



WINDERMERE & BOWNESS TOWN COUNCIL

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

MAINTENANCE 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

The Contractor shall liaise with the Council's nominated officer and respond quickly to any queries.

2.0 The Specification

2.1 Overall Aims of Contract:

- To keep all 6 toilet facilities in good working order
- To ensure that all electrics and plumbing are maintained in good and safe working order. (NB this does not include the paddlegates, and payment facilities, which are subject to a separate maintenance contract with Healthmatic).
- To perform regular preventative maintenance checks.
- To provide a call-out service to respond to electrical and plumbing emergencies within 24 hours, 364 days per year.
- To arrange for all other maintenance needs, as requested (for example, joinery) via a quotation for works.

2.2 Maintenance Frequency & Cost

- The contract shall include 24 call-outs per year.
- Preventative Maintenance checks will take place once per month to each toilet facility and these visits will include reading of electricity and water meters if needed and changing of any light-bulbs etc.
- All other call-outs will be charged at the rate quoted in the tender.
- Larger or more costly materials will be charged in addition to the labour charges above.
- Further details are shown in the table below.

Maintenance Type	Number
Call outs	24
Preventative Maintenance	12 per year to each of the 6 facilities
Additional ad hoc work to be charged separately	

3.0 Complaints and Inspections:

All complaints will be addressed to the Council and referred to the contractor as necessary.

4.0 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.

5.0 Assigning & Sub-Contracting

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

6.0 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 Council's request, the Contractor shall provide the Council with a copy of the certificate of insurance referred to in 6.ii.

7.0 Financial Arrangements

- i. The Council shall pay the Contractor for the Service, by monthly direct debit, the Retained Fee Contract Charge.
- ii. The contractor shall send 2 monthly invoices to the Council, one setting out the retained fee charge and work completed, the second setting out any additional charges.

8.0 Breach of Contract and Termination

- i. 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 arrangement 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.

The Council may terminate the Contract immediately.

- iii 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.