

Attachment 1

Terms and Conditions

CONTRACT FOR cleaning services for Morningside Primary School and Children's Centre

THIS CONTRACT IS DATED ..^{***} Date the School Signed the Contract ^{***}

Parties

- 1) Morningside Primary School and Children's Centre ("the School");
and
- 2) ^{***} company name and registered number ^{***} whose registered office is at ^{***} full address ^{***} ("the Contractor")

Recitals

The Contractor has agreed to provide cleaning services on the terms and conditions set out in this Contract.

The School's reference number for this Contract is MSCLEAN21.

1 Interpretation

1.1 In this Contract the following words shall mean:-

"the Services"	the services to be performed by the Contractor as described in Schedule 1;
"the Contract Manager"	Michael Haddon, Finance Manager
"the Contractor's Contract Manager"	<u>^{***} name of the Contractors Contract Manager ^{***}</u>
"Confidential Information"	means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party.
"Contracting Department"	any contracting Department as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the School;
"Contractor Personnel"	all employees, agents, consultants and contractors

	of the Contractor and/or of any Sub-contractor;
"School's Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the School, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"Her Majesty's Government"	means the duly elected Government for the time being during the reign of Her Majesty and/or any department, committee, office, servant or officer of such Government
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
"Property"	means the property, other than real property, issued or made available to the Contractor by the School in connection with the Contract.
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

1.2 References to "Contract" mean this contract (and include the Schedules). References to "Clauses" and "Schedules" mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.

1.3 Reference to the singular include the plural and vice versa and references to any gender include both genders. References to a person include any individual, firm, unincorporated association or body corporate.

2 Commencement and Continuation

The Contractor shall commence the Services on Thursday 1st April 2021 and, subject to Clause 10.1 shall complete the Services on Friday 31st March 2023.

3 Contractor's Obligations

- 3.1 The Contractor shall promptly and efficiently complete the Services in accordance with the provisions set out in Schedule 1.
- 3.2 The Contractor shall comply with the accounting and information provisions of Schedule 2.
- 3.3 The Contractor shall comply with all statutory provisions including all prior and subsequent enactments, amendments and substitutions relating to that provision and to any regulations made under it.

4 School's Obligations

The School will comply with the payment provisions of Schedule 2 provided that the School has received full and accurate information and documentation as required by Schedule 2 to be submitted by the Contractor for work completed to the satisfaction of the School.

5 Changes to the School's Requirements

- 5.1 The School shall notify the Contractor of any material change to the School's requirement under this Contract.
- 5.2 The Contractor shall use its best endeavours to accommodate any changes to the needs and requirements of the School provided that it shall be entitled to payment for any additional costs it incurs as a result of any such changes. The amount of such additional costs to be agreed between the parties in writing.

6 Management

- 6.1 The Contractor shall promptly comply with all reasonable requests or directions of the Contract Manager in respect of the Services.
- 6.2 The Contractor shall address any enquiries about procedural or contractual matters in writing to the Contract Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recitals to this Contract.

7 Contractor's Employees and Sub-Contractors

- 7.1 Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 7.2 The Contractor shall take all reasonable steps to satisfy itself that its employees or sub-contractors (or their employees) are suitable in all respects to perform the Services.

- 7.3** The Contractor shall immediately notify the School if they have any concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract.
- 7.4** The Contractor, its employees and sub-contractors (or their employees), whilst on School premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.
- 7.5** The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Services, in accordance with the School's reasonable security requirements as required from time to time.

9 Warranty and Indemnity

- 9.1** The Contractor warrants to the School that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the School to expect in all the circumstances. The School will be relying upon the Contractor's skill, expertise and experience in the performance of the Services and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Services and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming a part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.
- 9.2** Without prejudice to any other remedy, if any part of the Services is not performed in accordance with this Contract then the School shall be entitled, where appropriate to:
- 9.2.1** require the Contractor promptly to re-perform or replace the relevant part of the Services without additional charge to the School; or
- 9.2.2** assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.
- 9.3** The Contractor shall be liable for and shall indemnify the School in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the School or otherwise arising out of or in the course of or caused by the provision of the Services.
- 9.4** The Contractor shall be liable for and shall indemnify the School against any expense, liability, loss, claim or proceedings arising as a result of or in connection with any breach of the terms of this Contract or otherwise through the default of the Contractor
- 9.5** All property of the Contractor whilst on the School's premises shall be there at the risk of the Contractor and the School shall accept no liability for any loss or damage howsoever occurring to it.
- 9.6** The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the School, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or

policies are properly maintained.

10 Termination

- 10.1** This Contract may be terminated by either party giving to the other party at least 3 months' notice in writing.
- 10.2** In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.
- 10.3** In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.
- 10.4** This Contract may be terminated by the School with immediate effect by notice in writing if at any time:-
- 10.4.1** the Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or
 - 10.4.2** a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or
 - 10.4.3** the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or
 - 10.4.4** the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986.
 - 10.4.5** there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a change in the control of the Contractor, unless the Contractor has previously notified the School in writing. For the purpose of this Sub-Clause 10.4.5 "control" means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power.
 - 10.4.6** the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct
 - 10.4.7** the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business;
 - 10.4.8** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to the payment of Social Security contributions;
 - 10.4.9** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to payment of taxes;
 - 10.4.10** the Contractor fails (or being a company, any officers or representatives of the

Contractor fail) to disclose any serious misrepresentation in supplying information required by the School in or pursuant to this Contract.

10.5 Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

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11 Status of Contractor

11.1 In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the School.

11.2 The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the School.

12 Confidentiality

12.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:

12.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and

12.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

12.2 Clause 12 shall not apply to the extent that:

12.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to Clause 13 (Freedom of Information);

12.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

12.2.3 such information was obtained from a third party without obligation of confidentiality;

12.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or

12.2.5 it is independently developed without access to the other party's Confidential Information.

12.3 The Contractor may only disclose the School's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Project and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.

12.4 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the School's Confidential Information received otherwise than for the purposes of this Contract.

12.5 The Contractor shall ensure that their employees, servants or such professional advisors or consultants are aware of the Contractor's obligations under this Contract.

12.6 Nothing in this Contract shall prevent the School from disclosing the Contractor's Confidential Information:

12.6.1 for the purpose of the examination and certification of the School's accounts; or

12.6.2 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the School has used its resources.

12.7 The School shall use all reasonable endeavours to ensure that any employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 12 is made aware of the School's obligations of confidentiality.

12.8 Nothing in this clause 12 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

13 Freedom of Information

13.1 The Contractor acknowledges that the School is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the School to enable the School to comply with its information disclosure obligations.

13.2 The Contractor shall and shall procure that its Sub-contractors shall:

13.2.1 transfer to the School all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

13.2.2 provide the School with a copy of all Information in its possession, or power in the form that the School requires within five Working Days (or such other period as the School may specify) of the School's request; and

13.2.3 provide all necessary assistance as reasonably requested by the School to enable the School to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

13.3 The School shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

13.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the School.

13.5 The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the School may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental

Information Regulations to disclose information concerning the Contractor or the Project:

13.5.1 in certain circumstances without consulting the Contractor; or

13.5.2 following consultation with the Contractor and having taken their views into account;

provided always that where 13.5.1 applies the School shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

13.6 The Contractor shall ensure that all Information is retained for disclosure and shall permit the School to inspect such records as requested from time to time.

14 Access and Information

The Contractor shall provide access at all reasonable times to the School's internal auditors or other duly authorised staff or agents to inspect such documents as the School considers necessary in connection with this Contract and where appropriate speak to the Contractor's employees.

15 Transfer of Responsibility on Expiry or Termination

15.1 The Contractor shall, at no cost to the School, promptly provide such assistance and comply with such timetable as the School may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or other termination of this Contract. The School shall be entitled to require the provision of such assistance both prior to and, for a reasonable period of time after the expiry or other termination of this Contract.

15.2 Such assistance may include (without limitation) the delivery of documents and data in the possession or control of the Contractor which relate to this Contract, including the documents and data, if any, referred to in the Schedule.

15.3 The Contractor undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the School to ensure an orderly transfer of responsibility.

16 Amendment and variation

No amendment or variation to this Contract shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto. The Contractor shall comply with any formal procedures for amending or varying contracts which the School may have in place from time to time.

17 Assignment and Sub-contracting

The benefit and burden of this Contract may not be assigned or sub-contracted in whole or in part by the Contractor without the prior written consent of the School. Such consent may be given subject to any conditions which the School considers necessary. The School may withdraw its consent to any sub-contractor where it no longer has reasonable grounds to approve of the sub-contractor or the sub-contracting arrangement and where these grounds have been presented in writing to the Contractor.

18 The Contract (Rights of Third Parties) Act 1999

This Contract is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person not a party to the Contract.

19 Waiver

No delay by or omission by either Party in exercising any right, power, privilege or remedy under this Contract shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

20 Notices

Any notices to be given under this Contract shall be delivered personally or sent by post or by facsimile transmission to the Contract Manager (in the case of the School) or to the address set out in this Contract (in the case of the Contractor). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, 48 hours after posting or, if sent by facsimile transmission, 12 hours after proper transmission.

21 Dispute resolution

- 21.1** The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract.
- 21.2** Any dispute not capable of resolution by the parties in accordance with the terms of Clause 21 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
- 21.3** No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to commence court proceedings/arbitration.

22 Discrimination

- 22.1** The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.
- 22.2** The Contractor shall take all reasonable steps to secure the observance of Clause 22.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

23 Law and Jurisdiction

This Contract shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts.

As witness the hands of the parties

Authorised to sign for and on
behalf of the School

Signature

Name in CAPITALS

Position in Organisation

Address in full

Date

Authorised to sign for and on
behalf of the Contractor

Signature

Name in CAPITALS

Position in Organisation

Address in full

Date

Schedule 1: Specification

1 - Aim

1.1 The Contractor shall use all reasonable endeavours to achieve the outcome of providing the School with a high quality cleaning service that reflects the positive attitude of the teaching environment and is flexible when dealing with changing demands in a busy environment.

1.2 Morningside Primary School -

Provide a cleaning schedule across 48 weeks per year from Monday to Friday. 39 weeks are term time and 9 weeks are non-term time. This service should be carried out between 4am and 8am. (Current contract is for a total of 90 hours per week across 18 hours per day)

1.3 Morningside Children's Centre -

Provide a cleaning schedule across 48 weeks per year from Monday to Friday. 39 weeks are term time and 9 weeks are non-term time. This service should be carried out between 4am and 8am. (Current contract is for a total of 12.5 hours per week across 2.5 hours per day)

2 - Key Performance Indicators

2.1 Quality of Service

Results of audits to determine if a specific department or location needs improvement

Results of audits to determine if a specific service (i.e. dusting) needs improvement

Results of audits to determine if a specific individual is performing up to standards

2.2 Client Satisfaction and Responsiveness

Results of staff surveys to determine satisfaction

Monitoring complaints/compliments received

Monitoring special requests received and successfully completed by cleaning team

2.3 Cleaning Team

Monitoring employee absence

Monitoring training for new employees on procedures and adherence to safety regulations and policies

Monitoring employee retention rate and negative attrition

2.4 Safety

Monitoring number of accidents during a work shift

Monitoring lost work days due to accidents during a work shift

Monitoring number of OHS incidents, if any, during a work shift

3 - Delivery Methodology

3.1 - Cleaning standard

3.11 A good cleaning standard is required with an absence of soil, dust, dirt, stains, marks and odours. It is expected that the required cleaning standard be recognisable to the skilled, competent and experienced contractor and be dependent upon good practice, suitable materials and equipment and properly trained, to recognised industry standards, and supervised staff.

3.1.2 Cleaning methods and materials/equipment used shall be the most appropriate for carrying out each task in each type of area taking into account the use of each area, the specification and the condition of the area prior to cleaning.

3.1.3 All surfaces shall be maintained so as to preserve and enhance their existing condition, polished surfaces shall be maintained in a polished state and the building will show a well-cared for and pleasing appearance.

3.2 - Cleaning requirements

3.2.1 The contractor's general responsibilities are subject to the provisions of the contract and on the days and between the times specified, to provide to the entire satisfaction of the school the efficient and safe cleaning of the premises to the required standard.

3.2.2 The contractor will supply sufficient supervision and cleaning operatives together with recognised and approved cleaning equipment and materials and will take full responsibility for the adequacy and safety of all operations and will comply in all respects with current Health and Safety legislation as required. The school will approve all equipment and materials, and additions or substitutions will not be implemented without prior written approval.

3.2.3 A Record Book will be provided by the Contractor at this site and shall be maintained jointly in an agreed location. It shall be used to record all events affecting the contract at that site, including details of all additional works carried out and work substitutions agreed.

3.2.4 The Contractor will use the school's Inventory system or provide a Signing In book at this site. All contract staff shall sign in this book on arrival and shall sign out when leaving the establishment. All records shall be maintained accurately, truthfully and clearly.

3.3 - Cleaning times

3.3.1 The contractor will be free to arrange for cleaning work to be carried out each day, as specified within the options detailed in this specification. It should be noted that times of entry might vary between different areas within the School and the contractor must ensure that a suitable and sufficient system is in place so that all areas are cleaned during the available times.

3.3.2 All wet cleaning of hard floor surfaces to be completed by 7am to enable drying before 8am.

3.3.3 Care shall be taken by the Contractor at all times as other site users may be present during the times when cleaning operatives are on site. Professional cleaning practices and appropriate warning signs shall be used at all times.

4 - Area Definitions

4.1 - Non-Hygiene Areas

4.1.1 Classrooms - Teaching areas used exclusively for the purpose of general teaching such as literacy, numeracy, etc.

4.1.2 Computer rooms - Teaching areas used for computer studies. The presence of IT and related equipment requires cleaners to take extra care in these areas. Carpets may be of the anti-static variety and, if so, shall be treated accordingly. Excessive use of 'wet' cleaning methods is to be avoided.

4.1.3 Classroom: Multi-use - Classrooms used for a wide range of teaching activities, which may include practical lessons (use of paint, etc.) as well as general lessons. This may also include corridors used for teaching purposes.

4.1.4 Assembly and Dining Halls - Areas used for a variety of functions which will include pupil gatherings, large meetings, dining and performing arts activities. These areas have high ceilings and are subjected to heavy use, which means high levels of soilage should be expected.

4.1.5 Sports Halls - Areas used normally for sports activities, although they may be used for functions as described above. These areas normally have high ceilings and floors that may require special cleaning methods.

4.1.6 Offices - Standard office accommodation and staff areas. Such areas normally receive less heavy use and more care from users. These areas may contain IT and other similar equipment requiring the cleaners to take special care. Care should also be taken not to disturb paperwork.

4.1.7 Stairs and Landings - Stairs, understair areas and landings see high levels of traffic and attract above average quantities of dust, litter and debris. Cleaning must not only include the surfaces of the stairs but also handrails and balustrades. Ceilings over stairwells may be very high and may require special safety equipment or cleaning methods.

4.1.8 Corridors, Entrances and Cloakrooms - Corridors and entrances carry high levels of traffic. Cloakrooms may be separate or included within the boundaries of a corridor/entrance. Entrances attract water, mud, leaves and debris trodden in from outside which will require extra attention in the autumn and spring terms.

4.2 - Hygiene Areas

These areas must be cleaned to the required standard and frequency without fail. Cleaning methods should involve the use of appropriate specialised chemicals.

4.2.1 Toilets, Showers and Changing Rooms - Such areas include toilets, showers, changing rooms, medical rooms and all similar where there is a higher risk of cross infection and therefore, a specific requirement for a safe, healthy and hygienic environment.

4.2.2 Staff kitchens - Food debris may be present. Internal surfaces of domestic appliances (cookers, fridges, mixers, etc.) are not to be cleaned by the contractor although easily accessible exterior surfaces are included and appliances will be moved for other cleaning tasks.

4.3 – Existing areas

4.3.1

- 4 staircases (with numerous associated landings)
- 2 sports halls
- 18 toilets
- 8 offices
- 18 classrooms
- 2 computer rooms
- 1 library
- 4 multi-use rooms
- 2 staff kitchens

4.3.2 Please be aware that the above numbers are provided for illustration purposes only and actual site layout/room functions may be slightly different than stated. Site visits are encouraged so potential respondents can familiarise themselves with the premises in person.

5 - Regular Cleaning Tasks

5.1 Methods used by the contractor will be those recognised within the cleaning Industry as professional and suitable for the named task. The contractor will discharge their duties at all times in an efficient and professional manner.

5.2 Current daily tasks:

All Areas

- Empty bins, wipe clean, replace refuse sacks where needed.

Classrooms, Library, Reading Room, Medical Rooms, Offices & Reception. Clean & sanitize sink, tops & water fountain

- Clean & dry glass vision panels
- Damp wipe ledges, fixtures & fitting, doors
- Clean & sanitize desks/tables (where clear)
- Remove loose debris from floors (hoover or sweep)
- Mop hard floor using suitable sanitizer/maintainer

Toilets

- Clean & sanitize toilets & seats, urinals internal and external
- Clean & sanitize sinks, taps & pipes
- Clean & dry polish mirrors & glass vision panels
- Replenish toilet tissues, soaps, roller towels
- Remove loose debris from floors
- Mop hard floor using a suitable floor sanitizer
- Damp wipe sanitize ledges, fixtures & fittings, doors and handles

Staffrooms/Staff kitchens

- Clean & sanitize sink, sink tops, water fountain
- Clean & dry glass vision panels
- Damp wipe ledges, fixtures & fittings, doors
- Clean & sanitize desk/tables/work tops (where clear)
- Remove loose debris from floors (vacuum or sweep)
- Mop hard floors

Corridors, Halls & Stairs

- Damp wipe ledges, fixtures & fittings

- Remove loose debris from floors & stairs
- Mop hard floor using a suitable floor maintainer

Nursery

- Clean & sanitize sink, sink tops, water fountain
- Clean & dry glass vision panels
- Damp wipe ledges, fixtures & fittings, doors
- Clean & sanitize desks/tables (where clear)
- Remove loose debris from floors (vacuum or sweep)
- Mop hard floor using a suitable floor maintainer

Please note that the catering team is responsible for cleaning dining furniture and sweeping and spot mopping the floor in the dining area after service.

Please also note that replacement of washroom consumables is expected, although the School will provide the consumables.

6 - Periodic Cleaning Tasks

6.1 Periodic cleaning tasks are to be carried out during the February half-term, Easter, May half-term, Summer and October half-term closure periods. Access hours for cleaning may differ during these periods.

6.2 School Holidays Closure (applies to all of the above areas)

- Toilet walls, pipes, doors, partitions where needed
- Wipe classroom chairs, table legs where needed
- Clean walls/doors where needed removing scuff marks
- Apply polish to floors/strip prior if required

6.3 Summer School Holidays (applies to all of the above areas)

- Move all furniture where possible and deep clean
- Remove loose debris and clean floors behind furniture
- Clean walls/pipes/radiators removing dust/scuff marks.
- Strip & polish floors

6.4 Carpeted areas to be washed once a year

7 – Ad Hoc Cleaning Tasks

7.1 Additional hours may be required for unexpected cleaning requirements, such as emergency cleaning, pre spot-clean for events or cleaning after additional use.

7.2 Costings for additional tasks must be agreed by in writing by a member of the Senior Leadership Team or Premises Manager.

8 - Contractor Responsibilities

8.1 All contractors offering services to maintained schools within Hackney must pay their employees the London Living Wage (LLW). The rates are announced on Monday of the first week of November each year. It is expected that employers should implement the rise as soon as possible and within six months. As such, for the purpose of this contract it is expected that the 2019-20 LLW of £10.75 per hour be in place from inception and then the 2020-21 LLW be implemented by 5th May 2021, and so on.

8.2 The contractor shall at all times comply with the school's Safeguarding and Child Protection Policy to promote the welfare of pupils and protect them from all kinds of

abuse whether physical, emotional, sexual or neglect. Sheena Khangura, Designated Safeguarding Lead, is the first point of contact for all Safeguarding and Child Protection issues, followed by Janet Taylor, Headteacher or the Local Authority Designated Officer.

9 - Risk Management

9.1 The contractor shall at all times comply with the school's Health and Safety policy to ensure the security of the school building and premises. Paul Matthews, Premises Manager, is the first point of contact for all Health and Safety issues, followed by Michael Haddon, Finance Manager and then Janet Taylor, Headteacher.

9.2 The contractor shall provide their own Public and Employer's Liability insurance, to a minimum of £5 million in each instance.

Schedule 2 - Eligible expenditure

- 1 The Contractor shall maintain full and accurate accounts for the Service. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.
- 2 The Contractor shall permit duly authorised staff or agents of the School or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the account if required. The School reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the School's resources in the performance of this Contract.
- 3 Invoices shall be prepared by the Contractor quarterly in arrears. The Contractor or his or her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Service in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the School within the terms of another contract.
- 4 Invoices shall be sent, within 30 days of the end of the relevant quarter to the school's Finance Manager via finance@morningside.hackney.sch.uk quoting the Contract reference number. The School undertakes to pay correctly submitted invoices within 30 days of receipt. The School shall not be responsible for any delay in payment caused by incomplete or illegible invoices.
- 5 The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the School's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the School shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the School's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.
- 6 If this Contract is terminated by the School due to the Contractors insolvency or default at any time before completion of the Service, the School shall only be liable to reimburse eligible payments made by, or due to, the Contractor before the date of termination.
- 7 On completion of the Service or on termination of this Contract, the Contractor shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Service. The final invoice shall be submitted not later than 30 days after the date of completion of the Service.
- 8 The School shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Service specified as in Schedule 1.
- 9 It shall be the responsibility of the Contractor to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the School all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the School shall have no further liability to make reimbursement of any kind.

End of Attachment 1