

**AGREEMENT FOR SERVICE** (this "**Agreement**") dated 1<sup>st</sup> day of April 2024 and expiring on 31<sup>st</sup> day of March 2025.

BETWEEN

**ILKLEY TOWN COUNCIL**  
of Ilkley Town Hall, Station Road, Ilkley, West Yorkshire, LS29 8HB  
(the "**Customer**")  
OF THE FIRST PART

- AND -

**TO BE CONFIRMED**  
of ADDRESS  
(the "**Cleaning Contractor**")  
OF THE SECOND PART

**CONTRACT TO SUPPLY A CLEANING SERVICE FOR THREE TOILET BLOCKS IN  
ILKLEY:  
THE SOUTH HAWKSWORTH STREET CAR PARK TOILET BLOCK, THE RIVERSIDE  
GARDENS PUBLIC TOILETS AND  
WHITE WELLS TOILET, ILKLEY**

**BACKGROUND**

- A. The Customer is of the opinion that the Cleaning Contractor has the necessary experience and ability to provide services to the Customer.
- B. The Cleaning Contractor is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement the Customer and the Cleaning Contractor agree as follows:

**SERVICES PROVIDED:** [See schedule in Invitation to Tender document](#)

1. The Customer hereby agrees to engage the Cleaning Contractor to provide the Customer with services consisting of:
  - a) Disinfecting and sanitising all floors, walls, surfaces, WC pans, hand wash basins and baby changing facilities as follows:
  - b) Cleaning the Riverside toilets twice each day, once at lunch time and once at the end of the day.
  - c) Cleaning the South Hawskworth Car Park toilet block, which will include a modular Changing Places facility, twice each day, once at lunch time and once at the end of the day. The contractor will be required to close and secure this building at 6pm, seven days per week, and will be required to open the building at 8am on weekends and bank holidays.
  - d) Cleaning the White Wells toilet once a day and removing waste.
  - e) The Contractor is to provide and replenish all cleaning materials and consumables e.g. disinfectant, toilet roll, soap, paper towels.
  - f) Remove all refuse and any other detritus in order to leave the facilities in good clean hygienic condition.
  - g) Following each cleaning operation to sign, date and indicate the time the work was undertaken on the record provided.
  - h) The Contractor should report to Ilkley Town Council on a monthly basis on the physical state of the fabric of the building.

- i) The Contractor will notify the Town Council of any problems or issues regarding maintenance and repairs as they arise.
- j) The works undertaken shall be subject to regular inspection by ITC which shall be conducted in accordance with a standardised checklist which is to be agreed at the point of the Contract being issued.
- k) The contractor is to be responsible for the health and safety of its staff and members of the public while undertaking duties, including carrying out risk assessments and providing adequate PPE as appropriate.
- l) The Contract shall be paid in 12 instalments on a monthly basis. Payment shall be made by bank transfer on receipt of a satisfactory VAT invoice.
- m) The Contract shall be for an initial period of 12 months beginning on 1st April 2024 and ending on 31st March 2025, with an option to extend for a further three years, subject to satisfactory service.
- n) The Services will also include any other tasks which the Parties may mutually agree on.

### **TERM OF AGREEMENT**

- 2. The term of this Agreement will begin on 1<sup>st</sup> day of April 2024 and will remain in full force and effect until 31<sup>st</sup> March 2025 subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.
- 3. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days' notice to the other Party.

### **PAYMENT**

- 4. The Cleaning Contractor will charge £TBC per visit which is to include the cost of cleaning and the replenishment of all consumables. The Cleaning Contractor will invoice the Town Council on a monthly basis.

### **PERFORMANCE**

- 5. The Parties agree to do everything necessary to ensure that the Terms of Agreement take effect.

### **PROVISION OF EXTRAS**

- 6. The Customer will not provide any resources, assistance or extras for use by the Cleaning Contractor in providing the Services.

### **RETURN OF PROPERTY**

- 7. Upon the expiry or termination of this Agreement, the Cleaning Contractor will return to the Customer any property, documentation which is the property of the Customer.

### **CAPACITY / INDEPENDENT CONTRACTOR**

- 8. In providing the Services under this Agreement it is expressly agreed that the Cleaning Contractor is acting as an independent contractor and not as an employee. The Cleaning Contractor and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

### **NOTICE**

- 9. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:  
Ilkley Town Council  
Ilkley Town Hall  
Station Road  
Ilkley

West Yorkshire  
L29 8HB  
[clerk@ilkleytowncouncil.gov.uk](mailto:clerk@ilkleytowncouncil.gov.uk)

Contractor details  
Address  
email address

### **INSURANCE**

- 10.** The Cleaning Contractor is required to hold general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Cleaning Contractor based on the risk associated with characteristics of this Agreement. All insurance policies will remain materially unchanged for the duration of this Agreement.

### **DISPUTE RESOLUTION**

- 11.** In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation.

### **ASSIGNMENT**

- 12.** The Cleaning Contractor will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

**IN WITNESS WHEREOF** the parties have duly implemented this Service Agreement this 1<sup>st</sup> day of April 2024.

Clerk to Ilkley Town Council

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On behalf of ILKLEY TOWN COUNCIL

To be confirmed

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On behalf of TBC