ***enter start date*** and, subject to Clause 10.1 shall complete the Services on or before ***enter end date***

3 Contractor's Obligations

- 3.1 The Contractor shall promptly and efficiently complete the Services in accordance with the provisions set out in Schedule 1.
- 3.2 The Contractor shall comply with the accounting and information provisions of Schedule 2.
- 3.3 The Contractor shall comply with all statutory provisions including all prior and subsequent enactments, amendments and substitutions relating to that provision and to any regulations made under it.

4 School's Obligations

The School will comply with the payment provisions of Schedule 2 provided that the School has received full and accurate information and documentation as required by Schedule 2 to be submitted by the Contractor for work completed to the satisfaction of the School.

5 Changes to the School's Requirements

- 5.1 The School shall notify the Contractor of any material change to the School's requirement under this Contract.
- 5.2 The Contractor shall use its best endeavours to accommodate any changes to the needs and requirements of the School provided that it shall be entitled to payment for any additional costs it incurs as a result of any such changes. The amount of such additional costs to be agreed between the parties in writing.

6 Management

- 6.1 The Contractor shall promptly comply with all reasonable requests or directions of the Contract Manager in respect of the Services.
- 6.2 The Contractor shall address any enquiries about procedural or contractual matters in writing to the Contract Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recitals to this Contract.

7 Contractor's Employees and Sub-Contractors

- 7.1 Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 7.2 The Contractor shall take all reasonable steps to satisfy itself that its employees or sub-contractors (or their employees) are suitable in all respects to perform the Services.

- 7.3** The Contractor shall immediately notify the School if they have any concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract.
- 7.4** The Contractor, its employees and sub-contractors (or their employees), whilst on School premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.
- 7.5** The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Services, in accordance with the School's reasonable security requirements as required from time to time.

8 Copyright

Copyright in all reports and other documents and materials arising out of the performance by the Contractor of their duties under this Contract are to be assigned to and shall vest in the School absolutely. This condition shall apply during the continuance of this Contract and after its termination howsoever arising.

9 Warranty and Indemnity

- 9.1** The Contractor warrants to the School that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the School to expect in all the circumstances. The School will be relying upon the Contractor's skill, expertise and experience in the performance of the Services and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Services and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming a part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.
- 9.2** Without prejudice to any other remedy, if any part of the Services is not performed in accordance with this Contract then the School shall be entitled, where appropriate to:
- 9.2.1** require the Contractor promptly to re-perform or replace the relevant part of the Services without additional charge to the School; or
- 9.2.2** assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.
- 9.3** The Contractor shall be liable for and shall indemnify the School in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the School or otherwise arising out of or in the course of or caused by the provision of the Services.

- 9.4** The Contractor shall be liable for and shall indemnify the School against any expense, liability, loss, claim or proceedings arising as a result of or in connection with any breach of the terms of this Contract or otherwise through the default of the Contractor
- 9.5** All property of the Contractor whilst on the School's premises shall be there at the risk of the Contractor and the School shall accept no liability for any loss or damage howsoever occurring to it.
- 9.6** The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the School, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

10 Termination

- 10.1** This Contract may be terminated by either party giving to the other party at least 30 days' notice in writing.
- 10.2** In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.
- 10.3** In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.
- 10.4** This Contract may be terminated by the School with immediate effect by notice in writing if at any time:-
- 10.4.1** the Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or
- 10.4.2** a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or
- 10.4.3** the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or
- 10.4.4** the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986.
- 10.4.5** there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a change in the control of the Contractor, unless the Contractor has previously notified the School in writing. For the

purpose of this Sub-Clause 10.4.5 “control” means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power.

- 10.4.6** the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct
 - 10.4.7** the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business;
 - 10.4.8** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to the payment of Social Security contributions;
 - 10.4.9** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to payment of taxes;
 - 10.4.10** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the School in or pursuant to this Contract.
- 10.5** Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

11 Status of Contractor

- 11.1** In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the School.
- 11.2** The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the School.

12 Confidentiality

- 12.1** Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
 - 12.1.1** treat the other party's Confidential Information as confidential and safeguard it accordingly; and
 - 12.1.2** not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 12.2** Clause 12 shall not apply to the extent that:
 - 12.2.1** such disclosure is a requirement of Law placed upon the party making the

disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to Clause 13 (Freedom of Information);

- 12.2.2** such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 12.2.3** such information was obtained from a third party without obligation of confidentiality;
 - 12.2.4** such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
 - 12.2.5** it is independently developed without access to the other party's Confidential Information.
- 12.3** The Contractor may only disclose the School's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Project and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 12.4** The Contractor shall not, and shall ensure that the Contractor Personnel do not, use any of the School's Confidential Information received otherwise than for the purposes of this Contract.
- 12.5** The Contractor shall ensure that their employees, servants or such professional advisors or consultants are aware of the Contractor's obligations under this Contract.
- 12.6** Nothing in this Contract shall prevent the School from disclosing the Contractor's Confidential Information:
- 12.6.1** for the purpose of the examination and certification of the School's accounts; or
 - 12.6.2** for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the School has used its resources.
- 12.7** The School shall use all reasonable endeavours to ensure that any employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 12 is made aware of the School's obligations of confidentiality.
- 12.8** Nothing in this clause 12 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

13 Freedom of Information

13.1 The Contractor acknowledges that the School is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the School to enable the School to comply with its information disclosure obligations.

13.2 The Contractor shall and shall procure that its Sub-contractors shall:

13.2.1 transfer to the School all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

13.2.2 provide the School with a copy of all Information in its possession, or power in the form that the School requires within five Working Days (or such other period as the School may specify) of the School's request; and

13.2.3 provide all necessary assistance as reasonably requested by the School to enable the School to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

13.3 The School shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

13.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the School.

13.5 The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the School may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Project:

13.5.1 in certain circumstances without consulting the Contractor; or

13.5.2 following consultation with the Contractor and having taken their views into account;

provided always that where 13.5.1 applies the School shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

13.6 The Contractor shall ensure that all Information is retained for disclosure and shall permit the School to inspect such records as requested from time to time.

14 Access and Information

The Contractor shall provide access at all reasonable times to the School's

internal auditors or other duly authorised staff or agents to inspect such documents as the School considers necessary in connection with this Contract and where appropriate speak to the Contractors employees.

15 Transfer of Responsibility on Expiry or Termination

15.1 The Contractor shall, at no cost to the School, promptly provide such assistance and comply with such timetable as the School may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or other termination of this Contract. The School shall be entitled to require the provision of such assistance both prior to and, for a reasonable period of time after the expiry or other termination of this Contract.

15.2 Such assistance may include (without limitation) the delivery of documents and data in the possession or control of the Contractor which relate to this Contract, including the documents and data, if any, referred to in the Schedule.

15.3 The Contractor undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the School to ensure an orderly transfer of responsibility.

16 Amendment and variation

No amendment or variation to this Contract shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto. The Contractor shall comply with any formal procedures for amending or varying contracts which the School may have in place from time to time.

17 Assignment and Sub-contracting

The benefit and burden of this Contract may not be assigned or sub-contracted in whole or in part by the Contractor without the prior written consent of the School. Such consent may be given subject to any conditions which the School considers necessary. The School may withdraw its consent to any sub-contractor where it no longer has reasonable grounds to approve of the sub-contractor or the sub-contracting arrangement and where these grounds have been presented in writing to the Contractor.

18 The Contract (Rights of Third Parties) Act 1999

This Contract is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person not a party to the Contract.

19 Waiver

No delay by or omission by either Party in exercising any right, power, privilege or remedy under this Contract shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

20 Notices

Any notices to be given under this Contract shall be delivered personally or sent by post or by facsimile transmission to the Contract Manager (in the case of the School) or to the address set out in this Contract (in the case of the Contractor). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, 48 hours after posting or, if sent by facsimile transmission, 12 hours after proper transmission.

21 Dispute resolution

- 21.1** The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract.
- 21.2** Any dispute not capable of resolution by the parties in accordance with the terms of Clause 21 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
- 21.3** No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to commence court proceedings/arbitration.

22 Recycled Paper

The Contractor shall ensure that all paper used in the production of reports, documents and other materials arising out of the performance by the Contractor of their duties under this Contract consists of a minimum of 60% recycled content of which 75% is post-consumer waste.

23 Discrimination

- 23.1** The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.
- 23.2** The Contractor shall take all reasonable steps to secure the observance of Clause 23.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

24 Law and Jurisdiction

This Contract shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts.

As witness the hands of the parties

Authorised to sign for and on
behalf of the School

Authorised to sign for and on
behalf of Contractor***

Signature

Signature

Name in CAPITALS

Name in CAPITALS

Position in Organisation

Position in Organisation

Address in full

Address in full

Date

Date

Schedule 1

1 Background

- 1.1 The School requires cleaning services to be undertaken to a high level during term-time, deep cleans and other occasions as agreed.

2 Aim

- 2.1 The Contractor shall use all reasonable endeavours to achieve the following aims:

- Provide a clean school environment to clinical standards in conformance with The Specification and requirements within the Mandeville School Cleaning Services Tender document dated November 2015.

3 Objectives

- 3.1 The Contractor shall use all reasonable endeavours to achieve the following objectives:

- Take ownership of high standards of performance and complete the required cleaning services as per the task and frequency matrix document and additional cleaning works as agreed with The School.
- Raise supervision and communication within the contract to pro-active levels and provide effective customer feedback reporting.
- Deploy safe systems of work and ensure high levels of health and safety.
- Observe best value for money practices

4 Methodology

The Contractor shall perform the tasks detailed in the Specification and Task and Frequency Matrix, to a pattern of work and with resources as proposed by the contractor and agreed with Mandeville School. The Specification and Task and Frequency Matrix is included within the Invitation to Tender for Cleaning Services dated November 2015.

Schedule 2

1 Table

To show periodic contractual payment values and invoice dates ***subject to staff non-attendance deductions.***

Task	Cost	Total	Invoice date
Month 1 payment			
Month 2 payment			
Month 3 payment			
Month 4 payment			
Month 5 payment			
Month 6 payment			
Month 7 payment			
Month 8 payment			
Month 9 payment			
Month 10 payment			
Month 11 payment			
Month 12 payment			
Month 13 payment			
Month 14 payment			
Month 15 payment			
Month 16 payment			
Month 17 payment			
Month 18 payment			
Month 19 payment			
Month 20 payment			
Month 21 payment			
Month 22 payment			
Month 23 payment			
Month 24 payment			
Grand Total (excluding VAT)			

The above prices are exclusive of VAT

- 2 The Contractor shall maintain full and accurate accounts for the Service against the expenditure headings in the Table. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.
- 3 The Contractor shall permit duly authorised staff or agents of the School or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the account if required. The School reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the School's resources in the performance of this Contract.

- 4 Invoices shall be prepared by the Contractor on a monthly basis on the invoice dates specified in the Table above in arrears and shall be detailed against the expenditure headings set out in the Table. The Contractor or his or her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Service in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the School within the terms of another contract.

Choose the appropriate Clause 5 for when you are making either a single payment or several payments

- 5 Invoices shall be sent, within 7 (seven) days of the end of the relevant invoicing period to Accounts Payable, Mandeville School, Horsenden Lane North, Greenford, Middlesex UB6 0PA, quoting the Contract reference number. The School undertakes to pay correctly submitted invoices within 30 days of receipt. The School shall not be responsible for any delay in payment caused by incomplete or illegible invoices.
- 6 The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the School's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the School shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the School's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.
- 7 If this Contract is terminated by the School due to the Contractor's insolvency or default at any time before completion of the Service, the School shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Contractor before the date of termination.
- 8 On completion of the Service or on termination of this Contract, the Contractor shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Service. The final invoice shall be submitted not later than 30 days after the date of completion of the Service.
- 9 The School shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Service specified as in Schedule 1.
- 10 It shall be the responsibility of the Contractor to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the School all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the School shall have no further liability to make reimbursement of any kind.

End of Schedule 2

