

# WINDERMERE & BOWNESS TOWN COUNCIL

Representing the interests of the communities of Windermere, Bowness and Troutbeck Bridge

# CLEANING SPECIFICATION FOR THE BOWNESS & WINDERMERE PUBLIC TOILETS

#### THE AGREEMENT

#### 1.0 The Service

The Contractor agrees with the Council to provide the Service for the Term and in accordance with the Specification.

## Service Management

Before the Commencement Date, the Contractor shall appoint the Nominated Officer, who shall manage and co-ordinate the Service and liaise with the Authorised Officer.

#### 2.0 The Specification

#### 2.1 Overall Aims of Contract:

- To keep all 6 toilet facilities and buildings hygienically clean inside and outside.
- To report any incidents to the appropriate contact
- To keep all 6 toilet facilities well-stocked with toilet rolls, hand soap, handsanitiser and black bin bags.
- To check that all sanitary and clinical bins are emptied regularly and are cleaned to a high standard (NB possible sub-contract).
- To open and close the toilets, where required (see table at 2.2).

# 2.2 <u>Cleaning Frequency</u>

- A daily full clean is a top to bottom clean of the facilities, including toilet bowls, flush mechanisms, urinals, wash basins, hand driers, mirrors, wall and floor tiles and paddle-gates. It includes emptying any waste bins and replacing any sundry items.
- A repeat visit is a clean of any significant problem areas that could cause a
  health and safety issue (e.g. spills or toilet soiling) + refill of sundry items such
  as toilet rolls and soap and a check that facilities are working properly and any
  problems are reported.
- Full details are shown in the table below.

Toilet	Daily Full Clean	Repeat Visits	Annual Opening
Bowness Bay	1	3	All Year: **
			9am to 6pm (to 9pm in
			high season)
Braithwaite Fold	1	2	All year:**
			24 hours

Toilet	Daily Full Clean	Repeat Visits	Annual Opening
Rayrigg Road	1	2	All Year: **
			9am to 6.00pm (to
			6.30pm in high
			season)
Broad Street	1	2	All Year: **
			9am to 6pm
Quarry Rlgg	1	2	All Year: **
			24 hours
Rayrigg Meadow	1	2	All year: **
			24 hours

NB: In addition, all toilets should receive a deep clean / jet-wash twice a year.

#### 2.3 External Areas

The immediate external areas around all the toilets (paths, steps, and alcoves) are to be swept and washed down once a month or as and when necessary, when the toilets are open. This includes external contactless units and signage. NB – this does not include maintenance of the garden areas, which is managed separately.

Gutters and external windows are to be cleaned twice per year.

#### 2.4 Waste Bins

The following are the details for waste disposal arrangements, which the cleaning company will supervise and ensure that bins are emptied regularly and adequately.

Toilet	Slimline Sanitary Bins	Clinical Waste Bins	Emptying Frequency (San & Clinical)	Normal Waste Bins (use black bags)
Bowness Bay	14	3	Summer: weekly Winter: fortnightly	2
Bowness Bay Disabled	1	0	As above	0
Braithwaite Fold	7	1	Fortnightly	2
Rayrigg Road	4	1	Fortnightly	2
RR Disabled	1	0	Fortnightly	0
Broad Street	4	1	Fortnightly	2
Quarry Rigg	5	1	Fortnightly	1
Rayrigg Meadow	3	0	Monthly	2

#### 2.5 Complaints and Inspections:

All complaints will be addressed to the Council via the contractor as necessary. Equally all complaints received directly to the Council will be forwarded to the Contractor. The standard of cleaning will be reviewed by the Council on a regular basis and any issues will be raised with the contractor.

<sup>\*\*</sup> Note Town Council reserve the right to alter opening and closing times if required. This would be negotiated under separate contract.

#### 3.0 Variation

The Council may require the specification to be varied upon such terms as may be agreed with the Contractor and, where appropriate, the variation will include provision for the adjustment of the Contract Charges.

## 4.0 <u>Assigning & Sub-Contracting</u>

The Contractor shall not assign or sub-contract the provision of the Service or any part of it without the Councils prior written consent.

#### 5.0 Insurance

- i. The Contractor agrees to indemnify the Council from all actions, claims and costs relating to injury (including death) or loss of or damage to property (real and personal) which arises out of the Contractor's failure or negligence in providing the Service and which is not attributable to the negligence of the Council or its agents.
- ii. The Contractor shall maintain, throughout the term of the Agreement, adequate insurance to cover the liabilities referred to in 6.i.
- iii. Upon the Councils request, the Contractor shall provide the Council will a copy of the certificate of insurance referred to in 6.ii.

#### 6.0 <u>Financial Arrangements</u>

- i. The Council shall pay the Contractor for the Service, by monthly direct debit in advance, the Contract Charge.
- ii. The Contract Charges are inclusive of VAT.
- iii. The Contractor is responsible for all staffing costs and staffing liabilities.
- iv. **The Contractor** shall provide cleaning materials and supplies and meet the costs of clinical waste disposal.
- v. **The Contractor** shall meet the costs and order all toilet consumables (toilet rolls, soaps, hand-wash etc)
- vi. The Council shall meet the cost of electricity and water in the toilet facilities.

#### 7.0 Breach of Contract and Termination

- If the Service is not undertaken in accordance with the Contract
   Standards, the Council may by written notice require the Contractor to remedy the failure.
- ii. If the Contractor is:
  - In material and/or persistent breach of the Contract Standards;
  - Has committed any offence under the Prevention of Corruption Acts:
  - Has given any undisclosed or illicit fees or reward to any Council Member in order to gain unfair advantage;
  - Becomes bankrupt, makes an arrangements with its creditors or other arrangement under the Insolvency Act 1986;
  - Has an administrative receiver or liquidator appointed or has a winding up order made,

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The Council may terminate the Contract immediately.

- The toilets are leased from South Lakeland District Council and, under the lease arrangements, SLDC can require the return of facilities to their control. In this case, the contract may be terminated, either in full or partially, with 3 months written notice.
- iv Termination of the contract can be made by either party with 3 months written notice.