

DATED

8<sup>th</sup> February 2024

**ROOFTOP HOUSING ASSOCIATION LIMITED**

and

**PRIME FACILITIES SERVICES**

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**Cleaning of Keyworker Accommodation at Royal  
Shrewsbury Hospital**

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THIS AGREEMENT is dated

12<sup>th</sup> February 2024

## PARTIES

- (1) **ROOFTOP HOUSING ASSOCIATION LIMITED** a Registered Society IP27786R whose registered office is at 70 High Street, EVESHAM, Worcestershire, WR11 4YD ("**Customer**"); and
- (2) **PRIME FACILITY SERVICES LIMITED** incorporated and registered in England and Wales with company number 03231298 whose registered office is at Unit B3, Halesfield 11 Telford, TF7 4PH ("**Supplier**").

## BACKGROUND

- (A) Customer is a provider of housing and associated community services. Customer has one site known as Royal Shrewsbury Keyworker Accommodation, split into a variety of apartment blocks and townhouses. In relation to which Customer requires communal cleaning and other associated services such as cleaning of communal areas of apartments and townhouses. Additionally, the ad hoc cleans of bedrooms at the end of tenancies.
- (B) Supplier is a provider of cleaning and associated services and will provide such services for the Customer at the Site upon the terms and conditions of this Agreement.

## AGREED TERMS

### 1. INTERPRETATION

- 1.1 The following definitions apply in this Agreement.

<b>Assigned Employee:</b>	a Supplier's Person who may be the subject of a Relevant Transfer to a Successor Supplier at any time after the Commencement Date;
<b>Customer Data:</b>	all data, information, records and documentation in any electronic or tangible form relating to the Properties, Residents or the Services (including the identity of the Workers carrying out each Order) that is held on Customer's IT System, the Supplier's IT System or in paper form;
<b>Customer's Manager:</b>	the Customer's manager for the Services, appointed in accordance with Clause 4 [ <i>Customer's Obligations</i> ];
<b>Data Controller:</b>	has the meaning given under Data Protection Law;

<b>Data Loss Event:</b>	any event that results or may result in any unauthorised or unlawful access to Personal Data held by the Supplier under this Agreement, or any actual or potential loss and/or destruction of Personal Data in breach of this Agreement including any personal data breach (as defined under Data Protection Law);
<b>Data Processing Table:</b>	the table set out in Schedule 4 [ <i>Data Processing Table</i> ];
<b>Data Processor:</b>	has the meaning given under Data Protection Law;
<b>Data Protection Impact Assessment:</b>	has the meaning given under Data Protection Law;
<b>Data Protection Law:</b>	all Law relating to the processing of personal data, including all applicable guidance and codes of practice issued by the Information Commissioner's Office or any replacement data protection or related privacy Law in force in England and Wales;
<b>Data Protection Officer:</b>	has the meaning given under Data Protection Law;
<b>Data Protection Principles:</b>	the principles applicable to the protection of Personal Data under Data Protection Law;
<b>Data Subject:</b>	has the meaning given under Data Protection Law;
<b>Data Subject Access Request:</b>	a request by a Data Subject under Data Protection Law to access their Personal Data;



<b>DBS Check:</b>	a check with the Disclosure and Barring Service (or any statutory successor to the Disclosure and Barring Service) of the most extensive kind available (if any) in relation to any (actual or prospective) Worker having regard to the Services they are to provide under this Agreement and including any update to that check, whether through the Disclosure and Barring Service update service or through a further check being made;
<b>Directive:</b>	the Acquired Rights Directive 2001/23/EC;
<b>Direct Losses:</b>	all costs, claims, liabilities, expenses or demands (including legal costs) damage, losses, indebtedness, claims, actions, cash, expenses (including the cost of legal or professional services, on a solicitor and own client basis), proceedings, demands and charges whether arising under statute, contract or at common law but to avoid doubt, excluding Indirect Losses;
<b>Document:</b>	includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;
<b>Effective Date:</b>	12 February 2024;
<b>Employee Information:</b>	all information that the Customer requests regarding the Assigned Employees (including information referred to Regulation 11(2) of TUPE);
<b>Employee Liability Information:</b>	the information which a transferor must notify to a transferee under Regulation 11(2) of TUPE regarding any Relevant Employee and also such employees as fall within Regulation 11(4) of TUPE;
<b>Equal Pay Legislation:</b>	the Equality Act 2010, Article 157 of the Treaty on the Functioning of the EU or Council Directive 2012/C 326/01;

<b>Existing Supplier:</b>	those Suppliers providing all or part of the Services before the Services Start Date(s);
<b>Future Supplier:</b>	any organisation or Supplier which provides all or part of the Services after Termination;
<b>Good Industry Practice:</b>	that degree of skill, care, diligence and workmanship which would reasonably and ordinarily be expected from a skilled and experienced service provider providing services similar to the Services;
<b>Holding company:</b>	has the meaning given in Clause 1.6 [ <i>Interpretation</i> ];
<b>Initial Term Start Date:</b>	12 February 2024;
<b>Indirect Losses:</b>	loss of profits, loss of use, loss of production, loss of business, loss of business opportunity, or any claim for consequential loss or for indirect loss of any nature;
<b>Intellectual Property Rights:</b>	patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
<b>Interest Rate:</b>	4% (four per cent) above the base rate of Bank of England from time to time;

<b>Law:</b>	<p>any and all of the following:</p> <ul style="list-style-type: none"> <li>• any Act of Parliament or legislation;</li> <li>• any subordinate legislation (as defined in section 21(1) of the Interpretation Act 1978);</li> <li>• any exercise of the royal prerogative;</li> <li>• any assimilated European Union law in force in England and Wales;</li> <li>• the EU/UK Trade and Co-operation Agreement (so far as directly applicable under the European Union (Future Relationship) Act 2020);</li> <li>• any applicable judgement of a relevant court of law which is a binding precedent in England; and</li> <li>• any determination, direction, statutory guidance or Code of Practice having the force of law;</li> </ul>
<b>Materials:</b>	<p>consumables such as toilet paper which are supplied and installed by the Supplier to the Sites as part of its performance of the Services, subject always to Customer's prior agreement in writing that such items may be re-charged to the Customer, and subject always that such re-charge shall be at a rate not exceed the price paid for such items by the Supplier (with no mark-up applied);</p>
<b>Parties:</b>	<p>the Client and the Provider and their successors and permitted assignees and <b>"Party"</b> shall be construed accordingly;</p>
<b>Personal Data:</b>	<p>personal data, within the meaning given by Data Protection Law which is obtained or Processed in connection with the Services or this Agreement;</p>
<b>Processing:</b>	<p>has the meaning given under Data Protection Law and <b>"Process"</b> and <b>"Processed"</b> shall be construed accordingly;</p>



<b>Protective Measures:</b>	<p>appropriate technical and organisational measures designed to ensure compliance with the obligations of the Parties under Data Protection Law and this Agreement and which may include:</p> <ul style="list-style-type: none"> <li>• pseudonymising and encrypting Personal Data;</li> <li>• ensuring confidentiality, integrity, availability, and resilience of the Supplier's IT System;</li> <li>• ensuring that the availability of and access to Personal Data can be restored in a timely manner after an incident; and</li> <li>• regularly testing, assessing and evaluating the effectiveness of such measures adopted by the Supplier including any outlined in the Data Processing Table;</li> </ul>
<b>Regulatory Requirements:</b>	the requirements of the Law and of all Regulatory Bodies in relation to the Services including the requirements of any Regulatory Body regulating the Services and/or the way in which they are provided;
<b>Relevant Employees:</b>	all employees of the Customer or an Existing Supplier, apart from any who object to becoming employed by the Supplier, who are employed to work on the Services immediately before the Services Start Date(s) (or who would have been so employed had they not been unfairly dismissed for a reason connected to the transfer of the Services);
<b>Relevant Transfer:</b>	a relevant transfer for the purposes of TUPE;
<b>Returning Employees:</b>	those employees wholly or mainly engaged in the provision of the Services as the case may be as immediately before the Termination Date whose employment transfers to a Future Supplier under TUPE;

<b>Sites:</b>	the premises identified in Paragraph 1 [ <i>Overview</i> ] of Schedule 1 [ <i>Services</i> ]. Further details of blocks, apartments and townhouses is set out in Schedule 2 [ <i>Site and Pricing</i> ];
<b>Services:</b>	the services to be provided by the Supplier under this Agreement, as set out in Schedule 1 [ <i>Services</i> ] and the Supplier's obligations under this Agreement, together (subject always to Clause 22 [ <i>Rights and Remedies</i> ]) with any variation to Schedule 1 [ <i>Services</i> ] which the Customer notifies to the Supplier in writing, and any other services which the Customer commissions in writing from the Supplier, being services similar to or connected with the Services and being services which are required for the purposes of the Site or any part thereof and which it falls within the scope of the Supplier's existing resource and expertise and experience to provide;
<b>Services Start Date(s):</b>	such date or dates, relating to all the Sites or to particular Sites, as have been or shall be specified by the Customer in writing addressed to the Supplier from time to time;
<b>Special Category Data:</b>	special category data, within the meaning given by Data Protection Law, obtained or Processed in connection with the Services or this Agreement;
<b>Specification:</b>	the requirements for the Services as out in Schedule 1 [ <i>Services</i> ];
<b>Subsidiary:</b>	has the meaning given in Clause 1.6 [ <i>Interpretation</i> ];

<b>Supplier's Equipment:</b>	any equipment, including tools, systems, cabling or facilities, provided by the Supplier or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the Parties under which title passes to the Customer;
<b>Supplier's Manager:</b>	the Supplier's manager for the Services appointed under Clause 3.4 [ <i>Supplier's Responsibilities</i> ];
<b>Supplier's Team:</b>	the Supplier's Manager and all employees, consultants, agents and subcontractors which it engages directly in the provision of the Services;
<b>Termination Date:</b>	the date on which this Agreement comes to an end in accordance with Clause 2 [ <i>Commencement and Duration</i> ] or earlier termination as provided for in the Agreement; and
<b>VAT:</b>	value added tax chargeable under the Value Added Tax Act 1994.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's permitted successors and permitted assigns.
- 1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 A reference to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 1.10 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.12 A reference to **writing** or **written** includes fax and e-mail.
- 1.13 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.14 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15 Reference to **Business Days** means each day other than a Saturday, Sunday or public holiday in England.
- 1.16 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. COMMENCEMENT AND DURATION**

- 2.1 The Supplier shall provide the Services to the Customer on the terms and conditions of this Agreement.
- 2.2 This Agreement shall take effect from and including the Effective Date. The Supplier shall provide the Services from the Effective Date and (where applicable) the Services Start Date(s). The Customer may specify by written notice to the Supplier different Services Start Date(s) for any each of the Sites or any particular 1 (one) or more of the Sites.
- 2.3 The Services supplied under this Agreement shall continue to be supplied for a period of 24 (twenty-four) months from and including the Initial Term Start Date and, after that, shall be subject to the option of the Customer's to extend on not less than 3 (three) months' notice to the Supplier, on 2 (two) occasions, the first occasion by up to 36 (thirty-six) months and on the second occasion by occasion by up to 24 (twenty-four) months unless this Agreement is terminated in accordance with Clause 13 [*Corruption, Bribery and Conflicts*].
- 2.4 The Customer's appointment of the Supplier under this Agreement shall be non-exclusive and the Customer shall be entitled to commission services such as the Services and/or goods such as the Materials from any third party supplier.

## **3. SUPPLIER'S RESPONSIBILITIES**

- 3.1 The Supplier shall manage and complete the Services and keep the Sites and their facilities clean and tidy in accordance with Schedule 1 [*Services*] and shall allocate sufficient resources to the Service to enable it to comply with this obligation.



3.2 This Agreement may be terminated for Non-Performance following a 30 (thirty) day Rectifying Period. Such termination shall only be effective if the Customer (1) gives the Supplier written notice specifying in detail the nature of any defect in performance made within the last 30 (thirty) days with what the Customer considers is a reasonable standard and (2) engage with the Supplier during this 30 (thirty) day period using all reasonable endeavours to bring performance to an agreed reasonable standard. If Prime Facility Service's performance fails to meet the agreed reasonable standard by the 30th (thirtieth) day, the Customer shall notify the Supplier in writing within 5 (five) days of the end of the Rectifying Period to terminate the Agreement ('Confirmation'). Such written Confirmation must clearly state a date, of no less than 60 (sixty) days from the date of the Confirmation, on which it is intended that the Agreement shall terminate. Where all the above is not complied with by the Customer the process under this Clause 3.2 must be restarted in its entirety for termination for Non-Performance to be valid. The customer may (without prejudice to any other rights it may have):

3.2.1 purchase substitute services from elsewhere; and

3.2.2 hold the Supplier accountable for any loss and additional costs incurred.

3.3 The Supplier shall provide the Services:

3.3.1 in accordance with this Agreement, all applicable Law, Regulatory Requirements and Good Industry Practice; and

3.3.2 within a culture and working environment in which health and safety is paramount to everybody involved with the Services;

3.4 The Supplier shall:

3.4.1 co-operate with the Customer in all matters relating to the Services;

3.4.2 subject to the prior written approval of the Customer, appoint or, at the written request of the Customer, replace without delay:

(a) the Supplier's Manager in respect of all or each of the Sites, who shall have authority under this Agreement contractually to bind the Supplier on all matters relating to the Services;

(b) any member of the Supplier's Team, who shall be suitably skilled, experienced and qualified to carry out the Services; and

(c) shall notify the Customer of the name and contact details of each such person promptly upon their appointment.

3.4.3 subject to Clause 3.4.5, ensure that the same person acts as the Supplier's Manager throughout the term of this Agreement;

3.4.4 promptly inform the Customer of the absence (or anticipated absence) of the Supplier's Manager, or any member of the Supplier's Team. If the Customer requires, the Supplier shall provide a suitably qualified replacement;

3.4.5 not make any changes to the Supplier's Manager or the Supplier's Team without the prior written approval of the Customer; and



- 3.4.6 ensure that the Supplier's Team use all reasonable skill, care and diligence in the management and performance of the Services.
- 3.5 The Supplier shall:
- 3.5.1 observe, and ensure that the Supplier's Team observe, all health and safety Law, rules and regulations all security requirements and any other requirements that apply at any of the Customer's premises (including the Sites) and that have been communicated to it under Clause 4.1.3 [*Customer's Obligations*]. The Customer reserves the right to refuse the Supplier's Team access to the Customer's premises if necessary on health and safety or other reasonable grounds or by reason of the breach by any member of the Supplier's Team of any of the rules, regulations or requirements applicable at the Customer's premises. Such access shall in any event only be given to the extent necessary for the performance of the Services;
- 3.5.2 where the performance of the services involves access to locations which are locked or alarmed and require a key or key or alarm code or other means of entry for access, and/or which contain any unfixed or movable property of the Customer or any other person (including the staff of the Customer), the Supplier shall be responsible for ensuring that the key(s) or key code(s) or other means of entry are:
- (a) utilised by the Supplier's Manager and/or appropriate member of the Supplier's Team strictly in accordance with the manufacturer's guidance and any instructions given by the Customer;
  - (b) utilised strictly and only for the purposes of the performance of the Services;
  - (c) locked (in the case of secured apertures) and primed (in the case of alarms) after being accessed in the performance of the Services;
  - (d) kept secure and that the Services in such areas are performed only by such members of the Supplier Team who are fit and proper persons for such tasks;
  - (e) shall be liable for and shall indemnify Customer and such staff from and against any loss of or damage to any items caused by or attributable to any act or omission of the Supplier's Manager and/or member(s) of the Supplier's Team, or occasioned during the period when the Supplier's staff are at such location on the Sites; and
  - (f) where keys are taken from central key safes / main office they must be signed out and back in by the Supplier's Team in line with the on site policy / process for handling keys.
- 3.5.3 notify the Customer as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Services; and

3.5.4 before the date on which the Services are to start, obtain, and at all times maintain, all necessary licences and consents and comply with all relevant Law in relation to:

- (a) the Services; and
- (b) the installation and use of the Supplier's Equipment at the Sites;

3.5.5 comply with any request by the Customer for the Supplier's Manager and/or any member of the Supplier's Team to be assessed for safeguarding and/or child protection purposes and, to the extent that the Provider is lawfully able to obtain one, been the subject of a DBS Check of the most extensive kind available for the Supplier's Manager and/or any member of the Supplier's Team in the light of the Services they will provide under this Agreement which discloses that there are no concerns in relation to their working alongside children or vulnerable adults.

3.5.6 be responsible for ensuring that specialist surfaces and equipment (including, for example, electrical or audio or other electronic equipment) are treated with all due care, skill and diligence by the Supplier and the Supplier's Manager and the Supplier's Team, and are for example cleaned and treated in accordance with the manufacturer's recommendations or (if those are not known to the Supplier for any reason) in an appropriate manner based on the Supplier's upper quartile corporate skill, knowledge and expertise in cleaning and cleaning materials (which the Supplier hereby warrants it possesses) or (in any case of doubt) in accordance with the Customer's specific instructions. In the event of any delay or non-performance of the Services by reason of the Supplier being uncertain as to the appropriate manner for cleaning such items the Customer shall be entitled to be reimbursed or not charged for the part of the Services not performed by the Supplier.

3.6 The Supplier acknowledges and agrees that:

3.6.1 the Customer is entering into this Agreement on the basis of the Supplier's assurance given (and hereby confirmed) to the Customer that the Supplier is capable of and shall manage and complete the Services in accordance with the requirements and specifications set out in Schedule 1 [*Services*]; and

3.6.2 if it considers that the Customer is not, or may not, be complying with any of the Customer's obligations, it shall only be entitled to rely on this as relieving the Supplier's performance under this Agreement:

- (a) to the extent that it restricts or precludes performance of the Services by the Supplier; and
- (b) if the Supplier, promptly after the actual or potential non-compliance has come to its attention, has notified details to the Customer in writing.



## **4. CUSTOMER'S OBLIGATIONS**

### **4.1 The Customer shall:**

- 4.1.1 co-operate as and to the extent necessary with the Supplier in all matters relating to the Services and appoint (and, as it thinks fit, replace) the Customer's Manager in relation to the Services, who shall have the authority contractually to bind the Customer on matters relating to the Services;
- 4.1.2 provide such access to the Sites, and such facilities as may reasonably be requested by the Supplier and agreed with the Customer in writing in advance, for the purposes of the Services; and
- 4.1.3 inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer's premises including the Sites.

## **5. SERVICE REVIEW AND CHANGE CONTROL**

- 5.1 The Customer's Manager and the Supplier's Manager shall meet at least quarterly (to review the Services, quality and performance, and operational matters arising) and at least once every quarter (for a strategic review of the Services) to discuss matters relating to the Services. If the Customer wishes to change the scope or execution of the Services, it shall notify the Supplier of the change to in writing.
- 5.2 Without prejudice to either Party's other rights under this Agreement, if either Party requests a change to the scope or execution of the Services, the Supplier shall, within a reasonable time (and in any event not more than 7 (seven) Business Days after receipt of the Customer's request), provide a written estimate to the Customer of:
  - 5.2.1 the likely time required to implement the change;
  - 5.2.2 any necessary variations to the Supplier's charges arising from the change and the basis for such charges calculated in accordance with Clause 5.3; and
  - 5.2.3 any other impact of the change on this Agreement.
- 5.3 Unless the Parties agree otherwise, any necessary variations to the Supplier's charges shall be a reasonable amount calculated by reference to the charges set out in Schedule 2 [*Sites and Pricing*], provided that no additional changes shall be payable if the requirement for any additional Service arises from the Supplier's default or negligence, or the default or negligence of the Supplier's subcontractors or suppliers (if any).
- 5.4 There shall be no change to this Agreement or the Services without the Customer's written approval.
- 5.5 If both Parties consent to a proposed change under Clauses 5.1 to 5.3 (inclusive), above, the change shall be made, only after agreement of the necessary variations to the Supplier's charges, the Services and any other relevant terms of this Agreement to take account of the change that has been reached and this Agreement has been varied in accordance with Clause 20 [*Variation*].

- 5.6 If the Supplier requests a change to the scope or execution of the Services, in order to comply with any applicable safety or statutory requirements, and such changes do not materially affect the nature, scope of, or charges for the Services, the Customer shall not unreasonably withhold or delay consent to it. Unless the Supplier's request was attributable to the Customer's non-compliance with the Customer's obligations, neither the Supplier's charges or any other terms of this Agreement shall vary as a result of such change.

## **6. CHARGES AND PAYMENT**

- 6.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the charges as set out in Schedule 2 [*Sites and Pricing*].
- 6.2 For each of the Sites the price for the Services at such Sites shall be the amount set out in Schedule 2 [*Sites and Pricing*]. The price per Sites shall be paid to the Supplier in equal monthly amounts throughout the continuance of this Agreement in the amounts set out in Schedule 2 [*Sites and Pricing*], with each payment being conditional on the Supplier completing the Services in accordance with all the terms and conditions of this Agreement. Upon the Customer's agreement that such has been achieved by the Supplier, the Supplier shall invoice the Customer for the charges that are then payable, calculated as provided for in Schedule 2 [*Sites and Pricing*] and Clause 6.3.
- 6.3 The charges in Schedule 2 [*Sites and Pricing*] and referred to in this Clause 6 above excludes:
- 6.3.1 includes all and any expenses and costs incurred by the Supplier or the Supplier's Manager or any member of the Supplier's Team, including Materials; and
- 6.3.2 excludes which the Supplier shall add to its invoices at the appropriate rate.
- 6.4 The Customer shall consider and verify each invoice any invoices submitted by the Supplier promptly and in any event and which is properly due and submitted to it by the Supplier, within 5 (five) calendar days and process and pay each undisputed invoice within 30 (thirty) calendar days of the date on which it is regarded as valid and undisputed, to a bank account nominated in writing by the Supplier.
- 6.5 In relation to payments disputed in good faith, the Customer shall be obliged to pay the part (if any) of the invoice which is undisputed but may withhold payment of the disputed portion or amount pending resolution of the dispute.
- 6.6 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services in such form as the Customer shall approve. The Supplier shall allow the Customer to inspect such records at all reasonable times on request.
- 6.7 The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either



liability arises under this Agreement. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this Clause 6 shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

- 6.8 Interest is payable at the Interest Rate on any undisputed amounts which are not paid by the date 37 (thirty-seven) calendar days after the date of the Supplier's invoice from that date to the actual date of payment (inclusive of both dates).

## **7. QUALITY OF SERVICES**

- 7.1 The Supplier warrants to the Customer that:

- 7.1.1 the Supplier will perform the Services with all reasonable care, skill and diligence and in accordance with upper quartile service and commercial practices and standards in the industry for similar services;
- 7.1.2 the Services will conform with all descriptions and specifications provided to the Customer by the Supplier, including the requirements and specification set out in Schedule 1 [Services]; and
- 7.1.3 the Services will be provided in accordance with all legislation from time to time in force and applicable to the Supplier and the Customer (whom the Supplier shall not place in the position of being in breach of such legislation), and the Supplier will inform the Customer as soon as it becomes aware of any changes in that legislation.

- 7.2 The Customer's rights under this Agreement are in addition to the statutory terms implied in favour of the Customer by the Supply of Goods and Services Act 1982 and any other statute.
- 7.3 The provisions of this Clause 7 shall survive any performance, acceptance or payment pursuant to this Agreement and shall extend to any substituted or remedial services provided by the Supplier.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 The Supplier grants to the Customer an irrevocable, non-exclusive, royalty free licence to copy and use (including the right to licence others to do so) all documents in which it has Intellectual Property Rights and all other rights in the requirements and specifications set out in Schedule 1 [Services] for the Services and as otherwise provided by the Customer or the Supplier in connection with the Services, but this licence is not to extend to:
- 8.1.1 copying or using those Documents other than in connection with the Services;  
or
  - 8.1.2 selling, transferring or otherwise disposing of or granting any ownership rights in those Documents.



- 8.2 At its own expense, the Supplier shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement, including securing for the Customer all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to the Customer in accordance with Clause 8.1.
- 8.3 The Supplier shall obtain waivers of any moral rights in the products of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

## **9. LIABILITY**

- 9.1 The Supplier shall indemnify and hold the Customer harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, the Customer as a result of or in connection with any alleged or actual infringement, whether or not under English Law, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the products of the Services.
- 9.2 Nothing in this Agreement shall limit or exclude the Supplier's liability for:
- 9.2.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - 9.2.2 fraud or fraudulent misrepresentation;
  - 9.2.3 the indemnity under Clause 9.1; or
  - 9.2.4 defective products under the Consumer Protection Act 1987.
- 9.3 Subject to Clause 9.2:
- 9.3.1 except as stated in Clause 9.4, neither Party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business opportunity, loss of revenue, loss of or damage to goodwill, or any indirect or consequential loss arising under or in connection with this Agreement; and
  - 9.3.2 the Supplier's liability to the Customer in respect of loss of or damage to land and buildings and other tangible property where the loss or damage is caused (directly or indirectly) by the Supplier or its employees, contractors or agents and the property belongs to persons other than the Supplier, shall in no circumstances exceed the sum of £10m (Ten Million Pounds) per incident or series of connected incidents; and
  - 9.3.3 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances

exceed a sum of £50,000 (Fifty Thousand Pound) paid and payable by the Customer under this Agreement; and

- 9.3.4 the Customer's liability to the Supplier in respect of all losses and liabilities whatsoever under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of the charges actually payable by the Customer from time to time, plus the sum of £20,000 (twenty thousand pounds).
- 9.4 The following types of loss and damage (including pure economic loss) where incurred by the Customer and resulting from any breach of contract or duty of care (including negligence) by the Supplier will constitute direct loss and damage under this Agreement:
  - 9.4.1 Customer's additional operational and administrative costs and expenses;
  - 9.4.2 wasted expenditure, or charges rendered unnecessary and incurred by the Customer;
  - 9.4.3 the cost of procuring and implementing replacement services following termination of contract (where the breach by the Supplier was the breach which resulted in the Customer terminating the contract); or
  - 9.4.4 any fines, penalties, legal defence costs, expenses or other losses incurred by Customer as a result of it being in breach of applicable civil or criminal law.
- 9.5 During the term of this Agreement and for a period of 3 (three) years thereafter, the Supplier shall maintain in force, with a reputable insurance company, the following insurances:
  - 9.5.1 Property insurance (land and buildings and other tangible property) in relation to such property belonging to persons other than the Supplier, providing cover in an amount not less than £5m (five million pounds) per incident or series of connected incidents;
  - 9.5.2 Public Liability insurance and Product Liability insurance, each providing cover in an amount not less than £5m (five million pounds) each per incident or series of connected incidents;
  - 9.5.3 Professional indemnity insurance in an amount not less than £50,000 (fifty thousand pounds) per incident or series of connected incidents
  - 9.5.4 Customer's liability insurance providing not less than the mandatory scope and level of cover;
  - 9.5.5 and shall, on the Customer's request, produce (1) the insurance certificate (or a broker's certificate) giving details of cover, and (2) the receipt for the current year's premium, and (3) proof that the insurer is in fact on risk.
- 9.6 The provisions of this Clause 9 shall survive termination of this Agreement, however arising.

## **10. TUPE**

10.1 Within the 12 (twelve) months immediately preceding the Termination Date the Supplier shall:

- 10.1.1 provide Employee Information at no cost to the Customer within a maximum of 10 (ten) Business Days of a request from the Customer;
- 10.1.2 notify the Customer in writing of any material changes to the Employee Information promptly as and when such changes arise;
- 10.1.3 ensure that neither the Supplier nor any subcontractor without the Customer's prior written consent:
  - (a) makes any material increase or decrease in the numbers of Assigned Employees;
  - (b) increases the remuneration or otherwise changes the terms of employment or engagement of any of the Assigned Employees; or
  - (c) transfers any of the Assigned Employees to another part of their business or moves other employees from elsewhere in their business who have not previously been employed or engaged in providing the Works.

10.2 The Customer and Supplier intend TUPE to apply to the provision of any works equivalent to the Works after the Termination Date but the position is to be determined in accordance with the applicable law on the Termination Date.

10.3 Following the Termination Date the Supplier shall:

- 10.3.1 ensure that all financial obligations including wages, salaries and other benefits and all related PAYE, tax, deductions, pension contributions and National Insurance contributions in respect of the employment of the Assigned Employees are satisfied up to the Termination Date; and
- 10.3.2 remain (or ensure that subcontractors remain) responsible for all the Supplier's or subcontractor's employees or Supplier's Team who are not Assigned Employees.

10.4 The Supplier shall:

- 10.4.1 impose obligations on its subcontractors in the same terms as those applying to the Supplier under Clauses 10.1, 10.2 and 10.3; and
- 10.4.2 ensure that the subcontractors comply with those obligations.

10.5 The Supplier shall indemnify the Customer and at the Customer's request any Future Supplier, against all Liability arising from:

- 10.5.1 the Supplier or a subcontractor failing to provide the Customer with any Employee Information promptly;
- 10.5.2 any material inaccuracy in or omission from the Employee Information;
- 10.5.3 any claim by or on behalf of:



- (a) any of the Supplier's or subcontractor's employees or Supplier's Team who are not Assigned Employees;
- (b) any of the Assigned Employees in respect of the period before and including the Termination Date (whether any such claim arises before, on or after the Termination Date) except to the extent that such Liability results from any failure by the Customer or any Future Supplier to comply with Regulation 13(4) of TUPE; or
- (c) any of the Assigned Employees under Equal Pay Legislation which is referable to the period before the Termination Date (including a claim made after the Termination Date arising out of circumstances which arose before the Termination Date); or
- (d) a failure of the Supplier to comply with Clause 10.1.

10.6 The Customer may assign the benefit of any or all of the indemnities in Clause 10.5 to a Successor Supplier.

## **11. DATA PROTECTION**

- 11.1 Each Party shall comply with Data Protection Law when Processing Personal Data under this Agreement. This includes complying with the Data Protection Principles and upholding the rights of Data Subjects under Data Protection Law.
- 11.2 Each Party shall ensure they have all necessary and appropriate legal bases required for the lawful Processing of Personal Data under this Agreement (including any transfer of Personal Data to the other Party).
- 11.3 Each Party shall designate its own Data Protection Officer if Data Protection Law so requires.
- 11.4 The subject-matter, nature and purpose and the duration of Processing and the types of Personal Data and categories of Data Subject in relation to which Personal Data may be Processed under this Agreement are set out in the Data Processing Table in Schedule 4 [*Data Processing Table*].
- 11.5 Where the Supplier Processes Personal Data of which the Customer is the Data Controller the Supplier shall:
  - 11.5.1 do so only on written instructions from the Customer (the first such instructions being those set out in this Agreement) as revised by the Customer from time to time (where applicable) in accordance with Clause 11.13;
  - 11.5.2 do so only as authorised by this Agreement (and not as determined by the Supplier);
  - 11.5.3 promptly comply with the Customer's written instructions and requirements from time to time, including any requests to amend, delete or transfer Personal Data;

- 11.5.4 immediately inform the Customer if the Supplier thinks that it has been given an instruction which does not comply with Data Protection Law;
- 11.5.5 take all reasonable steps to ensure the reliability and integrity of all persons (including Staff) whom the Supplier authorises to Process the Personal Data and ensure that those persons:
  - (a) are aware of and comply with the Supplier's obligations under this Clause 11.5;
  - (b) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
  - (c) are informed of the confidential nature of the Personal Data and do not Process, publish, disclose or divulge any of the Personal Data other than in accordance with this Agreement or the written instructions of the Customer; and
  - (d) have undergone adequate training in Data Protection Law, the confidentiality, security, use, care, protection and handling of Personal Data and the Supplier's obligations as Data Processor under this Agreement.
- 11.5.6 fully cooperate with and assist the Customer, by having appropriate technical and organisational measures in place, to give effect to the rights of Data Subjects and respond to requests for exercising the Data Subject's rights including Data Subject Access Requests;
- 11.5.7 Process the Personal Data in such a manner that ensures that at all times the Customer complies with Data Protection Law;
- 11.5.8 maintain complete and accurate records and information of any Processing of Personal Data it carries out on behalf of the Customer which are sufficient to demonstrate compliance by the Customer and the Supplier with Data Protection Law and this Clause 11.5;
- 11.5.9 on request, provide the Customer promptly with all information that the Customer needs to show that both the Customer and Supplier have complied with their data protection obligations under this Agreement; and
- 11.5.10 at the option of the Customer, either irretrievably delete or return all Personal Data to the Customer by the date set out in the Data Processing Table (unless the Supplier is required by Law to retain that Personal Data).



- 11.6 The Supplier shall maintain appropriate Protective Measures (which the Customer may reasonably reject) which are appropriate to protect against a Data Loss Event. If the Customer reasonably rejects Protective Measures put in place by the Supplier, the Supplier must propose alternative Protective Measures to the satisfaction of the Customer. Failure to reject shall not amount to approval by the Customer of the adequacy of the Protective Measures. Protective Measures must take account of:
- 11.6.1 the nature of the Personal Data to be protected;
  - 11.6.2 the harm that might result from any Data Loss Event including the risk (which may be of varying likelihood and severity) for the rights and freedoms of natural persons;
  - 11.6.3 the scope, context and purpose of the Processing of the Personal Data concerned;
  - 11.6.4 the state of technological development; and
  - 11.6.5 the cost of implementing any measures;
- 11.7 The Supplier shall not transfer any Personal Data outside of the area comprising the United Kingdom and the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- 11.7.1 the destination country has been recognised as adequate by the UK government in accordance with Data Protection Law;
  - 11.7.2 the Supplier has provided appropriate safeguards in relation to the transfer (in accordance with Data Protection Law) as determined by the Customer;
  - 11.7.3 Data Subjects have enforceable rights and effective legal remedies;
  - 11.7.4 the Supplier complies with the Supplier's obligations under Data Protection Law by providing an appropriate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations under Data Protection Law); and
  - 11.7.5 the Supplier complies with any instructions notified to the Supplier by the Customer with respect to the Processing of that Personal Data.
- 11.8 The Supplier shall notify the Customer immediately (and provide further information as details become available) if the Supplier:
- 11.8.1 receives a Data Subject Request (or purported Data Subject Request);
  - 11.8.2 receives a request to rectify, block or erase any Personal Data;
  - 11.8.3 receives any other request, complaint or communication relating to either Party's obligations under Data Protection Law;
  - 11.8.4 receives any communication from the Information Commissioner or any other Regulatory Body in connection with Personal Data processed under this Agreement;

- 11.8.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- 11.8.6 becomes aware of a Data Loss Event, in which case the notification shall:
- (a) describe the nature of the Data Loss Event including the categories and number of Data Subjects and records concerned;
  - (b) communicate the name and contact details of all persons from whom more information can be obtained about the Data Loss Event;
  - (c) describe the likely consequences of the Data Loss Event; and
  - (d) describe the measures taken by the Supplier and the measures which the Supplier wishes the Customer (at the expense of the Supplier) to take to address the Data Loss Event and mitigate its possible adverse effects.
- 11.9 The Supplier shall give the Customer immediate and full co-operation and assistance in relation to any Data Loss Event including:
- 11.9.1 taking all reasonable steps the Customer requires to assist in the containment, mitigation, remediation and investigation of such Data Loss Event;
- 11.9.2 providing assistance with notifying the Information Commissioner's Office or affected Data Subjects of any breach of Data Protection Law;
- 11.9.3 providing the Customer promptly with all relevant information in the Supplier's possession; and
- 11.9.4 where the Data Loss Event involves Personal Data being lost, damaged, corrupted or unusable, promptly restoring that Personal Data at the Supplier's expense.
- 11.10 Taking into account the nature of the Processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Law and any complaint, communication or request made under Clause 11.8 (and insofar as possible within the timescales reasonably required by the Customer), promptly providing the Customer with:
- 11.10.1 full details and copies of the complaint, communication or request;
- 11.10.2 such assistance as the Customer reasonably requests to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in Data Protection Law;
- 11.10.3 at the Customer's request, any Personal Data it holds in relation to a Data Subject Access Request; and
- 11.10.4 such assistance as the Customer requests with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.



- 11.11 The Supplier shall provide reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment before commencing any Processing and whenever reasonably required by the Customer. Such assistance may include (at the discretion of the Customer):
- 11.11.1 a systematic description of the envisaged Processing operations and the purpose of the Processing;
  - 11.11.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
  - 11.11.3 an assessment of the risks to the rights and freedoms of Data Subjects; and / or
  - 11.11.4 details of the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 11.12 The Customer or an auditor designated by the Customer may inspect and audit the Supplier's facilities for Processing the Personal Data of which the Customer is Data Controller to ensure they comply with this Agreement and Data Protection Law.
- 11.13 The Customer may revise their instructions to the Supplier on the Processing of Personal Data at any time if this is necessary or desirable to comply with Data Protection Law. Such revision shall not entitle the Supplier to any additional payment, be a compensation event, lead to any paid or unpaid extension of time or be treated as a variation to this Agreement. The Customer shall use reasonable endeavours to give the Supplier as much notice of the revision as possible, consistent with their obligation to comply with Data Protection Law and protect against any Data Loss Event.
- 11.14 If the Supplier is in breach of Data Protection Law or this Clause 11, the Customer may suspend the transfer of Personal Data to the Supplier until the breach is remedied to the Customer's satisfaction.
- 11.15 Nothing in this Agreement requires either Party to disclose any information to the other Party or any third party if to do so would breach Data Protection Law. If any part of this Clause 11 does not comply with Data Protection Law, the Customer may amend that part (to the minimum necessary to ensure such compliance) by giving the Supplier at least 30 (thirty) Business Days' notice. The Parties agree that such amendment shall not entitle the Supplier to any additional payment, be a compensation event, lead to any paid or unpaid extension of time or be treated as a variation to this Agreement.
- 11.16 The Customer may replace this Clause with any applicable Data Controller to Data Processor standard Clauses forming part of an applicable certification scheme (as defined under Data Protection Law) at any time by giving the Supplier at least 30 (thirty) Business Days' notice. The Parties agree that such amendment shall not entitle the Supplier to any additional payment, be a compensation event, lead to any paid or unpaid extension of time or be treated as a variation to this Agreement.

11.17 The Parties shall take account of any guidance issued by the Information Commissioner's Office. The Customer may amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office by giving the Supplier at least 30 (thirty) Business Days' notice. The Parties agree that such amendment shall not entitle the Supplier to any additional payment, be a compensation event, lead to any paid or unpaid extension of time or be treated as a variation to this Agreement.

## **12. CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY**

12.1 The Supplier undertakes that it shall not at any time during this Agreement, and for a period of 5 (five) years after termination of this Agreement, disclose to any person any technical or commercial know-how, plans, specifications (including those set out in Schedule 1 [*Services*]), processes, know how or other information which are of a confidential nature and have been disclosed to the Supplier by the Customer, its employees, agents, consultants or subcontractors, or any other confidential information concerning the Customer's business or its services, customers or affairs which the Supplier may obtain, except as permitted by Clause 12.2.

12.2 The Supplier may disclose the Customer's confidential information:

12.2.1 to the Supplier's Team and to such of its other employees, agents, consultants or subcontractors as need to know it for the purpose of discharging the Supplier's obligations to the Customer. The Supplier shall ensure that its employees, agents, consultants or subcontractors to whom it discloses the Customer's confidential information comply with this Clause 12 upon written terms and conditions which are binding as between the Supplier and each such person; and

12.2.2 as may be required by Law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 The Supplier shall not use the Customer's confidential information for any purpose other than to perform its obligations under this Agreement.

12.4 All Customer's Equipment and all other materials, equipment and tools, drawings, specifications and data and know-how and instructions supplied by the Customer to the Supplier shall, at all times, be and remain as between the Customer and the Supplier the exclusive property of the Customer, but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Customer. They shall not be disposed of or used other than in accordance with the Customer's written instructions or authorisation.



### **13. CORRUPTION, BRIBERY AND CONFLICTS**

- 13.1 Customer may terminate this Agreement for default by the Supplier immediately by written notice and recover from the Supplier the amount of any loss resulting from such termination if:
- 13.1.1 the Supplier commits an offence under the Bribery Act 2010 or any Law concerning fraudulent or corrupt acts in relation to this Agreement or any other contract with Customer;
  - 13.1.2 the Supplier has offered or given or agreed to give Customer, or any person connected with any gift or consideration of any kind as an inducement or reward for:
    - (a) doing or not doing or having done or not having done any action in relation to the obtaining or execution of this Agreement or any other contract with Customer; or
    - (b) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with Customer; or
    - (c) the acts referred to in Clauses 13.1.1 or 13.1.2 have been done by any person employed by the Supplier or acting on the Supplier's behalf (whether without or with the Supplier's knowledge).
- 13.2 The Supplier shall take and require all Subcontractors to take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud and bribery in connection with this Agreement. The Supplier shall notify Customer immediately if it has reason to suspect that any fraud or bribery (including any breach of Clause 13.1) has occurred, is occurring or is likely to occur.
- 13.3 If the Supplier or any of the Supplier's Team commits any fraud or bribery (including any breach of Clause 13.1) in relation to this or any other contract with Customer, Customer may recover in full from the Supplier any loss sustained by Customer in consequence of such fraud.
- 13.4 The Supplier shall cooperate fully with Customer, its auditors and/or any Regulatory Body in relation to any investigation into fraud or bribery in connection with this Agreement.
- 13.5 The Supplier shall take appropriate steps to ensure that they are not placed in a position where (in the reasonable opinion of Customer) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the obligations owed to Customer under this Agreement.
- 13.6 The Supplier shall promptly notify and provide full particulars to Customer if any conflict referred to in Clause 13.5 above arises or is reasonably foreseeable to arise.



26C	EDGECOMBE WAY	KEY WORKER		
26D	EDGECOMBE WAY	KEY WORKER		
28	EDGECOMBE WAY A TO D	KEY WORKER	Townhouse communal cleaning	Fortnightly
28A	EDGECOMBE WAY	KEY WORKER		
28B	EDGECOMBE WAY	KEY WORKER		
28C	EDGECOMBE WAY	KEY WORKER		
28D	EDGECOMBE WAY	KEY WORKER		
30	EDGECOMBE WAY A TO D	KEY WORKER	Townhouse communal cleaning	Fortnightly
30A	EDGECOMBE WAY	KEY WORKER		
30B	EDGECOMBE WAY	KEY WORKER		
30C	EDGECOMBE WAY	KEY WORKER		
30D	EDGECOMBE WAY	KEY WORKER		
32	EDGECOMBE WAY A TO D	KEY WORKER	Townhouse communal cleaning	Fortnightly
32A	EDGECOMBE WAY	KEY WORKER		

32B	EDGECOMBE WAY	KEY WORKER		
32C	EDGECOMBE WAY	KEY WORKER		
32D	EDGECOMBE WAY	KEY WORKER		
34	EDGECOMBE WAY A TO D	KEY WORKER	Townhouse communal cleaning	Fortnightly
34A	EDGECOMBE WAY	KEY WORKER		
34B	EDGECOMBE WAY	KEY WORKER		
34C	EDGECOMBE WAY	KEY WORKER		
34D	EDGECOMBE WAY	KEY WORKER		
36	EDGECOMBE WAY A TO D	KEY WORKER	Townhouse communal cleaning	Fortnightly
36A	EDGECOMBE WAY	KEY WORKER		
36B	EDGECOMBE WAY	KEY WORKER		
36C	EDGECOMBE WAY	KEY WORKER		
36D	EDGECOMBE WAY	KEY WORKER		
38	EDGECOMBE WAY A TO D	KEY WORKER	Townhouse communal cleaning	Fortnightly

38A	EDGECOMBE WAY	KEY WORKER		
38B	EDGECOMBE WAY	KEY WORKER		
38C	EDGECOMBE WAY	KEY WORKER		
38D	EDGECOMBE WAY	KEY WORKER		
40	EDGECOMBE WAY A TO D	KEY WORKER	Townhouse communal cleaning	Fortnightly
40A	EDGECOMBE WAY	KEY WORKER		
40B	EDGECOMBE WAY	KEY WORKER		
40C	EDGECOMBE WAY	KEY WORKER		
40D	EDGECOMBE WAY	KEY WORKER		
42	EDGECOMBE WAY A TO D	KEY WORKER	Townhouse communal cleaning	Fortnightly
42A	EDGECOMBE WAY	KEY WORKER		
42B	EDGECOMBE WAY	KEY WORKER		
42C	EDGECOMBE WAY	KEY WORKER		
42D	EDGECOMBE WAY	KEY WORKER		

44	EDGECOMBE WAY A TO D	KEY WORKER	Townhouse communal cleaning	Fortnightly
44A	EDGECOMBE WAY	KEY WORKER		
44B	EDGECOMBE WAY	KEY WORKER		
44C	EDGECOMBE WAY	KEY WORKER		
44D	EDGECOMBE WAY	KEY WORKER		
46	EDGECOMBE WAY A TO D	KEY WORKER	Townhouse communal cleaning	Fortnightly
46A	EDGECOMBE WAY	KEY WORKER		
46B	EDGECOMBE WAY	KEY WORKER		
46C	EDGECOMBE WAY	KEY WORKER		
46D	EDGECOMBE WAY	KEY WORKER		
48	EDGECOMBE WAY A TO D	KEY WORKER	Townhouse communal cleaning	Fortnightly
48A	EDGECOMBE WAY	KEY WORKER		
48B	EDGECOMBE WAY	KEY WORKER		
48C	EDGECOMBE WAY	KEY WORKER		



48D	EDGECOMBE WAY	KEY WORKER		
50	EDGECOMBE WAY A TO D	KEY WORKER	Townhouse communal cleaning	Fortnightly
50A	EDGECOMBE WAY	KEY WORKER		
50B	EDGECOMBE WAY	KEY WORKER		
50C	EDGECOMBE WAY	KEY WORKER		
50D	EDGECOMBE WAY	KEY WORKER		

Pricing Elements	Price (£)
<p>Cost to complete an ad-hoc room</p> <p>(Note room cleans are on request only and do not make up part of the annual charge additionally there is no guarantee of spend on this element of the contract)</p>	£30 per room clean
Cost per year to complete fortnightly cleans and deep cleans when required.	£49,329 per annum inclusive of carpet cleaning requirements.

Contract Value	
<p>The Estimated budget for this contract per annum is £52,329 based on the annual cost for fortnightly cleans and deep cleans as well as an estimated figure of £3000.00 for 100 ad-hoc room cleans. This Ad-hoc room clean element is an unknown and therefore the committed spend is £49,329 per annum. (All figures exclude VAT).</p>	

**SCHEDULE 3**  
**KPI'S**

Rooftop Housing Key Performance Indicators - Cleaning of Keyworker Accommodation at Royal Shrewsbury Hospital			Prime Facility Services			
KPI	Description	Responsible for Reporting	Target	Q1	Q2	Q3 Q4
<b>Health and Safety</b>						
1	RAMS up to date - sent annually or when requested.	Contractor	100%			
2	Incidents: accidents & near misses.	Contractor	<p>No more than 1 (one) per quarter without additional actions been agreed. More than 4 (four) in a quarter will be deemed as this KPI not been met.</p> <p>Within 1 (one) x 12 (twelve) month period any more than 1 (one) reportable / notifiable incident (such as RIDOR or HSE) will be deemed as this KPI not been met.</p>			

Rooftop Housing Key Performance Indicators - Cleaning of Keyworker Accommodation at Royal Shrewsbury Hospital					Prime Facility Services			
KPI	Description	Responsible for Reporting	Target		Q1	Q2	Q3	Q4
<b>Quality</b>								
3	Schedule adherence (cleans taking place within the month planned) Where specific dates for cleans are agreed these will be measured with allowances given for poor weather.	Contractor	97%					
5	Customer satisfaction.	Customer	90%					
6	Complaint responses provided within 3 days unless additional time frame is agreed for any major complaints.	Customer	100%					
<b>Contract Management</b>								
7	Job cards available through the online portal or emailed where the portal is not available within 48 (forty-eight) hours of work been completed.	Customer	95%					



## SCHEDULE 4

### DATA PROCESSING TABLE

In accordance with Clause 11.4 [*Data Protection*], the subject matter, nature, purpose and duration of Personal Data Processing under this Agreement by the Provider as Data Processor is set out in the Data Processing Table below:

<b>Subject matter of Processing (including types of Personal Data that may be Processed and categories of Data Subject):</b>	Personal Data including names, addresses and contact details, Property access requirements and special requirements such as warning markers for customers with additional needs or markers for rule of 2 (two) in relation to access or carrying out the Services which may necessitate Processing of Special Category Data and personal data relating to criminal convictions and offences.
<b>Nature and purpose of Processing:</b>	Interrogation of the Personal Data for the purpose of carrying out the Services, including arranging appointments and access, ensuring the health and safety of both residents of the Sites and the Supplier's Team providing the Services by complying with health and safety Law and any other applicable regulatory or legal requirements, monitoring Resident satisfaction and correcting any Personal Data found to be incorrect whilst providing the Services.
<b>Security measures:</b>	Encryption in transit Minimisation of data (only sharing what is necessary to carry out the contract)
<b>International transfers and legal gateway:</b>	No international transfers of Personal Data are permitted.

<p><b>Duration of Processing and plan for return or destruction of Personal Data once the Processing is complete:</b></p>	<p>During the term of the Agreement for 20 (twenty) Business Days from its end (within which it is to be returned or destroyed.)</p>
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Signed by SAM MORGAN ROOFTOP HOUSING ASSOCIATION LIMITED	 Director - Resources
Signed by DAVID EDWARDS for and on behalf of PRIME FACILITY SERVICES	 Director



