**SCHEDULE ONE**

**SUMMARY OF SERVICES**

**West Bletchley Dog & Litter Bin Emptying Contract Tender**

West Bletchley Council (the “Council”) is Tendering in relation to the emptying of 93 litter bins and 76 dog bins.

**General requirements**

* The contractor (\*\*\*\*\*\*\*\*) undertakes to empty dog waste bins and litter waste bins and replace liners as per site list of bins in West Bletchley.
* There are currently 76 dog bins in the area and 93 litter bins. Dog bins are emptied on Tuesdays & Fridays each week. Litter bins are emptied on Wednesdays. Any new bins added will be charged at the agreed same rate per empty for the period of this contract.
* On occasions due to holiday or sickness it may be necessary to alter the emptying day but the dog bins will be emptied twice each week and litter bins once each week, to avoid overfilling.
* All litter and dog waste will be removed from their respective bins and the bins left clean and tidy.
* New bin liners will be installed after each collection.

**Health & Safety**

All dog waste and litter is disposed of in accordance with Health & Safety guidelines. A certificate is held for this purpose and the Council is sent a copy each time this is renewed.

All employees of \*\*\*\*\*\*\*\*\*\*\*have been advised and shown how to carry out the work under the Health & Safety Act.

Each employee is supplied with protective clothing i.e. mask and gloves, equipment, pick up sticks and shovels for the safe handling of dog waste and litter.

Each vehicle carries a first aid kit and sharps bin, water and hand gel for cleansing and antibacterial wipes.

**Insurance**

Public Liability Insurance is in place to ensure adequate cover should an accident occur. A certificate for this is sent to the Council each year.

**Site Access**

Access to the sites are either from the public highway or public open space. Lists are attached (appendix 1 and 2) for the locations of all the dog and litter bins within the parish.

The contractor must demonstrate that all controls and measures have been put in place to ensure disturbance to local residents’ is kept to a minimum.

The Bidder will visit the area to satisfy himself as to the local conditions, the full extent and character of the operation, parking and general traffic level conditions, the supply and conditions affecting labour and all other factors which could affect the execution of the Contract generally, as no claims on the ground of lack of knowledge will be entertained.

**Appendices**

* Lists of dog & litter bin locations

**SCHEDULE TWO**

**SPECIMEN FORM OF AGREEMENT**

THIS AGREEMENT is made the day of 2022

between WEST BLETCHLEY COUNCIL of 221 Whaddon Way, Bletchley, Milton Keynes, MK3 7DZ (“the Council”) of the one part and whose registered office is situated at

(“the Contractor”) of the other part.

**WHEREAS:**

1. The Council is the local authority for the West Bletchley administrative area and provides local services in accordance with its statutory obligations and discretionary powers.
2. The Council requires the contractor to empty dog and litter bins with the parish (hereinafter collectively described as “the Service”).
3. The Council and the Contractor have agreed that the Contractor shall provide the Service in the manner and upon the terms hereinafter set out.

**NOW IT IS AGREED** between the Council and the Contractor as follows:

1. This Contract constitutes the sole agreement between the Council and the Contractor for the provision by the Contractor of the Service.
2. The Contractor shall provide the Service in accordance with the provisions of the Contract and to the satisfaction of the Council.
3. The Council will pay the Contractor for the Service in accordance with the Pricing Schedule as agreed with the Council on award of contract and prior to the signing of this agreement.
4. So long as the Contractor shall continue to provide the Service in accordance with the provisions of the Contract and to the satisfaction of the Council, the Council shall make to the Contractor the payments provided for in the Contract.
5. This Contract comprises the Council’s Specification, Terms and Conditions, and the Service Provider’s Tender and all the other documents listed in the definition of Contract set out therein.
6. Governing law and jurisdiction.

This Agreement shall be governed and construed in accordance with the laws of England. The parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

**AS WITNESS** the hands of the duly authorised representatives of the parties hereto the day and year first before written.

**SIGNED** by Helen Hupton, Clerk to West Bletchley Council

for and on behalf of West Bletchley Council.....................................................................

**SIGNED** by

for and on behalf of

**SCHEDULE THREE**

**TERMS AND CONDITIONS OF CONTRACT**

West Bletchley Dog and Litter Bin Emptying

between

WEST BLETCHLEY COUNCIL

and

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**Terms and Conditions of Contract for Services**

1. **Interpretation** 
   1. In these terms and conditions:

|  |  |
| --- | --- |
| “Agreement” | means the contract between (i) the Customer and (ii) the Supplier; |
| “Charges” | means the charges for the Services as specified in the Agreement; |
| “Customer” | means West Bletchley Council; |
| “Expiry Date” | means the date for expiry of the Agreement as set out in the contract; |
| “Key Personnel” | means any persons specified as such in the Agreement or otherwise notified as such by the Customer to the Supplier in writing; |
| “Party” | means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them; |
| “Purchase Order Number” | means the Customer’s unique number relating to the supply of the Services; |
| “Services” | means the services to be supplied by the Supplier to the Customer under the Agreement; |
| “Specification” | means the specification for the Services (including as to quantity, description and quality) as specified in the request for quotation documents; |
| “Staff” | means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement; |
| “Supplier” | means the person named as Supplier in the Agreement; |
| “Term” | means the period from the start date of the Agreement to the Expiry Date. |
| “VAT” | means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and |
| “Working Day” | means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London. |

* 1. In these terms and conditions, unless the context otherwise requires:
     1. references to numbered clauses are references to the relevant clause in these terms and conditions;
     2. any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
     3. the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
     4. any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
     5. the word ‘including’ shall be understood as meaning ‘including without limitation’.

1. **Basis of Agreement** 
   1. This contract has been awarded based upon the Tender submission by the Supplier and in accordance with the terms and conditions of the Agreement.
2. **Supply of Services** 
   1. In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
   2. In supplying the Services, the Supplier shall:
      1. co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;
      2. perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier’s industry, profession or trade;
      3. use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Agreement;
      4. ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
      5. comply with all applicable laws; and
      6. provide all equipment, tools and vehicles and other items as are required to provide the Services.
   3. The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.
3. **Term** 
   1. The Agreement shall take effect and expires on the dates specified in the project timetable.
4. **Payment Terms**
   1. The Charges for the Services shall be as set out in the as set out in the agreed pricing schedule.
   2. The Supplier shall invoice the Customer following the conclusion of each calendar month for services provided during that month. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
   3. All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
   4. If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 10.3. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 12.
5. **Staff and Key Personnel** 
   1. If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
      1. direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
      2. require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered, and the Supplier shall comply with any such notice.
6. **Assignment and sub-contracting** 
   1. The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
   2. Where the Supplier enters into a sub-contract for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
   3. Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
   4. The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier’s obligations under the Agreement.
7. **Governance and Records** 
   1. The Supplier shall submit progress reports to the Customer at the times and in the format specified by the Customer.
8. **Force Majeure**

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Supplier. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

1. **Termination** 
   1. The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
   2. Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
      1. repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
      2. is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
      3. undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
      4. becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier’s assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt in any jurisdiction.
   3. The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
2. **Compliance** 
   1. The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer’s premises and which may affect the Supplier in the performance of its obligations under the Agreement.
   2. The Supplier shall:
      1. comply with all the Customer’s health and safety measures while on the Customer’s premises; and
      2. notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer’s premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
   3. The Supplier shall:
      1. perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer’s equality and diversity policy as provided to the Supplier from time to time; and
      2. take all reasonable steps to secure the observance of clause 11.3.1 by all Staff.
3. **Dispute Resolution** 
   1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
   2. If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 12.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “Mediator”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
   3. If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.
4. **General** 
   1. Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
   2. A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
   3. The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
   4. The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
   5. Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
   6. The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party’s behalf.
   7. Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
5. **Notices** 
   1. Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded, e-mail to the address of the relevant Party set out in the Agreement, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
   2. Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise, delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.