

CLEANING SERVICE AGREEMENT

30/11/2022

BETWEEN:

1. **CONCORD HOMECARE LIMITED**, 53 Rosemary close, Bradley stoke, BS32 8EU ("the Provider")
2. **BRADLEY STOKE TOWN COUNCIL**, The Jubilee Centre, Savages Wood rd, Bradley stoke, Bristol BS32 8HL ("the Customer")

1 PROVISION OF SERVICE

The Provider shall provide the Cleaning Services as set out in the Schedule to this Agreement in accordance with the terms and conditions set out in this Agreement

2 DURATION OF AGREEMENT

2.1 This Agreement shall commence on 1st of December 2022 and shall be subject to a **three month trial period** during which time it may be terminated by either party on one month's written notice in accordance with clause 15.1 the Agreement will continue for thirty six months until it is terminated in accordance with Clauses 15.2 or 15.3

2.2 Thereafter this Agreement shall be renewable at the end of each three year period for a further three year period by the Provider giving 3 months written notice of the renewal date or written notice is given by the Customer 3 months prior to the renewal date for fair Tendering process.

3 SELECTION OF THE STAFF

3.1 The Provider will provide staff (the "Staff") to carry out the Cleaning Services.

3.2 The Provider will train the Staff to the Customer's cleaning standards with the assistance of The Customer where required and will ensure that all Staff are friendly, courteous, and polite and that their appearance is neat and tidy.

4 TRAINING

If the Customer requires the Provider or the Staff to attend workshop seminars or other activities then the Provider reserves the right to charge for the time spent.

5 PREVIOUS PROVIDER

5.1 The Customer agrees to disclose to the Provider all information or documents relating to any individual who provided cleaning services to the Customer prior to the Commencement Date (the Previous Provider) including the terms and conditions, the rate of pay, start date, date of birth and any benefits.

5.2 At the time of signing this agreement there are 2 members of staff who will take continuous employment with Concord Homecare Limited.

- Mia Western
- Jason Holcombe

6 UNIFORMS

The Provider will supply the staff with a uniform of overalls or some other suitable garment clearly marked with the Providers logo. Any requirement for identification badges or the staff to wear uniforms with the customers logo will be at the Customers expense.

7 SECURITY

The Provider will ensure that the Staff are made fully aware of and comply with the customers security procedures.

8 CLEANING MATERIALS AND EQUIPMENT

8.1 The Provider will supply the staff with the following cleaning equipment

- (a) Vacuum cleaners
- (b) Chemicals
- (c) Dusters
- (d) Mops
- (e) Buckets

8.2 The Customer will in addition supply the staff with the following equipment

- (a) Any other cleaning materials or equipment not mentioned above which the Customer would normally use in order to maintain the premises.

8.3 The Customer shall ensure that all equipment provided to the Staff will be safe and properly installed in accordance with current and future regulations.

9 STORAGE SPACE

The Customer shall provide adequate and secure at the site for the storage of the Providers equipment and materials.

10 ADDITIONAL SERVICES AND CHARGES

10.1 Any other additional services to those listed in the Schedule may also be agreed by the Provider but will also incur an additional fee to be decided between the Provider and the Customer on a case by case basis.

11 SAFE PREMISES

11.1 The Customer warrants that the Premises as set out in the Schedule are safe for work and comply with all Statutory Requirements for the health and safety at work of the Staff. The Provider may refuse to permit the Staff to work in the Premises or any part of them if the Provider reasonably considers that they may be exposed to undue risk or danger

11.2 The Customer agrees to indemnify and keep indemnified the Provider against and from any liability incurred as a result of the Customers breach of clause 11.1 above

11.3 The Customer agrees that none of the Staff shall be required to do anything outside the terms of this Agreement without the consent of the Provider nor will they be required to do anything which is unsafe, dangerous or outside their capability.

12 CUSTOMER COMPLAINTS

12.1 Any complaint about the performance of the Cleaning Service must be made in writing by the Customers to the Provider within 2 working days of the occurrence and the Provider will take all necessary action, without cost to the Customer, to investigate and (unless it reasonably considers the complaint was not justified) take any necessary remedial action.

12.2 In the absence of complaint it will be assumed that the Customer is satisfied with the Providers performance of the contract.

13 PAYMENT

13.1 The charges to be paid by the Customer under the agreement shall be agreed between the Provider and the Customer and shall be set out in a charges schedule which may be varied by the Provider from time to time in accordance with clause 15.

13.2 The Provider shall issue invoices to the Customer on a weekly basis

13.3 The customer shall pay the Providers charges in cleared funds no later than 30 days after the Provider invoice in respect of them

14.7 Failure by the Customer to pay the charges within 30 days of the due date or to comply with any of its other obligations under this Agreement shall constitute sufficient cause for the Provider to suspend or terminate service under this Agreement until the charges and interest on them have been paid in full and the Customers other obligation have been complied with in full.

14 INCREASING CHARGES

The Provider may increase its charges and issue a revised schedule of charges after that period but

14.1 NO such charges shall be made within 12 months of the commencement date, and

14.2 The customer may terminate this agreement by giving 90 days' notice in writing following written notification of intent to increase charges

15 TERMINATION BY NOTICE

15.1 Either party may terminate this agreement during the initial three month trial period on giving the other one months' notice

15.2 Either party may after the initial three months trial period terminate this agreement by not less than 3 months' notice to the other.

15.3 Either party may terminate this agreement without prior notice if the other

15.3.1 Makes any assignment of its business for benefit of creditors

15.3.2 Has a receiver, administrative receiver or similar officer appointed of all or part of its property,

15.3.3 becomes bankrupt or goes into liquidation (except with the others consent) for the purpose of amalgamation or reconstruction, or

15.3.4 Commits a breach of this agreement and fails to remedy it within 30 days after written notice requiring it to be remedied

16 PAYMENT ON PREMATURE TERMINATION

If the customer terminates this Agreement without notice or with less notice than is agreed, the Customer agrees to compensate the Provider in full on demand for contractual pay in lieu of notice and statutory pay and compensation for unfair dismissal for which the Provider becomes liable as result of the termination.

17 CONFIDENTIALITY

All information acquired by the Provider relating to the Customer's business shall be treated by the Provider as confidential (After as well as during this agreement) and the Provider shall not make any use or disclosure of it, all information acquired by the Customer relating to the Provider's business shall be treated by the Customer as confidential (after as well as during this agreement) and the Customer shall not make any use or disclosure of it.

18 EXCLUSION OF LIABILITY

The Provider shall be under no liability whatever to the Customer for any direct or indirect loss and / or expense (including loss of profit) suffered by the Customer in connection with the Provider's performance under this agreement

19 MISCELLANEOUS

19.1 Except as expressly provided for in this agreement, no variation or amendment of this agreement or oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of all parties by the Authorised Signatories

19.2 Either party may release or compromise the liability of the other under this Agreement or grant to the other time or other indulgence without affecting the other party's liability

19.3 Nothing in this Agreement shall be deemed to create a partnership nor an employer/employee relationship between the Customer and the Provider. The Provider is an independent contractor

19.4 This Agreement shall be assignable by the Provider on the Provider changing legal entity or its business being transferred or acquired by another business company or individual.

19.5 Provided that the Provider gives its consent this Agreement shall be assignable by the Customer on the Customers business being acquired or transferred to another business company or individual

19.6 Neither party shall be liable for any failure in the performance of any of its obligations under this agreement caused by outside its control

19.7 No person other than the Provider and the Customer shall acquire any enforceable rights under or in connection with this agreement

19.8 Any notice required or allowed under this agreement shall be deemed properly given if mailed postage paid by recorded delivery to the other at the address on the first page of this agreement

19.9 This agreement shall be governed by English law and the parties consent to the exclusive jurisdiction of the English courts in all matters regarding it

CLEANING SCHEDULE

	Monday	Tuesday	Wednesday	Thursday	Friday	Total
Jubilee Centre	4h	3h	3h	3h	4h	17h
Baileys Court AC	3h	2h	2h	2h	3h	12h
Brook Way AC	2h	2h	2h	2h	2h	10h
Changing Rooms	1h	1h	1h	1h	1h	5h
Skate Park Hub					2h	2h
Total weekly						46h

The hourly rate is £16.50p/h, invoiced weekly at £757.50 +VAT

Weekend/Bank Holiday rate is £22p/h

Emergency/Last minute request for extra cleaning is charged at £25p/h



Signed as a Deed by

For and on behalf of

BRADLEY STOKE TOWN COUNCIL

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Signed as a Deed by

For and on behalf of

CONCORD HOMECARE LIMITED

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