Contract between

Ebbsfleet Development Corporation

and

ECMS Services Ltd

Terms and Conditions for the Purchase of Goods and Services

Supplier	ECMS Services Ltd whose company number is 6194579 and registered office is The Cottage, Hartley Bottom Road, Hartley, Kent, DA3 8LF
Commencement Date	1st April 2025
Duration	1st April 2025 – 31st March 2027. For two years, subject to earlier termination under Clause 16 of the Contract Terms and Conditions for the Supply of Goods and Services
Summary Description of the Goods and/or Services, any Service Levels and timescales for performance	Cleaning Services and Window Cleaning at The Observatory, Castle Hill Drive, Ebbsfleet, DA10 1EE *[See Appendix 2 for further details.]*
Deliverables (if any)	Regular cleaning of The Observatory
Goods and/or Services	In accordance with the Specification set out at Appendix 2
Goods and/or Services Delivery Date	Cleaning to be carried out Monday to Friday (excluding bank holidays) between the hours of 5:30pm and 7:30pm. Window cleaning times to be agreed separately.
Goods and/or Services Delivery Location	The Observatory, Castle Hill Drive, Ebbsfleet, DA10 1EE
Goods and/or Services Warranty Period	Next working day after delivery
Goods and/or Services Liquidated Damages	5% per cent of the price of the Services for each week's delay in delivery by way of liquidated damages, up to a maximum of 100% per cent of the total price of the Services

Charges and Payment Terms	When issuing any invoice to Ebbsfleet, the Supplier must:- • Quote the EDC Purchase Order on the invoice • Send the invoice by email to: [redacted] • Invoices to be raised monthly in arrears • EDC will make payments within 30 days
Liability Limits	Ebbsfleet: 100% of the Charges paid and payable under this Contract Supplier: £5 million per any single event or series of connected events
Insurance	Employers Liability insurance: limit of at least £5 million per claim/occurrence Public and Products Liability insurance: limit of at least £5 million per claim/occurrence and at least £5 million in the annual aggregate for Products liability
Termination Activities (if any)	Removal of any supplier equipment from the premises within termination period.
Notice Provisions – Contact Details	Ebbsfleet: [redacted] The Observatory, Castle Hill Drive, Ebbsfleet, DA10 1EE Supplier: [redacted] The Cottage, Hartley Bottom Road, Hartley, Kent, DA3 8LF
Appendices	Appendix 1 – Terms for the Supply of Goods and Services Appendix 2 – Goods / Services Specification

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

[redacted] .....

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

Name: [redacted]

Position: CEO

Date: 26.03.2025

[redacted] .....

For and on behalf of **ECMS Services Ltd**

Name: [redacted]

Position: Contracts Director

Date: 24/03/25

APPENDIX 1 - TERMS FOR THE SUPPLY OF GOODS AND SERVICES

1. **INTERPRETATION**

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

"**Agreement**"	means these terms, together with the Term Sheet and any appendices referred to in the Term Sheet;
"**Applicable Law**"	means all applicable laws, legislation, statutory instruments, regulations and codes from time to time in force;
"**Bribery Laws**"	means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable United Kingdom laws, legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent laws in any other relevant jurisdiction;
"**Business Day"**	any day other than a Saturday, a Sunday or a bank or public holiday in England;
"**Charges**"	means the charges payable by Ebbsfleet for the supply of the Goods and Services as set out in the Term Sheet;
"**Commencement Date**"	means the date set out in the Term Sheet;
"**Data Protection Laws**"	means all legislation and regulatory requirements in force from time to time in the UK relating to the processing of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018, (ii) the UK GDPR, (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), and (iv) and any successor UK legislation, as well as the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a Party;
"**Deliverables**"	means all documents, products and materials developed by the Supplier or its representatives in performing the Services, in any form or media;
"**Ebbsfleet**"	means EBBSFLEET DEVELOPMENT CORPORATION an urban development corporation established by the Ebbsfleet Development Corporation (Area and Constitution) Order 2015 whose office is at The Observatory, Castle Hill Drive, Castle Hill, Ebbsfleet, Kent, DA10 1EE
"**Ebbsfleet Materials**"	means any material, data or other information owned by Ebbsfleet and provided to the Supplier either pursuant to the Agreement or prior to the Commencement Date;
"**Ebbsfleet Policies**"	means the policies of Ebbsfleet which relate to the performance of the Agreement from time to time;
"**Environmental Information Regulations**"	means the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
"**FOIA**"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"**GDPR**"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and repealing Directive

	95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;
"**Greenhouse Gases (GHGs)**"	means the natural and anthropogenic gases which trap thermal radiation in the earth's atmosphere and are specified in Annex A to the Kyoto Protocol to the United Nations Framework Convention on Climate Change (UNFCCC), as may be amended from time to time, each expressed as a total in units of carbon dioxide equivalent (CO2e);
"**Goods Delivery Date**"	means the delivery date set out in the Term Sheet;
"**Goods Delivery Location**"	means the delivery location set out in the Term Sheet;
"**Goods Specification**"	means the specification for the Goods set out at Appendix 2 to the Term Sheet, including any related designs, plans and drawings;
"**Goods**"	means the goods set out in the Term Sheet;
"**Group**"	means any company which is for the time being a subsidiary or the holding company of a Party, and any subsidiary of such holding company, "subsidiary" and "holding company" both being as defined in section 1159 of the Companies Act 2006;
"**Information**"	has the meaning given under section 84 of the FOIA;
"**Intellectual Property Rights**"	means copyright and related rights, patents, trademarks, service marks, business names and domain names, design rights, rights in get-up, goodwill and the right to sue for passing off, database rights, semiconductor typography rights, trade secrets, rights to use and protect the confidentiality of confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including any applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, the foregoing and all similar or equivalent rights which subsist or will subsist now or in the future anywhere in the world;
"**Liquidated Damages**"	means liquidated damages payable for late delivery as set out in the Term Sheet (if any);
"**MSA**"	means the Modern Slavery Act 2015 and/or any similar or equivalent Applicable Law in any other relevant jurisdiction;
"**MSA Offence**"	has the meaning given in Clause 11.1;
"**Net Zero Target**"	means the goal of achieving by 2030 a balance between a party's emissions and removals of GHGs aligned with the three goals set out in Articles 2.1 and 4.1 of the UNFCCC's Paris Agreement;
"**Party**"	means each of Ebbsfleet and the Supplier (and together, Ebbsfleet and the Supplier are the "**Parties**");
"**Regulator**"	means any court, governmental body or regulatory or supervisory authority having authority over all or any part of the Goods or Services being provided under the Agreement, Ebbsfleet or any member of Ebbsfleet's Group;
"**Reporting Standard**"	means: (a) in relation to Scope 1, 2 and 3 Emissions of organisations and supply chains, The Greenhouse Gas Protocol: A Corporate Accounting and Reporting Standard, Revised Edition 2015 (including the Scope 2 Guidance and Scope 3 Supplement), as updated from time to time; and (b) in relation to the Scope 1, 2 and 3 Emissions of

	projects, product and services, the GHG Protocol Product Life Cycle Accounting and Reporting Standard, as updated from time to time; or (c) such other standard as agreed by the parties from time to time in writing;
"**Request for Information**"	has the meaning set out in the FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "request" shall apply);
"**Scope 1, 2 and 3 Emissions**"	means the three classifications of emissions of GHGs in the Reporting Standard;
"**Services**"	means the services set out in the Term Sheet;
"**Supplier**"	means the supplier identified in the Term Sheet;
"Supplier Personnel"	means all employees, officers, staff, other workers, agents and consultants of the Supplier or the Supplier's Group and any of their subcontractors who are engaged in the supply of the Goods and/or Services from time to time;
"**Term Sheet**"	means the term sheet to which these terms for the supply of Goods and Services are appended and which sets out the project specific details; and
"**Total Emissions**"	means the sum of the Supplier's Scope 1, 2 and 3 Emissions, in each case arising out of the performance of its obligations under this Agreement during the relevant Reporting Period;
"**Warranty Period**"	means the warranty period set out in the Term Sheet.

1.2 Any reference to any statute, instrument, directive or statutory provision shall be construed as a reference to the same as from time to time amended, modified, replaced or re-enacted.

1.3 If there is any conflict or inconsistency between the documents forming the Agreement, the documents shall have priority in the following order:-

1.3.1 the Term Sheet;

1.3.2 these Terms for the Supply of Goods and Services; and

1.3.3 any other Appendix.

2. SUPPLY OF SERVICES

2.1 The Supplier shall, from the Commencement Date and for the duration of the Agreement, provide the Services in accordance with the Agreement.

2.2 The Supplier shall meet any performance dates for the Services specified in the Term Sheet and time for performance of the Services by the Supplier is of the essence.

2.3 In providing the Services, the Supplier shall:-

2.3.1 co-operate with Ebbsfleet and comply with all instructions of Ebbsfleet;

2.3.2 perform the Services with reasonable care and skill in accordance with generally recognised commercial practices and standards in the industry for similar services;

2.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them;

2.3.4 ensure that the Services and Deliverables conform with all descriptions and specifications set out in the Term Sheet and are fit for any purpose made known by Ebbsfleet;

2.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;

2.3.6 obtain and at all times maintain all necessary licences and consents to provide the Services, and comply with all Applicable Laws;

2.3.7 comply with all Ebbsfleet Policies, health and safety rules and regulations and any other security requirements which are notified to it by Ebbsfleet; and

2.3.8 hold all Ebbsfleet Materials in safe custody at its own risk, maintain the Ebbsfleet Materials in good condition until returned to Ebbsfleet, and not dispose or use the Ebbsfleet Materials other than in accordance with Ebbsfleet's written instructions or authorisation.

2.4 Title in all Deliverables shall pass to Ebbsfleet as and when paid for or delivered (whichever is earlier) save that risk in Deliverables which are being installed as part of the Services shall pass as and when the Deliverables are installed (where relevant) and/or under Ebbsfleet's control.

2.5 The Supplier warrants that the Deliverables shall, for a period of 3 months after they have been put into service/been used in the performance of the Services (whichever is later) conform in all respects with the agreed specification and the Agreement, be free from defects in materials and workmanship and also be fit for the Ebbsfleet purpose made known to the Supplier.

2.6 The Supplier warrants and represents on an ongoing basis that:-

2.6.1 the Services will be performed in such a way as not to cause any fault or malfunction in any systems or software of Ebbsfleet and so as not to cause any interruption to the business processes of Ebbsfleet (other than any agreed and unavoidable interruption which is required in order to perform the Services in accordance with the Agreement);

2.6.2 it will not introduce any viruses onto Ebbsfleet's systems while performing the Services; and

2.6.3 if any software is being provided to Ebbsfleet as part of the Services, that:-

(a) the software and the media on which it is delivered will be free from viruses and other malicious code;

(b) the media on which the software is delivered will be free from defects; and

(c) it has not included or used any open source software or any libraries or code licensed from time to time under the General Public Licence (as those terms are defined by the Open Source Initiative or the Free Software Foundation) or anything similar in, or in the development of, the software, nor does the software operate in such a way that is it compiled with or linked to any of the foregoing.

3. SUPPLY OF GOODS

3.1 The Supplier shall supply the Goods to Ebbsfleet in accordance with the Agreement.

3.2 The Supplier shall ensure that the Goods:-

3.2.1 correspond with their description and any applicable Goods Specification;

3.2.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier and/or made known to the Supplier by Ebbsfleet, expressly or by implication, and in this respect Ebbsfleet relies on the Supplier's skill and judgment;

3.2.3 be free from defects in design, materials and workmanship and remain so for the Warranty Period; and

3.2.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.3 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement in respect of the Goods.

3.4 Ebbsfleet shall have the right to inspect and test the Goods at any time before delivery.

3.5 If following such inspection or testing Ebbsfleet considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Clause 3.1, Ebbsfleet shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.6 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Agreement, and Ebbsfleet shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. DELIVERY OF GOODS

4.1 The Supplier shall ensure that:-

4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and

4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date Ebbsfleet placed the order, the order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

4.2 The Supplier shall deliver the Goods:-

4.2.1 on the Goods Delivery Date and time shall be of the essence in this regard;

4.2.2 to the Goods Delivery Location, or such other location as instructed by Ebbsfleet before delivery; and

4.2.3 during Ebbsfleet's normal hours of business on a Business Day, or as instructed by Ebbsfleet,

4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Goods Delivery Location.

4.4 The Supplier shall not deliver the Goods in instalments without Ebbsfleet's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Ebbsfleet to the remedies set out in Clause 5.1.

4.5 Title and risk in the Goods shall pass to Ebbsfleet on completion of delivery.

5. EBBSFLEET REMEDIES

5.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date and/or in accordance with the Agreement, Ebbsfleet shall, without limiting its other rights or remedies, have one or more of the following rights:-

5.1.1 to terminate the Agreement with immediate effect by giving written notice to the Supplier and without liability to the Supplier;

5.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;

5.1.3 to recover from the Supplier any costs incurred by Ebbsfleet in obtaining substitute goods and/or services from a third party;

5.1.4 where Ebbsfleet has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and

5.1.5 to be indemnified for any additional costs, loss or expenses incurred by Ebbsfleet which are in any way attributable to the Supplier's failure to meet such dates or otherwise comply with the Agreement.

5.2 Without prejudice to Clause 5.1, if the Goods are not delivered by the Goods Delivery Date, Ebbsfleet may, at its option, claim or deduct Liquidated Damages.

5.3 If the Supplier has delivered Goods that do not comply with the undertakings set out in Clause 3, then, without limiting its other rights or remedies, Ebbsfleet shall have one or more of the following rights, whether or not it has accepted the Goods:-

5.3.1 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;

5.3.2 to terminate the Agreement with immediate effect by giving written notice to the Supplier;

5.3.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

5.3.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

5.3.5 to recover from the Supplier any expenditure incurred by Ebbsfleet in obtaining substitute goods from a third party; and

5.3.6 to be indemnified for any additional costs, loss or expenses incurred by Ebbsfleet arising from the Supplier's failure to supply Goods in accordance with Clause 3.

5.4 The Agreement shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

5.5 Ebbsfleet's rights under the Agreement are in addition to its rights and remedies implied by statute and common law.

6. EBBSFLEET'S OBLIGATIONS

Ebbsfleet shall provide the Supplier with reasonable access at reasonable times to those premises required for the performance of the Services and such assistance and information as the Supplier may reasonably request and Ebbsfleet considers reasonably necessary for the purpose of providing the Services.

7. CHARGES AND PAYMENT

7.1 The Charges shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Goods and Services and shall be invoiced at the intervals set out in the Term Sheet. Each invoice shall include such supporting information required by Ebbsfleet to verify the accuracy of the invoice and comply with the invoicing requirements in the Term Sheet.

7.2 Unless stated otherwise in the Term Sheet, Ebbsfleet shall pay the undisputed invoiced amounts within 30 days of the date of an invoice properly raised in accordance any formalities set out in the Term Sheet.

7.3 If Ebbsfleet disputes any element of an invoice issued by the Supplier, the Supplier shall issue a credit note for that invoice and raise a revised invoice for the undisputed element. Ebbsfleet shall pay the revised invoice in accordance with the Agreement.

7.4 If Ebbsfleet fails to pay any undisputed amount due under the Agreement (other than due to a bona fide dispute as to payment), the Supplier shall have the right to charge interest on the overdue amount at the rate of 2% per cent per annum above the Bank of England base rate from time to time, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

7.5 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow Ebbsfleet to inspect such records at all reasonable times on request for the term of the

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

8. **INTELLECTUAL PROPERTY RIGHTS**

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

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

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

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

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

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

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

8.8 All Ebbsfleet Materials are the exclusive property of Ebbsfleet.

9. **DATA PROTECTION**

9.1 For the purpose of this Clause 9, "**Controller**", "**Process**", "**Processing**", and "**Personal Data**" shall have the meanings given to them in the Data Protection Laws.

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

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

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

10. **CONFIDENTIALITY AND FREEDOM OF INFORMATION**

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

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

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

10.2.2 as may be required by law, court order or any governmental or regulatory authority.

10.3 The Supplier shall only use data supplied to it by or on behalf of Ebbsfleet for the purposes of performing the Agreement and shall not alter or delete it without Ebbsfleet's consent. The Supplier shall comply with any IT and data security requirements notified to it by Ebbsfleet from time to time.

10.4 The Supplier shall indemnify and keep Ebbsfleet indemnified from and against any and all losses, costs, expenses, claims and other liabilities incurred by Ebbsfleet as a result of any breach of Clause 10.3 by the Supplier.

10.5 The Supplier shall, at any time on the request of Ebbsfleet, return all confidential information and/or data to Ebbsfleet and/or permanently delete the same (where possible) from its systems, including any back up copies.

10.6 The Supplier shall notify Ebbsfleet within 48 hours of receiving a Request for Information.

10.7 As soon as reasonably practicable and in any event within 5 Working Days of a request from Ebbsfleet, the Supplier shall provide all necessary assistance and cooperation as reasonably requested by Ebbsfleet to enable Ebbsfleet to comply with its obligations under the FOIA and Environmental Information Regulation.

10.8 The Supplier acknowledges that Ebbsfleet may be required under the FOIA and Environmental Information Regulations to disclose Information without consulting or obtaining consent from the Supplier. Ebbsfleet shall take reasonable steps to notify the Supplier of a Request for Information to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Authority shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations.

11. MODERN SLAVERY

11.1 The Supplier undertakes, warrants and represents that:

11.1.1 neither it nor any of the Supplier Personnel:

(a) have committed an offence under the MSA (an "**MSA Offence**"); or

(b) have been notified that they are subject to an investigation relating to an alleged MSA Offence or prosecution under the MSA; or

(c) are aware of any circumstances within their supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the MSA; and

11.1.2 it will comply with the MSA.

11.2 Any breach by the Supplier of this Clause 11 will constitute a material breach which is incapable of remedy and Ebbsfleet will have the right to terminate the Contract immediately in accordance with Clause 16.

12. ANTI-BRIBERY

12.1 Both Parties shall comply with all Bribery Law. Neither Party shall place the other in breach of the Bribery Law.

12.2 Both Parties shall maintain in place throughout the term of the Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Bribery Law, and will enforce them where appropriate. Where requested, both Parties shall promptly answer reasonable enquiries relating to those policies and procedures.

12.3 The Supplier shall promptly report to Ebbsfleet any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Agreement.

12.4 The Supplier shall ensure that any of the Supplier Personnel who perform Services or provide Goods in connection with the Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Clause ("**Applicable Bribery Terms**"). The Supplier shall be responsible for the observance and performance by the Supplier Personnel of the Applicable Bribery Terms, and shall be directly liable to Ebbsfleet for any breach by such persons of any of the Applicable Bribery Terms.

12.5 Breach of this Clause shall be deemed a material breach and not capable of remedy.

12.6 For the purpose of this Clause, the defined terms shall have the meaning under the Bribery Law. In the event of any conflict or inconsistency between the Bribery Act 2010 and other Bribery Laws, the Bribery Act 2010 shall prevail.

12.7 In order to determine the Supplier's compliance with this Clause, Ebbsfleet shall have the right to inspect the Supplier's records such as travel and entertainment expenses and other disbursements incurred on behalf of Ebbsfleet or in the course of delivering the Services or providing the Goods.

12.8 Any breach by the Supplier of this Clause 11 will constitute a material breach which is incapable of remedy and Ebbsfleet will have the right to terminate the Contract immediately in accordance with Clause 16.

13. ANTI TAX EVASION FACILITATION

13.1 The Supplier will ensure that it will not by any act or omission commit, or cause, facilitate or contribute to the commission by any person of a

Corporate Failure to Prevent Offence, a UK Tax Evasion Offence, or a Foreign Tax Evasion Offence as each of those terms (and "associated with") is defined in: (i) Part 3 of the Criminal Finances Act 2017or any similar or equivalent Applicable Law in any other relevant jurisdiction, and (ii) and guidance published under the same.

13.2 The Supplier warrants and represents that neither itself, nor to the best of its knowledge, information and belief, the Supplier Personnel have:

13.2.1 been investigated in connection with, or charged with having committed or facilitated the commission of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence;

13.2.2 received any court orders, warrants, oral or written notices from a government prosecuting authority concerning any actual or alleged violation by itself or the Supplier Personnel of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence; or

13.2.3 received any report or discovered any evidence suggesting that itself or the Supplier Personnel committed or facilitated the commission of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence.

13.3 For the purpose of this Clause 13 "UK Tax Evasion Offence" and "Foreign Tax Evasion Offence" have the definitions given to them in (i) Part 3 of the Criminal Finances Act 2017 or any similar or equivalent Applicable Law in any other relevant jurisdiction, and (ii) and guidance published under the same; and "Corporate Failure to Prevent Offence" means an offence under section 45 and/or section 46 of CFA 2017 and any other Applicable Laws in relation to preventing the facilitation of tax evasion.

13.4 The Supplier will immediately notify Ebbsfleet as soon as it becomes aware of a breach or possible breach of any of the requirements in this Clause 13.

13.5 Any breach by the Supplier of this Clause 13 will constitute a material breach which is incapable of remedy and Ebbsfleet will have the right to terminate the Contract immediately in accordance with Clause 16.

14. CLIMATE CHANGE

14.1 The Supplier acknowledges and understands Ebbsfleet’s and UK Government’s Net Zero Target.

14.2 The Supplier shall perform the Services in such a manner as to reduce the Total Emissions as soon as reasonably possible in order to contribute to efforts to limit global temperature increase to 1.5 degrees Celsius above pre-industrial levels.

15. LIABILITY

15.1 Nothing in the Agreement shall limit or exclude the liability of either Party for:-

15.1.1 death or personal injury resulting from its negligence;

15.1.2 fraud or fraudulent misrepresentation;

15.1.3 any indemnities within the Agreement;

15.1.4 breach of any obligations of confidentiality owed to the other Party;

15.1.5 breach of any obligations under Clause 11; and/or

15.1.6 the deliberate default or wilful misconduct of that Party.

15.2 Subject to Clause 15.1:-

15.2.1 neither Party shall be liable, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any special, indirect or consequential damage or loss arising in connection with the Agreement; and

15.2.2 each Party's liability is limited to the amounts set out in the Term Sheet.

15.3 The Supplier shall take out and maintain the insurance policies detailed in the Term Sheet along with any other insurances required by any Applicable Law from time to time to a minimum amount as determined by Ebbsfleet from time to time. The Supplier shall provide evidence that it has done the same and paid all premiums as and when requested by Ebbsfleet.

16. TERMINATION

16.1 Without limiting its other right or remedies, Ebbsfleet may terminate the Agreement:-

16.1.1 in respect of the supply of Services, by giving the Supplier not less than seven (7) days' notice in writing, unless stated otherwise in the Term Sheet; and

16.1.2 in respect of the supply of Goods, in whole or in part at any time before delivery with immediate effect by giving written notice to the Supplier. If Ebbsfleet invokes its right under this Clause 16.1.2 it shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination (provided such costs are evidenced to the satisfaction of Ebbsfleet), but such termination shall not include loss of anticipated profits or any consequential loss.

16.2 In any of the circumstances in the Agreement in which a Party may terminate the Agreement, that Party may terminate the Agreement solely in respect of the Goods, or the Services, and the Agreement shall continue in respect of the remaining supply.

16.3 Either party may immediately terminate the Agreement without payment of compensation or other damages caused to the other solely by such termination by giving notice in writing to the

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

16.3.1 the other commits a material breach of any of its obligations under the Agreement which is incapable of remedy; or

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

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

16.4.1 the Supplier is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;

16.4.2 the Supplier becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;

16.4.3 becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;

16.4.4 becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;

16.4.5 the Supplier calls a meeting for the purpose of passing a resolution to wind itself up, or such a resolution is passed;

16.4.6 the Supplier presents, or has presented, a petition for a winding up order;

16.4.7 an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Supplier;

16.4.8 the Supplier makes any voluntary arrangement with its creditors or becomes subject to an administration order;

16.4.9 the Supplier has an administrator appointed in respect of it or is subject of an application for an administration filed at any court or a notice of intention to appoint an administrator given to any person;

16.4.10 the Supplier goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and in such manner that the company resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on that other party under the Agreement);

16.4.11 the Supplier ceases, or threatens to cease, to carry on business; or

16.4.12 the Supplier suffers or undergoes any procedure analogous to any of those specified in Clause 16.4.1 to 16.4.11 (inclusive) above or any other procedure available in the country in which the Supplier is constituted, established or domiciled;

16.4.13 takes any steps in anticipation of, or has no realistic prospect of avoiding, any event or procedure specified in Clause 16.4.1 to 16.4.12;

16.4.14 the Supplier is the subject of any change of control (as defined in section 1124 of the Corporation Taxes Act 2010);

16.4.15 the Supplier ceases to hold any required Regulator authorisation or the benefit of any licences, approvals, permissions, authorisations or consents necessary for it to comply with its obligations under the Agreement are suspended, revoked or cancelled; or

16.4.16 the Supplier (or any of its sub-contractors) does anything which in the opinion of Ebbsfleet is likely to damage it's reputation and goodwill.

17. CONSEQUENCES OF TERMINATION

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

17.1.1 any and all Ebbsfleet Materials;

17.1.2 all copies of confidential information and data provided by or on behalf of Ebbsfleet for the Agreement; and

17.1.3 all information, data and specifications, programs (including source codes) and other documentation comprised in the Deliverables and existing at the date of such termination, whether or not then complete. All Intellectual Property Rights in such materials shall automatically pass to Ebbsfleet (to the extent that they have not already done so under the other terms of the Agreement).

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

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

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

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

Agreement and who are still employed by the Supplier. This assistance shall be provided free of charge if the Agreement is terminated under Clause 17.5 or 17.6 and, in all other cases, at fees to be agreed by the Parties.

17.6 On any termination or expiry of the Agreement the accrued rights and liabilities of the Parties as at termination, and all Clauses which are expressly or by implication to survive termination or expiry, shall survive and continue.

18. **GENERAL**

18.1 Neither Party shall be liable for any delay or failure in performing its obligations under the Agreement as a result of reasons beyond its reasonable control provided that it informs the other Party as soon as possible of the event and takes all reasonable steps to resume performance of its obligations as soon as possible and to mitigate the effects of the unforeseen event.

18.2 Neither Party may assign, novate, transfer or subcontract any of its rights, benefits or obligations under the Agreement without the prior written consent of the other Party, provided that Ebbsfleet may assign, novate, transfer or subcontract its rights and obligations under the Agreement to another member of its Group.

18.3 Failure to exercise, or any delay in exercising, any right or remedy under the Agreement, or at law or equity, shall not be a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

18.4 If any provision of the Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal and enforceable.

18.5 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, make any party the agent of another Party, nor authorise any Party to enter into commitments for or on behalf of the other Party.

18.6 Each Party shall (at its own expense) promptly execute and deliver all such documents, and do all such things, and/or procure the execution and delivery of all documents and doing of all such things as required to give effect to the Agreement and the transactions contemplated by it.

18.7 A notice required to be given under the Agreement shall be in writing and shall be:-

18.7.1 delivered personally; or

18.7.2 sent by pre-paid first class post or recorded delivery; or

18.7.3 sent by commercial courier;

to the Party required to receive the notice at its address set out in the Term Sheet marked for the attention of the persons set out in the Term Sheet.

18.8 A notice shall be deemed duly received: (i) if delivered personally, when left at the address and for the contact referred to in Clause 18.8; or (ii) if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; or (iii) if delivered by commercial courier, on the date and at the time the courier's delivery receipt is signed.

18.9 The Supplier acknowledges that Ebbsfleet may appoint an auditor during the term of the Agreement and for 12 months thereafter on reasonable notice to conduct periodic audits (such periods to be determined by Ebbsfleet) of the Supplier's total provision of Goods and/or Services.

18.10 The Agreement is the entire agreement between the Parties, superseding all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to the subject matter.

18.11 A variation of the Agreement shall not be effective unless in writing and signed by both Parties (and their authorised representatives).

18.12 Only the Parties shall have any rights under or in connection with the Agreement.

18.13 This Agreement and any issues or dispute arising out of or in connection with it (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statutory regulation or otherwise) shall be construed in accordance with English law and the Parties hereby submit to the exclusive jurisdiction of the English Courts.

Appendix 2: Services Specification

Schedule 1: Services

1. General requirements

Ebbsfleet Development Corporation (EDC) requires cleaning services as set out below and that cleaning of the EDC office, meeting rooms, windows (inside and out) and common parts is carried out to an optimum performance level. Whilst the details contained in this document are an indication of the cleaning tasks, they are neither exhaustive nor finite.

During the first year of any contract award the Service Provider will in consultation with Ebbsfleet Development Corporation, review and develop the cleaning strategy for the Property.

The Service Provider should observe that contracts will be for the EDC office, meeting rooms, and common parts and that access to the building will be from 5:30pm – 7:30pm Monday to Friday. Window cleaning times to be agreed separately.

Any damage of fittings caused by the Service Provider in the building will be made good at the Service Provider's own expense.

The Service Provider shall in providing the cleaning services carry out the works in accordance with current best practice and all necessary statutory instruments. Where available the Service Provider shall take account of manufacturers recommended cleaning regimes for any surface or component part of the building.

The Service Provider shall manage and liaise with their staff or Subcontractors as appropriate. Their work should be coordinated to suit Ebbsfleet Development Corporation and the Service Provider is responsible for arranging the appropriate access requests.

All consumables provided shall be of appropriate quality and fitness for the purpose. The Service Provider shall, wherever possible, use materials that are considered "friendly to the environment" (products that inflict reduced, minimal, or no harm at all, upon ecosystems or the environment) and will be expected to demonstrate quick and simple initiatives that will reduce the environmental impact of their operations.

All equipment provided by the Service Provider for carrying out the cleaning duties should be appropriate to the task and should engender maximum efficiency. The Service Provider should be totally responsible for the fitness of all equipment used to carry out the cleaning works.

All the Service Provider's staff should receive appropriate training and the Service Provider should provide evidence that all staff have received adequate and continuous training.

All Service Provider staff should be trained in the safe use of cleaning products and to identify initiatives that will reduce the environmental impact of their operations, for example measures to minimise the use of electricity, gas and water within the premises.

The Service Provider acknowledges Ebbsfleet Development Corporation's right to carry out random inspections on all or any part of the cleaning works.

In the interest of staff safety, the Service Provider will supply safety notices which will be displayed during toilet cleaning, and whilst floors are wet as and when required.

The Service Provider should submit with each tender a management team member to act as a single point of contact.

The Service Provider should provide a quality manual and a methodology for The Observatory to demonstrate how continuous improvement of the cleaning service can be achieved.

The common cleaning areas at The Observatory are as follows:

- First Floor Kitchen
- First Floor Wash rooms (two bathrooms and a shower room)
- Downstairs disabled toilet
- Lift car
- Staircase and corridors
- Reception and Entrance areas

The EDC office and meeting rooms comprise of:

- The ground floor office which includes kitchen and two toilets and one shower
- First floor large space area
- Meetings rooms:
  Ground floor – Reception, Meeting Room Large, Meeting Room Small
  First Floor – Vantage, Horizon, First Floor Glass Room
  Second Floor – Terrace Meeting Room

Please note that the tenanted office on the first floor is excluded from this cleaning procurement apart from window cleaning inside and out.

Vacant areas will arise from time to time and Ebbsfleet Development Corporation will notify the Service Provider if a reduced service is required in these areas. At that time, the Service Provider will be required to reduce their tender price to reflect the reduced service in these areas.

There may be additional ad-hoc requests for additional cleaning services. The rates of which will be agreed on a case-by-case basis in agreement by both parties and invoiced separately.

Access to or through the building will be done only with the approval of the occupier subject to issue of a building access pass.

2. Account Management

The Service Provider must provide consistent account management as this is considered fundamental to the success of the contract. The Service Provider is expected to produce a detailed monthly management report containing, but not exclusive to the following:

- Management Summary (executive summary, performance overview)
- Staffing (personnel details required for security reasons)
- Management Support
- Reportable Incidents / Health & Safety
- Service Excellence
- Action points (details on progress from previous meeting)

The Service Provider will hold regular performance and contract development review meetings with the Ebbsfleet Development Corporation to achieve the following outcomes:

- Identify areas of good or poor performance and understand how/why this occurred.
- Identify key areas that will require additional effort/focus during the forthcoming month.
- Review any customer feedback/complaints and ensure these have been resolved.
- Discuss and agree the Service Level Agreement

3. Labour requirements

The Service Provider will provide adequate manpower and resources to undertake the Services and ensure the Property is maintained to a high standard of cleanliness and hygiene, and at the times agreed. Such labour will incorporate cleaning operatives, supervisory staff and specialist cleaning personnel as appropriate. The majority of the Services will be carried out after 5:30pm, Monday to Friday, although these hours may be subject to change. Window cleaning times to be agreed with the client (Two monthly requirement inside and out).

The Service Provider will provide adequate numbers of supervisory staff to oversee the cleaning workforce.

4. Wage rates

The Service Provider shall be responsible for specifying the wage rates as a part of their tender proposal. The wage rate must not fall below the National Living Wage.

5. Service Provider duties and responsibilities

The Service Provider will undertake a full site risk assessment as required under the Health & Safety at Work Act 1974 and will ensure that the Service Provider's responsibilities are adhered to under the Management of Health & Safety at Work Regulations 1992.

The Service Provider will produce a detailed cleaning services budget on a quarterly basis, which will display an accurate breakdown for each area of work.

The Service Provider will maintain accurate cleaning specifications for The Observatory.

The Service Provider shall produce for Ebbsfleet Development Corporation accurate invoices on a monthly or quarterly basis.

The Service Provider shall maintain accurate training records relating to the safe operation of all items of equipment required to perform the Services.

The Account Manager shall be responsible for undertaking regular cleaning surveys covering all areas of the Property and maintaining accurate survey reports. The Account Manager will highlight all building fabric defects as part of the regular cleaning surveys and shall report such defects to Ebbsfleet Development Corporation.

The ability to communicate effectively is essential. Basic knowledge of the spoken English language is a requirement. Provision will be made by the Service Provider to translate all documentation inclusive of COSHH and Health & Safety notices for all employees where the English language is not their primary means of communication.

Adequate reserves of trained staff should be available to cover absences through sickness, holidays and training etc.

All employees of the Service Provider will undergo at least a Criminal Records Bureau (CRB) basic disclosure check prior to commencing work at The Observatory. This will be arranged by, and at the expense of, the Service Provider and an accurate record of staff shall be maintained by the Service Provider at all times. These records must be provided to the Ebbsfleet Development Corporation on a regular basis as site checks will be carried out.

6. Presentation standards of personnel

All cleaning operatives should comply with the following appearance rules:

Staff will be expected to be well presented, polite, pleasant and efficient.

Hair should be clean and tidy and only minimal jewellery should be worn. Wedding rings or equivalent dependant on religious beliefs, may be worn. Stud earrings are permitted however no jewellery in any other visible place should be worn. The Ebbsfleet Development Corporation shall also take into account the wearing of other attire that is of religious or cultural significance.

It should be noted that smoking is not permitted anywhere within or adjacent to the property. Smoking is only permitted externally by the cigarette bin.

7. Security of Ebbsfleet Development Corporation

Safeguarding the security of the Property occupiers as well as the Ebbsfleet Development Corporation is of utmost importance, and it is vital that all staff adhere to the following security procedures:

All Service Providers personnel will be issued with a building access pass, which is to be carried at all times whilst working at The Observatory. Passes are not to be shared amongst the Service Provider staff. If passes are lost or stolen, EDC should be notified immediately.

All employees of the Service Provider will undergo a site security and emergency procedures briefing prior to commencing work at the Property. The Account Manager will be responsible for carrying out the briefings for all employees new to the Property.

8. Standards of cleaning

This section is intended to describe the standards of cleaning expected after the input cleaning specification has been applied. It will form the standard expected of the Service Provider and form the basis for quality.

Balustrades/Handrails

All dust should be removed from ledges and surfaces. All traces of finger marks, dirt and deposits should be removed from handrails.

Cabinets/Pedestals

All dust should be removed from unencumbered tops. Finger marks and soiling should be removed from drawer fronts, handles and from around locks. Sides should be free of undue marking or soiling.
Surfaces should be polished where appropriate.

Carpets

All litter, fluff, debris, dust and footmarks should be removed. Minor spot and spillage stains should be lifted out. Edges and corners and behind doors should be similarly treated. All carpeting will be vacuumed thoroughly with an appropriate machine, the machine to incorporate built in suction hose and in line with current UK legislation.

No static charge should be allowed to build up on any carpet. Deep clean of all carpets and walkways annually.

Chairs

Frames and legs should be free from dust and marks. Upholstery should be free from fluff, dust and loose particles, particularly behind the squab. Minor stains and soiling should have been lifted out after upholstery cleaning.

Copiers

All dust should be removed from the exterior of the machines casing and platen glass. Marks and soiling should be removed from the machine case.

Doors/Door Frames

All finger marks and kick marks should be removed from both sides and the lock side edge. Glass, push plates, locks and handles should be free from marks and deposits. The door should be free of all dust. Door frames should be free of dust (especially on the top architrave) and free of significant marks.

Fire Extinguishers

Fire extinguishers should be entirely dust free, including backs, with no significant marks or splashes.

Body should be dry polished to an appropriate shine.

Furniture

Furniture should use the standard for Cabinets and Pedestals. Leather upholstery should be dusted and cleaned off with a suitable leather treatment.

Floors (hard)

NOTE: In the context of this schedule, hard floors include terrazzo, linoleum, PVC and thermoplastic, marble, limestone tile etc. All hard floors are to be maintained in accordance with the manufacturer’s instructions.

No dust, grit, fluff or litter on any part, including edges and corners. All spillage marks (e.g. beverage spills) should be removed. No mop marks should be apparent. The surface seal should be intact and adequately buffed. (No polish should be applied to safety floors). Where floors are not polished, they should be free from ingrained soiling.

All hard (uncarpeted) flooring must be swept clean and then any adhesions removed. The cleaning operative will erase any non- permanent marks like shoe scuffs or the residue of any tar or chewing gum etc., the removal of the marks will be carried out using a neutral germicidal solution and a piece of red pad.

The cleaning operative will place hazard warning signs in strategic positions to ensure that no one may approach the work area and be unaware of what is taking place. Then cleaning small sections at a time all areas will be thoroughly washed clean with a neutral germicidal solution PH value 7 to 9.

Great care must be taken to ensure that no water is permitted to run onto adjacent carpeting or over any edges on staircases or into lift wells etc. Special care will be taken to ensure that no skirting,
doors, or similar are marked when washing the floors.

Stone and Marble floor surfaces that have been protected with a vitrification process will be damped mop washed ensuring that all floors are left clean dry and free from smears.

The Service Provider must inspect all floor areas and ensure that none are left in a slippery condition.

Glazing

No dust, marks, smears or streaks should be apparent. Frame should be free from dirt, marks and deposits from the glass cleaning operation.

Hand basins

Hand basins should be kept free of scum and tidemarks. No staining, deposits, or encrustations should be visible anywhere around taps and overflows. Taps should be free of all deposits and marks. Splash backs, vanity units and undersides of hand basins and adjacent pipework should be free of marks, splashes, dust and stains.

Kitchen Area

Surfaces to be wiped clean. Spillages should be removed. Dishwasher to be emptied and contents put away. Sinks and taps to be kept clean and free of deposits. Food waste to be placed into in site compost bin.

Ledges/ Window sills

Ledges and window sills should be entirely free of dust and litter. Spillages should be removed and polish applied, where applicable.

Lift

Lift external surfaces should be kept completely clean in accordance with the method correct for each type or surface. Inside to be wiped down and kept clean.

Mats at Entrances

Mats should be entirely free of compacted dirt, stains and dust.

Meeting Rooms (x6)

Tables and chairs to be cleaned in accordance with this specification. Wipe down surfaces that are commonly used. Light fixtures to be dusted where practical.

Mirrors

Mirrors should be entirely clear of dust, smears and splash marks. Glass surface should be polished to a shine.

Reception Area

All dust and marks should be removed from all surfaces below two metres. Floors should be treated as per the standard for “Carpets”. Reception desk should be kept free of dust and marks on top, sides and front. All surfaces should be adequately polished where appropriate. Excellent cleanliness of all furniture, fittings and glass is required as a minimum standard.

Skirting

No marks or stains should be visible on hard skirting and no dust on tops. Cove carpet skirting should be treated as per the standard for “Carpets”.

Stairs

Stair nosing and treads should be free from marks and dust across the entire width. Polished nosing should present a clean, even, bright appearance. Stair stringers should be free from marks, drips and dust.

Tables (including desks)

Frames and legs should be free from dust marks and soiling. Table-tops should be free from dust and adequately polished where appropriate. No soiling, staining or marking should be evident.

Telephone (Reception area)

Telephone should be free from all dust, all greasiness or other marks should be entirely removed.

Toilets/Showers/Washrooms/Urinals

All lime scale and all staining should be removed, especially in areas out of sight. The urinal should be left shining and smear free, including undersides and adjacent walls, pipework, bottle traps etc.
All accessible surfaces of basins, sinks toilet bowls, toilet seats, urinals, showers, pipes etc., should be cleaned from floor to ceiling every day with a non- abrasive liquid cleaning agent. Bleach and cream cleansers should not be used, and no lime scale, grease or other residue should be permitted to build up.

All metalworks should be buff polished after cleaning plus, plugholes and other water outlets should be kept clean and free from visible obstructions.

The servicing of toilet paper holders, towels dispensers, bins in toilets, soap dispensers, etc. will be undertaken by the cleaning personnel, such that a supply is always assured. Ebbsfleet Development Corporation shall provide on-site storage facilities for these consumables.

The accessible external surfaces of hot air dryers, towel cabinets, toilet brush sets, sanitary towel disposal units and all similar items should be cleaned in accordance with the method correct for each type or surface. The exterior of toilet paper holders, towel cabinets and any other
fixtures and fittings which may occur should be free of all streaks, smears, stains and other soilage after cleaning.

Damp mop floor using suitable mopping equipment and a solution of germicidal detergent removing all dirt particles, soil and spillages from entire floor.

All chrome, copper, brass and other metal finishes should be maintained so as to be free of all tarnish, stains, verdigris and similar materials.

The supply of soap, towels and any other consumables should be checked daily and replaced as necessary.

WC Pans

As for urinals, with special reference to lime scale under the rim and below the waterline. Seats should be cleaned on both sides and be free from marks, smears and deposits. Seat lid hinges should be free from all deposits and stains. Cistern handles should be free of marks and sanitised.

Walls

Wall columns and other vertical surfaces should be free of dust and marks. Where wall washing/spot mark removal has taken place, there should be no visible smears or cloth marks. Damaged wall surfaces should be reported to Ebbsfleet Development Corporation.

Waste Bins

There should be no deposits visible within the bins. External surfaces should be free from dust, splash marks and stains. Liners should be clean and serviceable. Lined bins to be emptied and have liners replaced as necessary. External ashtrays should be emptied into a metal container used for this purpose and to be thoroughly wiped on emptying. All waste to be removed from The Observatory and placed into the on site bin storage area.

9. Consumables and Cleaning Equipment

Upon appointment of the contract, the Service Provider will provide to the Ebbsfleet Development Corporation a list of consumable items, such as toilet rolls, hand towels, detergents and cleaning products. The type and quality of toilet paper, towels and hand soap shall be agreed with the Ebbsfleet Development Corporation. Appropriate COSHH data sheets for any chemicals to be used at the Property shall be provided to the Ebbsfleet Development Corporation. All prices will be held for a period of 12 months and will only be variable if Ebbsfleet Development Corporation agrees an increase in writing during the contract term.

All consumables shall be stored safely at all times at The Observatory within the locked cleaning cupboard.

The Service Provider will be responsible for providing any other items of equipment required to undertake the works. All costs associated with such equipment will be incorporated within the Service Provider's costs.

The Service Provider will be responsible for providing maintenance and user training for all items of cleaning equipment on site, in accordance with the Health & Safety at Work Act 1974, the Electricity at Work Regulations 1989, the Work Place (Health, Safety & Welfare) Regulations 1992 and the Provision and Use of Work Equipment Regulations 1998. The Service Provider will hold the necessary records of such.

10. Refuse (Waste & Recycling materials) collection

General

EDC has established sustainability targets to drive improvements at The Observatory. In terms of waste and recycling, our goal is for minimal waste to go direct to landfill and to achieve the highest level possible recycling rate.

The Service Provider's service should embrace best practice and must meet existing UK Legislation concerning waste & recycling, together with the associated Health & Safety issues.

The Service Provider, in the course of its waste and recycling duties, should adequately demonstrate its waste management Duty of Care and promotion of the waste hierarchy.

Waste Documentation

The Service Provider should complete, maintain and retain appropriate documentation to meet all applicable waste management legislation. Comprehensive documentation must, on demand, be available for review.

Waste Management Reporting

The Service Provider must, periodically and on demand, be able to provide robust management information (based on industry-wide methodologies) relating to the service.
This will include (but is not restricted to):

- Total general waste removed from site
- Total recycling removed from site
- Recycling rate

Waste Storage

All bulk waste stored on site must be within the secure bin store.

All internal waste containers should be lined with refuse sacks. The sacks are colour-coded: clear for recycling, black for refuse. The Service Provider shall provide plastic bags for the disposal of refuse, bin liners, toilet paper, paper towels and hand soap.

All waste receptacles are to be washed or wiped clean, using a germicidal solution and left in a clean and dry condition, free from any streaks and with liners placed inside the waste bin. All waste should be transported safely and securely for collection to prevent spillages. (Sacks and bin liners will be provided by the Service Provider and should be included in the daily cleaning costing for all areas).

Training

The Service Provider should ensure that site teams are trained and managed with regard to the building's waste disposal procedures and in the use of its equipment.

11. Specification of periodic general cleaning duties

Periodic cleaning should be carried out in full compliance with all of the requirements detailed in the specification of daily cleaning duties. Periodic cleaning should occur at the frequency stated below.

The Service Provider may be required to alter any of the scheduled duties so that they can be carried out at greater or less frequent intervals than programmed.

11.1 Six monthly Floor maintenance

Linoleum, asphalt, pitch mastic, vinyl, rubber, thermoplastic and Epoxy Resin floor coverings on all raised flooring, should be thoroughly scrubbed clean by machine.

All areas inaccessible to the machine will be scrubbed by hand using a black scouring pad, including all staircase treads and risers. If appropriate a floor emulsion polish stripping fluid diluted to the correct strength should be used to ensure that all surfaces are completely clean.

When all surfaces are free from all traces of the old polish, dirt and grime they should be washed thoroughly to remove all of the stripping solution and when dry, three layers of non-slip metalised emulsion floor polish should be applied.

Each coat of polish should be applied after its predecessor has dried and at all edges and boundaries each application will be very carefully applied by hand to ensure that no marks are caused on the walls, skirtings or doors etc.

Polyurethane that has been applied to vinyl flooring during the manufacturing process should be identified by consultation with the Ebbsfleet Development Corporation. The surfaces should not be sealed and should be kept in good condition by the routine of washing, scrubbing and when necessary, dry buffing as detailed in the specification of daily cleaning duties.

11.2 Six monthly Carpet cleaning

The Service Provider undertakes to clean carpets and barrier mats etc., in accordance with the methods and commitments specified below, except where these differ from the written methods and recommendations of the manufacturer of the carpets in the building.

The Service Provider acknowledges that carpet expansion or shrinkage will only occur when carpets are over wet, therefore, in very heavily soled areas the Service Provider should advise their management team that it may be necessary to allow the carpet to dry before repeating the cleaning processes.

All spots, stains, chewing gum and other non-permanent marks on all accessible areas of carpeting should be carefully examined to identify the cause of each mark. The Service Provider will then use the correct chemicals in the approved manner to remove the mark and blend the location into the surrounding fabric.

Carpet cleaning should be carried out using pressurised hot water equipment with a minimum water extraction lift of 280 centimetres. On lightly soiled areas a “swan neck” type floor tool can be used with two overlapping passes followed by a third at right angles. On heavily soiled areas a pre-treatment spray should be used followed by extraction cleaning using a floor tool containing powered counter rotating brushes.

Chemically impregnated “dry” compounds should only be used where the carpet manufacturer’s instructions specifically preclude the use of other systems, or where security or other access restrictions require that the work must be carried out when significant numbers of people may walk through the work areas.

On completion of the designated carpet cleaning, the Service Provider will re-set the carpet pile by brushing in one direction with a stiff synthetic carpet brush. The Service Provider should ensure that heavy or metallic objects being placed on damp carpeting cause no compression or rust marks.

11.3 Fridge and Oven Clean

The three fridges (two on the ground floor and one on the first floor) to be thoroughly cleaned every six months. The oven (on the first floor) to be cleaned every six months.

11.4 Two monthly Window Cleaning (see Section 13)

11.5 Six monthly clean/sweep of the viewing platform (second floor external)

12. Cleaning standards of external areas (Front door, canopy, viewing platform, footpath railing and external signage)

A flexible approach is required to successfully provide this service, as well as manual dexterity and the ability to work using own initiative. Consideration must also be given to seasonal variations.

13. Window Cleaning

The Service Provider should deliver a first class window cleaning service (inside and out) once every two months at a time to be agreed with the client. N.B This includes the tenanted area.

All windows and frames should be cleaned in line with relevant Health & Safety legislation and best practice guidelines to an agreed periodic schedule, being mindful of position and any specific Ebbsfleet Development Corporation requirements.

Access to windows should be agreed in advance and methods approved.

Upon completion of cleaning, the glazing should be free from dust, dirt, finger marks and smudges etc.

The surfaces should also be left free from cleaning marks. All adjacent surfaces i.e. sills, mullions, window frames, window furniture should be clean and free from smears.

Where anti shatter film is present, it should be washed only with soft cloths or sponges using adequate water to float off the dirt. Separate water and cloths or sponges must be used when the exterior anti shatter film surface and exterior window frames are cleaned simultaneously.

Under the cleaning specification, the Service Provider must apply a neutral detergent wash to all external glazing and remove using an applicator and squeegee method. The Service Provider must ensure all run-off residue is removed from all cladding, and the solution must be changed at regular intervals to ensure that dirty water is not being applied to glazing.

The Service Provider should report any hazards, potential hazards or persons creating hazards to their immediate supervisor.

The Service Provider’s employees should not erect or attempt to use any suspended equipment unless they have received full training or are under training working with a fully qualified operator. They must also be authorised by the Ebbsfleet Development Corporation and provide a valid certificate of training.

Schedule 2: Site Information

The Service Provider will provide the following core Services at The Observatory to the Ebbsfleet Development Corporation:

- Internal Cleaning (as detailed above)
- External Cleaning (footpath handrails and front and back doors daily, and second floor viewing platform every six months)
- Window Cleaning

Basis	Net Internal Area	
Description	Sq m	Sq ft
Ground Floor Office	249	2,680
First Floor Office	399	4,295
Second Floor Office	16	172
Total Area	664	7,147

NB: The approximate sizes above include the tenanted area on the first floor which is excluded from this procurement exercise apart from window cleaning.
The common cleaning areas at The Observatory are as follows:

· First Floor Kitchen
· First Floor Wash rooms (two bathrooms and a shower room)
· Downstairs disabled toilet
· Lift car
· Staircase and corridors
· Reception and Entrance areas

The EDC office and meeting rooms comprise of:

· The ground floor office which includes kitchen and two toilets and one shower
· First floor large space area
· Meetings rooms:
Ground floor – Reception, Meeting Room Large, Meeting Room Small
First Floor – Vantage, Horizon, First Floor Glass Room
Second Floor – Terrace Meeting Room

Schedule 3: Service Level Agreements and Key Performance Indicators

The Service Provider will be performance-measured against set service level agreements.

Service Level Agreements (SLA) will apply to all aspects of the works and shall provide the Service Provider's performance levels being achieved.

A Service Level Agreement will detail standards that meet the Client's approval with regard to the initial performance indicators within the first two weeks of appointment. These will clearly identify the objectives, mission process and implantation of the Service Level Agreements.

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

Category	Detail	Target (%) Periodic reporting measurable
Operational; quality of services	Quality of services; cleaning & housekeeping, professionalism, and standards in line with the agreed scope and specification	100% Monthly Reporting
Health & Safety; incident and accident reporting	Report to be sent to Ebbsfleet Development Corporation by email within 24 hours of the event	100% Monthly Reporting
Health & Safety; COSHH	COSHH files relevant to site in place and up to date including training of operatives	100%
Health & Safety; Risk Assessments & Method Statements	Suitable RAMS produced as and when required (sample audited by Ebbsfleet Development Corporation)	100%
Invoice accuracy & timeliness	Full compliance with Ebbsfleet Development Corporation's requirements.	100% Monthly Reporting
Operational; no shows / cover	The Service Provider will provide like for like cover for 'no shows' and must at all times be able to demonstrate proof of services. Any service not provided in line with the contract, a credit will be applied on the next invoice.	100% Monthly Reporting