

dated

2020

Domus Services Limited

and

[]

in relation to grounds maintenance

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Agreement

dated **2020**

Parties

- (1) **Domus Services Limited** a company limited by guarantee, Company Registration Number **01841639** whose registered office is at Charlestown House, Acorn Park Industrial Estate, Charlestown, Shipley, West Yorkshire BD17 7SW (**Domus**); and
- (2) **[to be stated]** Company Registration Number [] whose registered office is at **[to be stated]** (the **Contractor**).

Introduction

- (A) Domus has several Schemes (as defined in the Conditions) in Yorkshire (the **Contract Area**) and requires the Services (as defined in the Conditions) to be carried out at those Schemes and has issued the Invitation to Tender for that purpose.
- (B) On [date] and for that purpose Accent Housing Limited on behalf of Domus commenced a procurement exercise under the Public Contracts regulations 2015 and produced a number of documents setting out, describing and/or otherwise stating its requirements for the Services (**Domus Requirements**).
- (C) In response to the Invitation to Tender the Contractor has offered to carry out the Services in accordance with the Conditions and the Invitation to Tender and on [date] was appointed to do so on the terms of this agreement.

Articles

IT IS HEREBY AGREED AS FOLLOWS

1 **Article 1: Contractor's Obligations**

The Contractor shall carry out and perform all Services as detailed in the Orders, the Additional Services or as otherwise instructed by the Contract Manager and shall comply with the Conditions and the Contract Documents.

2 **Article 2: Payment**

Domus shall pay the Contractor for the Services it carries out under and in accordance with this agreement at the times and in the manner specified in the Conditions.

3 **Article 3: Contract Manager**

For the purposes of this agreement, the Contract Manager [name] is or, if he/she ceases to be the Contract Manager, such other person as Domus may appoint and notify the Contractor of in accordance with clause 3.5.2 of the Conditions.

4 **Article 4: Legal Proceedings**

The English courts shall have exclusive jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this agreement including any non contractual disputes.

Conditions

1 Definitions, interpretations and communications

1.1 Unless the context otherwise requires or this agreement or the Conditions specifically provide otherwise, the following words and phrases shall have the meaning stated or referred to below:

Accent means Accent Group Limited (registered society number 30444R), the parent company of the Accent Group and every other company (including Domus and Accent Housing Ltd) which from time to time is or becomes a subsidiary or holding company of Accent or a subsidiary of any such holding company.(and the terms “subsidiary” and “holding company” shall have the meanings given to them by Section 1159 of the Companies Act 2006);

Domus means Domus Services Limited (registered society number **01841639**);

Accent Online Portal means Due North ProContract Portal <https://procontract.due-north.com>

Accent Persons means all persons employed, engaged or authorised by Accent, excluding the Contractor, the Contractor's Persons and any Statutory Undertaker;

Additional Services means any services that are not included in the Service Standards and Specifications as "Services" but which the Contractor Manager may instruct the Contractor to carry out in accordance with clause 4.2.1, attached at Appendix 5

Affected Property means any property and/or properties where the Services are being carried out, which may be identified in the relevant Order;

Annual Review Date means the date shown as such in the Contract Particulars;

Anti-Corruption Laws means the Bribery Act 2010;

Application means an application for payment from the Contractor, which shall be in the standard format set out in the Invitation to Tender;

Article means an article in the agreement;

Business Day means any day which is not a Saturday, Sunday or a Public Holiday;

Commencement Date means [Enter date];

Conditions mean the clauses 1 to 9 of this agreement;

Contract Area means the area identified in Introductory Clause (A) , which is further defined in the Invitation to Tender;

Contract Documents means this agreement Appendices 1-5 to it and the Conditions;

Contract Manager means Domus Contract Manager, who is identified in Article 3 or any successor who is notified to the Contractor in accordance with clause 3.5.2;

Contract Particulars means the particulars contained in Schedule 1;

Contract Period means the period of three (3) calendar years starting from the Commencement Date and expiring on the Expiry Date but subject always to the option

exercisable only by Domus to extend the Contract Period for a further one year by giving three (3) months' prior written notice to the Contractor on each occasion;

Contract Year means a year (i.e. 12 months) of the Contract Period (including during any extension to the original Contract Period) and for the avoidance of any doubt the first Contract Year shall start on the Commencement Date and shall end on the first anniversary of the date of this agreement;

Contractor means the person named as the Contractor in the agreement;

Contractors Costs means direct and indirect costs to the Contractor in providing the Services in accordance with this agreement and forming part of the Total Service Cost;

Contractor's Persons means the Contractor's employees and agents, sub-contractors all other persons employed or engaged in the execution of Orders or any part of them and any other person properly on the Affected Property in connection therewith, excluding the Contract Manager, Domus, Domus Persons and/or any Statutory Undertaker;

Data Controller means shall have the meaning as provided in the Data Protection Legislation;

Data Processing shall have the meaning as provided in the Data Protection Legislation;

Data Processor shall have the meaning as provided in the Data Protection Legislation;

Data Protection Legislation means the General Data protection Regulation (EU) 2016/679 (the **GDPR**) or such other domestic legislation that supplements and/or implements the GDPR, along with any associated guidance and codes of practice as issued from time to time;

Data Subject shall have the meaning as provided in the Data Protection Legislation;

Data Subject Rights means any rights of individuals under the Data Protection Legislation;

EIR means the Environmental Information Regulations 2004 and any re-enactments and amendments;

EIR Code means the Code of Practice on the Discharge of Public Authorities' Functions under section 16 of the EIR and any re-enactments and amendments;

Equality Act means the Equality Act 2010;

Expiry Date means [2024] unless the Contract Period is extended as contemplated by this agreement in which case the Expiry Date shall be on the last day of the Contract Period as so extended;

First Month means the first month of the Contract Period;

FOIA means the Freedom of Information Act 2000 and any re-enactments, amendments and relevant regulations;

FOIA Code means the Secretary of State for Constitutional Affairs' Code of Practice on the Discharge of Public Authorities' Functions under section 45 of the FOIA and any re-enactments and amendments;

Force Majeure Event means act of god, flood, drought, earthquake, or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riot, armed conflict,

imposition of sanctions, embargo or breaking off of diplomatic relations, nuclear chemical or biological contamination or sonic boom;

Insolvency Event means in relation to Domus or the Contractor (as the case may be) any of the following events:

- (a) an order is made for its winding up or a petition is presented or a meeting is convened for the purpose of considering a resolution for its winding up or any such resolution is passed (otherwise than for the purpose of a solvent amalgamation or reconstruction where the resulting entity assumes all of the obligations of the Contractor or Domus);
- (b) a receiver (including any administrative receiver) or similar person is appointed in respect of the whole or any part of any of its property, assets or undertaking or any step is taken by any person to enforce any rights under or pursuant to any security interest of any kind over any of its undertaking, property or assets;
- (c) an administrator is appointed (whether by the court or otherwise) or any step is taken (whether in or out of court) for the appointment of an administrator or any notice is given of an intention to appoint an administrator;
- (d) any step is taken to initiate any rent recovery action pursuant to section 72 Tribunals Courts and Enforcement Act 2007 or any distress, execution, sequestration or other similar process is levied or applied for in respect of the whole or any part of any of its property, assets or undertaking which is not remedied within 14 (fourteen) days;
- (e) any composition in satisfaction of its debts or scheme of arrangement of its affairs or compromise or arrangements between it and its creditors and/or members or any class of its creditors and/or members is proposed, sanctioned or approved;
- (f) it is unable to pay its debts for the purposes of the Insolvency Act 1986 or it becomes insolvent under any applicable legislation;

Intellectual Property means all copyright, trademarks, design rights, patents and other similar rights and privileges relating to any documents created by the Contractor pursuant to performing the Services;

Interest Rate means a rate of 2% above the Bank of England base rate current at the date that a payment due under this Contract becomes overdue;

Invitation to Tender means the document issued by Domus on [xx xxxxx xxxx] and described in Introductory Clause A;

KPIs mean the indicators set out in Schedule 2;

Liability Cap has the meaning ascribed to it clause 9.8.1;

Monthly Fee has the meaning ascribed to in clause 4.1.1;

Order means the instruction to be given by the Contract Manager to the Contractor in the form attached at Appendix 1 to carry out, during the Contract Period to which it relates, the Services;

Parties means Domus and the Contractor as the case may be;

Party means either Domus or the Contractor as the case may be;

Public Holiday means any day which under the Banking and Financial Dealings Act 1971 is a bank holiday;

Personal Data means the information collected by and/or given to the Contractor by and/or on behalf of Domus in relation to this agreement, which relates to living individuals who can be identified:

- (a) from that information; or
- (b) from that information combined with other details in (or likely to come into) the possession of Domus;

Processing shall have the meaning as provided in the Data Protection Legislation;

Processor shall have the meaning as provided in the Data Protection Legislation;

Invitation to Tender means the document issued by {xxx xxxxxxxx xxxx} and described in Introductory Clause A;

Resident means someone who is a resident of one of Domus properties within a Scheme;

Schedule of Rates means the bespoke schedule of rates referenced Grounds Maintenance Schedule of Rates attached at Appendix 4;

Scheme means a group of Domus properties in the Contract Area which are identified as a "Scheme";

Services means all of the services set out in the Service Standards and Specifications which the Contractor may be instructed to undertake in accordance with this agreement;

Service Standards and Specifications means the document titled such a copy of which is attached at Appendix 2 and being the Output Specification referred to in and attached at Appendix 5 to the Invitation to Tender;

Site means the land (including, but not limited to, the Affected Property) where the Services are being carried out. A plan of each site is attached at Appendix 3;

Statutory Requirements means any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law which affects the Services or performance of any obligations under this agreement and any regulation or bye-law of any local authority or statutory undertaker which has any jurisdiction with regard to the Services or with whose systems the Services are connected;

Statutory Undertaker means any authority or statutory undertaker where executing work solely in pursuance of its statutory obligations, including any persons employed, engaged or authorised by it upon or in connection with that work;

Total Service Cost means the Contract Year total cost for carrying out all of the Services for all of the Schemes identified in an Order, subject to any adjustment in accordance with clause 4;

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006; and

VAT means Value Added Tax.

1.2 In this agreement and the Conditions, unless the context otherwise requires:

1.2.1 any term importing gender includes any gender;

1.2.2 any term importing the singular includes the plural and vice versa;

1.2.3 a reference to either Party shall include that Party's personal representatives, successors and permitted assigns;

1.2.4 a reference to a "**person**" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

1.2.5 an obligation on a Party not to do something includes an obligation not to allow that thing to be done;

1.2.6 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 or phrase preceding those terms;

1.2.7 any reference to a clause or paragraph is a reference to such clause or paragraph of this agreement; and

1.2.8 any reference to a statute or statutory provision includes any statutory consolidation, re-enactment, amendment or replacement of it and any subordinate legislation made under it.

1.3 Clause and paragraph headings are for ease of reference only and shall not affect the interpretation of this agreement.

1.4 Unless specifically stated to the contrary, all of the Conditions shall apply to all Services.

1.5 Where under this agreement an act is required to be done within a specified period of days after or from a specified date, the period shall begin immediately after that date. Where the period would include a Public Holiday that day shall be excluded.

1.6 The agreement and the Conditions are to be read as a whole and represent the entire agreement between the Parties. Nothing contained in and/or appended to an Order shall override or modify this agreement or the Conditions.

1.7 If there is any inconsistency between any of the documents which form part of this agreement, the order of precedence shall be as set out as follows:

1.7.1 this agreement;

1.7.2 the Conditions;

- 1.7.3 the Invitation to Tender;
 - 1.7.4 the Schedule of Rates; and
 - 1.7.5 the terms set out in any Order.
- 1.8 If there is any inconsistency between any Order and this agreement, this agreement shall take precedence.
- 1.9 Subject to clauses 1.10 and 2.1.6 each Order, notice, instruction or other communication referred to in this agreement or the Conditions shall be in writing and shall be delivered by either electronic means (including, but not limited to, loading the document onto Accent's online portal system), hand, commercial courier, first class post, recorded delivery post or special delivery post to the relevant address stipulated in the Contract Particulars or such other address as may be specified by the relevant party by notice in writing to the other party.
- 1.10 Notices and/or communications given under this agreement shall be deemed to have been received:
- 1.10.1 if delivered by hand or by commercial courier, on the date and at the time of delivery, as evidenced by a signed delivery receipt;
 - 1.10.2 if sent by email or other electronic means (including via Accent's online portal) before 4 pm on a Business Day, on the date and at the time of transmission or sending provided;
 - 1.10.3 if sent by email or other electronic means (including via Accent's online portal) after 4 pm on a Business Day or on a day which is not a Business Day, the next Business Day; and
 - 1.10.4 if sent by first class post, recorded delivery post or special delivery post, at 9 am on the second Business Day after the date of posting.

2 Carrying out the Services

2.1 No guarantee

- 2.1.1 This agreement does not confer exclusivity on the Contractor and Domus does not guarantee that the Contractor will be provided with any minimum level and/or value of Orders and/or Services under this agreement nor continuity of work. Further, Domus does not guarantee that the Contractor will be instructed to carry out all Services for all of the Schemes in the Contract Area.
- 2.1.2 Where an Order has been issued, Domus does not guarantee that the Contractor will be able to carry out the Services detailed in that Order in one continuous visit and/or in any particular order or sequence and the Contractor is deemed to have priced and submitted its proposals on this basis.
- 2.1.3 Provided Domus has not issued an Order to the Contractor for the same Services, Domus may place orders for the same or similar Services within any Scheme with other contractors.
- 2.1.4 Domus shall (acting reasonably) consider any objection to an Order that the Contractor may make but is not obliged to accept any such objection.

2.1.5 For the avoidance of any doubt, an Order will not amount to a separate individual contract, rather an Order shall constitute an instruction to carry out the Services detailed therein in accordance with this agreement.

2.1.6 Any verbal order from Domus must be confirmed in writing by the Contractor within three Business Days of the verbal order being given whereupon it shall be deemed to be an Order. Any verbal order which is not confirmed in writing in accordance with this clause 2.1.6 will not be valid and the Contractor will not be entitled to any payment in respect of the same.

2.2 Contractor's responsibilities

2.2.1 On receipt of an Order, the Contractor shall carry out and perform the Services in a proper and workmanlike manner using all the reasonable skill and care to be expected of a properly qualified and competent contractor experienced in the provision of services of a similar scope, value, character and complexity to the Services and in accordance with the Service Standards and Specifications and this agreement, the Contract Manager's instructions, the Contract Documents and the Statutory Requirements and the Contractor shall give all notices required by the Statutory Requirements.

2.2.2 For the purposes of carrying out the Services in each Order the Contractor shall provide:

- (a) all the labour, materials, goods and travel necessary;
- (b) the requisite plant and equipment for the proper execution of the Services; and
- (c) all items necessary to comply with the Statutory Requirements in respect of safety, health and welfare.

For the avoidance of doubt, the Total Service Cost is inclusive of all of the matters referred to in paragraph 2.1 above, this paragraph 2.2.2 and paragraphs 2.2.3- and 2.2.5.

2.2.3 The Contractor shall:

- (a) at all times prevent any nuisance (including, without limitation, any noisy working operations), trespass or other interference with the rights of any adjoining and/or neighbouring land-owners and/or occupiers or of any Statutory Undertaker arising out of the carrying out of the Services;
- (b) assist Domus in defending any action or proceedings which may be instituted in relation thereto;
- (c) be responsible for and indemnify Domus from and against any and all direct claims, losses, damages, liabilities, expenses, costs or the like resulting from any failure or default by the Contractor in performing its obligations under this clause 2.2.3.

2.2.4 The Contractor shall be deemed to have allowed and provided for in the Total Service Cost all requirements expressed in or which ought to be implied from the Service Standards and Specifications, whether or not the Contractor has visited and / or inspected the Contract Area or any Schemes.

- 2.2.5 The Contractor shall maintain a portal for the purpose of electronic communication as described in and required by the Service Standards and Specifications.

2.3 Residents

The Contractor acknowledges that the Residents may be vulnerable people and that it and the Contractor's Persons will have a significant amount of contact with the Residents. The Contractor shall take all reasonable steps to ensure that:

- 2.3.1 the Services are carried out so as to cause minimal disruption to the Residents; and
- 2.3.2 the Contractor and the Contractor's Persons are appropriately trained to deal with the Residents.

2.4 Meetings

As and when reasonably requested to do so by Domus, the Contractor and/or the Contractor's Persons shall attend meetings convened by or on behalf of Domus in connection with the Services. Under no circumstances shall such meetings entitle the Contractor to claim any additional payment from Domus.

2.5 Confidential information

- 2.5.1 The Contractor will not, without the prior written approval of Domus, take or permit to be taken any photographs of the Services for use in any publicity or advertising.
- 2.5.2 Save in the proper performance of the Services or as required by law, the Contractor shall not and shall procure that the Contractor's Persons shall not, without the prior written approval of Domus, publish or disclose to any person (other than legal advisers) any of the Contract Documents or other information relating to the Services and/or this agreement.
- 2.5.3 For the purpose of and in connection with the Services, information relating to the Services or concerning the business of Domus will be communicated to the Contractor which may be of a confidential nature. For the avoidance of doubt, any information relating to Residents shall be of a confidential nature, even if the same is not marked as such. The Contractor shall not and shall procure that the Contractor's Persons shall not, save in the proper performance of their duties in respect of the Services or as required by law or as Domus may approve in writing, make any unauthorised disclosure or improper use of any such confidential information.
- 2.5.4 The Contractor shall not and shall ensure that the Contractor's Persons shall not make or take any secret profit relating to the Services nor shall it accept and it shall ensure that none of the Contractor's Persons shall accept any gift or any consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne any action in relation to the Services.

2.6 Data Protection

- 2.6.1 The Contractor shall at all times during the Contract Period comply with the provisions and obligations imposed by the Data Protection Legislation and shall

indemnify Domus and keep Domus indemnified against all actions, claims, demands, proceedings, damages, costs, charges and expenses (including reasonable legal expenses) whatsoever in respect of any breach of this clause 2.6 which causes Domus to be in receipt of any actions, claims, demands, proceedings and/or incur any damages costs, charges and/or expenses (including reasonable legal expenses).

2.6.2 Both Parties acknowledge that Domus is the Data Controller and the Contractor is the Data Processor in relation to any Personal Data Processed under this Agreement.

2.6.3 The only Processing that the Contractor can do is listed in clause 2.6.3 below and may not be determined by the Contractor.

2.6.3 **Processing, Personal Data and Data Subjects**

Reasons for Processing the Personal Data	The Processing is necessary in order to ensure that the Contractor can deliver the contract effectively and provide a service to Domus customers.
Nature and purposes of the Processing	The nature of the Processing is: the collection, recording, storage, use, disclosure by transmission, dissemination, erasure and destruction of the Personal Data. The purpose of the Processing covers: <ul style="list-style-type: none"> • assisting with, or responding to, service complaints from Domus customers.
Type of Personal Data being Processed	Customers: name, address, home and mobile telephone number. Employees: name, (work) telephone phone number and (work) email address.
Categories of Data Subject	Domus customers Domus employees (this includes volunteers and agency workers), Domus Persons and Residents
Duration of the Processing	The Personal Data will be Processed for the duration of this agreement.
Plan for destruction of the Personal Data	The Contractor will securely destroy or delete all Personal Data Processed under this agreement within three months following the termination or expiry of this agreement. The Contractor will provide Domus with written confirmation that all Personal Data has been destroyed.

2.6.4 **Obligations under this agreement**

The Contractor will provide Domus with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data Processed under this agreement. This includes any assistance reasonably requested by Domus to comply with a subject access request within the relevant timescales set out in Data Protection Legislation.

2.6.5 The Contractor will make available all information necessary to demonstrate compliance with the obligations set out in this agreement and contribute, if necessary, to any audits or inspections required by Domus.

2.6.6 The Contractor will have appropriate technical and organisational security measures in place to protect any Personal Data it Processes on behalf of Domus. The Contractor will ensure that all Contractor's Persons, employees, agents and representatives who may have access to the Personal Data are aware of their obligations under this agreement and are subject to appropriate confidentiality undertakings.

2.6.7 If the Contractor wishes to allow sub-Processors to Process any Personal Data related to this agreement, it must:

2.6.7.1 obtain Domus prior written consent; and

2.6.7.2 ensure that there is a written agreement in place which imposes the same obligations in relation to the security, privacy and confidentiality of the Data Processing on the sub-processor as are imposed on the Contractor under this agreement.

2.6.8 The Contractor will remain fully liable for all acts and omissions of any of its sub-Processors.

2.6.9 The Contractor will only process the Personal Data within the EEA.

2.6.10 Both Parties agree to take account of any guidance issued by the Information Commissioner's Office. Domus may, on not less than 30 working days' notice to the Contractor, amend these clauses to ensure that it complies with any guidance issued by the Information Commissioner's Office.

2.6.11 Each Party shall notify the other without undue delay on becoming aware of any breach of the Data Protection Legislation in relation to any Personal Data Processed under this agreement.

2.6.12 Whilst each Party shall be responsible for responding to any complaint in relation to any Personal Data Processed pursuant to this agreement, or any request by individuals to exercise the Data Subject's Rights, the Parties will co-operate with each other and provide reasonable assistance with any request, proceedings or inquiry by any affected Data Subject and/or the Information Commissioner or other body authorised by statute which are concerned with the Data Protection Legislation in connection with data Processed under this agreement.

2.6.13 The provisions of this clause 2.6 shall apply during the continuance of this agreement and indefinitely after its termination.

3 Control of the Services

3.1 Assignment and subcontracting

- 3.1.1 The Contractor shall not, without the consent of Domus, assign subcontract sublet pledge charge or otherwise deal with this agreement or any rights thereunder.
- 3.1.2 Domus may, subject to providing the Contractor with 14 days' written notice of its intention to do so, assign or charge this agreement and/or any rights thereunder.
- 3.1.3 The Contractor shall not without the prior consent of the Contract Manager subcontract performance of any Order or part of an Order but if, with the consent of the Contract Manager it does so, it will remain liable for the acts errors or omissions of the party performing the Order as if they were the Contractor's.

3.2 Addition and omission of Schemes

- 3.2.1 Where the services comprise of more than one scheme, Domus may (at any time) instruct the Contractor in writing to stop carrying out all or any of the Services for a particular Scheme and Accent may (at any time) omit specific Services from a Scheme.
- 3.2.2 Domus may add Schemes during the Contract Period (to which the Contractor may not object) provided it does so acting reasonably and in respect of which the Contractor will be entitled to a pro rata payment of the Total Service Cost for the remainder of the Contract Period.
- 3.2.3 Domus may employ and pay other persons to execute any work in the event that the Contractor is unable to complete any of the Services at any Scheme due to sickness. The Contractor shall be liable for all additional direct costs incurred by Domus in connection with such employment and such costs may be withheld or deducted by Domus from any monies due or to become due to the Contractor under this agreement or shall be recoverable from the Contractor as a debt.
- 3.2.4 No instruction or omission under clause 3.2.1 above to **Error! Reference source not found.** below shall invalidate any Order and/or this agreement.
- 3.2.5 Domus may add Scheme(s) during any Contract Year (to which the Contractor may not object) provided it does so acting reasonably and in respect of which the Contractor will be entitled to a pro rata payment of the Total Service Cost for the remainder of the Contract Year.
- 3.2.6 The provisions of clause 3.4.2 shall also apply to instructions issued under this clause 3.2.

3.3 Cancellation

The Contract Manager may cancel an Order at any time and if Domus does then the Contractor shall not be entitled to any payment of any sum or to recover any compensation in respect of loss of profit, loss of goodwill, overheads or otherwise as a result of a cancelled Order.

3.4 Instructions

3.4.1 The Contract Manager may also issue instructions under this clause.

3.4.2 If, within seven days of receiving a notice from the Contract Manager requiring compliance with a Contract Manager's instruction the Contractor does not comply, Domus may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to that instruction. The Contractor shall be liable for all additional direct costs incurred by Domus in connection with such employment and such costs may be withheld or deducted by Domus from any monies due or to become due to the Contractor under this agreement or shall be recoverable from the Contractor as a debt.

3.4.3 The Contract Manager may (but shall not unreasonably or vexatiously) issue instructions requiring the exclusion from an Affected Property and/or Site of any person employed thereon.

3.5 Contractor's representative

3.5.1 The Contractor shall at all times employ a competent Contractor's representative and any Orders or instructions given to it by the Contract Manager shall be deemed to have been issued to the Contractor.

3.5.2 If the Contract Manager at any time ceases to hold that post for the purpose of this agreement, Domus shall as soon as reasonably practicable appoint a replacement Contract Manager. Domus shall then forthwith provide the Contractor with details of the replacement Contract Manager.

4 Payment of VAT

Subject always to clause 4.3 in addition to any sum payable to the Contractor under this agreement, Domus shall pay the amount of any VAT properly chargeable upon receipt of a vat receipt in correct form.

4.1 Payment for the Services

4.1.1 The Monthly Fee is:

- (a) 1/12 of the Total Service Cost;
- (b) less:
 - i any adjustments to be made in respect of the addition or omission of any Schemes or by overpayment or otherwise ; and
 - ii any amounts which are payable to Domus by the Contractor.

4.1.2 Subject to clause 4.3 and to having complied with this agreement during the Contract Period, the Contractor shall be entitled to be paid:

- (a) the Monthly Fee for each full calendar month of the Contract Period; and
- (b) a pro-rated amount of the Monthly Fee for any period during the Contract Period which is not a full calendar month. For example, a pro-rated amount of the Monthly Fee may be payable to the Contractor if the First Month starts in the middle of a calendar month.

4.1.3 By the 28th day of the First Month or, if the 28th day is not a Business Day, the nearest Business Day thereto, the Contractor shall submit an invoice for

- (a) the pro-rated Monthly Fee for the First Month; and
- (b) the Monthly Fee for the next calendar month.

Thereafter, by the 28th day of each month of the Contract Period or, if the 28th day is not a Business Day, the nearest Business Day thereto, the Contractor shall submit an invoice for the Monthly Fee or pro-rated Monthly Fee that is payable for the next calendar month.

4.1.4 The Contractor shall in relation to its own supply chain (if any) contract on terms whereby undisputed invoices received from its supply chain are paid within 30 days of receipt by the Contractor.

4.2 **Additional Services**

4.2.1 The Contract Manager may in his or her absolute discretion:

- (a) agree in writing to the Contractor undertaking certain elements of the Services and being paid for the same in accordance with the Schedule of Rates; or
- (b) instruct the Contractor, in writing, to carry out Additional Services which shall be charged to and payable by Domus in accordance with the Hourly Rate Card and as agreed by Domus.

To be valid and effective, such an agreement and/or instruction must be recorded in writing and signed by the Contract Manager.

4.2.2 Where there is a written agreement and/or instruction in accordance with clause 4.2.1, the Contractor shall submit monthly invoices by the 28th day of the relevant month or, if the 28th day is not a Business Day, the nearest Business Day thereto, for the relevant Services and/or Additional Services. Any invoice submitted by the Contractor in accordance with this clause 4.2.2, must include:

- (a) a description of the Services and/or Additional Services;
- (b) the location of the Services and/or Additional Services; and
- (c) Domus Order number for the Services and/or Additional Services.

4.3 **Payment**

Invoices for the Monthly Fee shall be paid by Domus within 30 days following the date stated in paragraph 4.1.3 or 4.2.2 (as the case may be) above, subject always to the right of Domus to dispute payment either in whole or in part of any such invoice and not to be liable or obliged to pay any of the amount in any invoice under dispute until such time as the dispute is resolved.

4.4 **Interest**

If Domus fails to pay a sum, or any part of it, due to the Contractor under these Conditions by the final date for its payment, Domus shall, in addition to any unpaid amount that should properly have been paid, pay the Contractor simple interest at the Interest Rate from the relevant final date for payment until payment is made.

4.5 **Review**

4.5.1 Notwithstanding clause 2.4 each Contract Year during the Contract Period but subject always to clause 4.5.6(b) below, the Parties will meet within one (1) month of the Annual Review Date (the **Annual Review Meeting**) to discuss:

- (a) the Services carried out by the Contractor within the preceding 12 months;
- (b) the Contractor's performance against the KPIs and, if necessary, how the Contractor's performance can be improved; and
- (c) any savings associated with the Services which should result in a downwards adjustment to the rates and prices set out in the Schedule of Rates.

4.5.2 Subject to clause 4.5.6 below if the Contractor requests an upwards adjustment to any of the rates and prices set out in the Schedule of Rates, it must submit full details for its request together with the relevant supporting information no later than six months before the relevant Annual Review Date.

4.5.3 Provided that the Contractor has achieved all of the KPIs in the previous 12 months, the Contractor's request for an upwards adjustment to any of the rates and prices set out in the Schedule of Rates will be considered by Domus and discussed at the Annual Review Meeting. If the Contractor has failed to achieve any of the KPIs in the previous 12 months, a request to adjust any of the rates and prices set out in the Schedule of Rates shall not be considered.

4.5.4 Within 60 days of the Annual Review Meeting, Domus shall inform the Contractor whether there will be any adjustment (including a downwards adjustment) to the rates and prices set out in the Schedule of Rates. For the avoidance of any doubt, Domus shall be under no obligation to make any upwards adjustment and any adjustment made is wholly at Domus discretion.

4.5.5 Should there be any adjustment to the Schedule of Rates in accordance with clause 4.5.4, an updated Schedule of Rates shall be issued by the Contract Manager to the Contractor. All references in this agreement to Schedule of Rates are references to the most up to date Schedule of Rates.

4.5.6 Under no circumstances shall the Contractor:

- (a) be entitled to have a review any earlier than [xx xx xxxx]; nor
- (b) shall the Contractor be entitled to an upward adjustment in excess of the Consumer Price Inflation Index applicable to the relevant review period.

5 Contractor's performance

- 5.1 Domus shall monitor and assess the Contractor's performance by reference to the KPIs.
- 5.2 The Contractor shall provide Domus with all information that Domus may reasonably require to monitor and assess the Contractor's performance including records summarising its performance against the KPIs and the Contractor shall be required to attend meetings when requested by Domus for that purpose. The meetings may take place on site or at Domus) if so requested by Domus.
- 5.3 The Parties agree that, following the Commencement Date, they shall meet no less frequently than once a month to monitor and discuss performance.
- 5.4 In the event that poor performance has been identified by Domus at least on three separate occasions within a three month period during the Contract Period (and for the purpose of this clause, poor performance shall mean failure to achieve any one or more Key Performance Indicator during that period) then Domus may serve written notice upon the Contractor (a **KPI Improvement Notice**) stating how, in the opinion of Domus, the KPIs have not been met and, if able to do so, provide proposals or steps to be taken by the Contractor in order to achieve the KPIs going forward (the **KPI Improvement Steps**). The KPI Improvement Notice will also set out a timescale (the **KPI Improvement Period**) for such KPI Improvement Steps to be carried out and if more regular meetings to monitor the KPI Improvement Steps are required.
- 5.5 The Contractor shall respond to the KPI Improvement Notice (a **KPI Response**) within ten (10) days of receipt of the KPI Improvement Notice confirming its agreement to the KPI Improvement Steps or outlining how, in the Contractor's reasonable opinion, the KPI are being or have been achieved (**Contractor Objection**). If Domus accepts the information contained in the Contractor Objection it shall withdraw the KPI Improvement Notice within five (5) days of receipt of the Contractor Objection. In the event Domus remains unsatisfied that the KPI's are being or have been met, then the Parties shall discuss the content of the KPI Improvement Steps and agree a reasonable timeframe in order for the Contractor to put into place such measures agreed between the Parties, and shall, if required, agree to extend the KPI Improvement Period.
- 5.6 If the KPI Improvement Steps are not achieved within the KPI Improvement Period, Domus and the Contractor shall, in good faith, look to agree a further plan to ensure the KPIs are achieved as quickly as possible (the **Final Improvement Steps**) and in any event within (3) months from expiration of the original KPI Improvement Period (the **Final Improvement Period**).
- 5.7 In the event that the Final Improvement Steps have not been achieved prior to the expiry of the Final Improvement Period, Domus may at any time thereafter give notice in writing to the Contractor that Domus wishes to terminate this agreement (**Notice to Terminate**). If Domus serves a Notice to Terminate, this agreement shall automatically terminate 1 month following the date of the Notice to Terminate (or such other time as may be agreed between Domus and the Contractor) and if Domus does then the Contractor shall complete all Orders that remain to be completed but Domus shall have no liability to the Contractor for any compensation for loss of goodwill, loss of business, loss of opportunity, loss of profit,

overheads or other costs incurred and the entitlement of the Contractor shall only be to payment of the balance (if any) outstanding of the Monthly Fee for the period up to expiry of the notice given.

6 Injury, damage and insurance

6.1 Liability of Contractor - personal injury or death

The Contractor shall be liable for, and shall indemnify Domus against, any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or the death of any person arising out of or in the course of or caused by the carrying out of the Services, except to the extent that the same is due to any act or neglect of Domus, of any of Domus Persons or of any Statutory Undertaker.

6.2 Liability of Contractor - injury or damage to property

The Contractor shall be liable for, and shall indemnify Domus against, any expense, liability, loss, claim or proceedings in respect of any loss, injury or damage whatsoever to any property real or personal (including, but not limited to, any Affected Property) in so far as such loss, injury or damage arises out of or in the course of or by reason of the carrying out the Services and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Contractor or of any of the Contractor's Persons.

6.3 Contractor's insurance of its liability

6.3.1 Without prejudice to its obligation to indemnify Domus under clauses 6.1 and/or 6.2, the Contractor shall take out and maintain insurance in respect of claims arising out of its liability referred to in clauses 6.1 and/or 6.2 which:

- (a) in respect of claims for personal injury to or the death of any employee of the Contractor arising out of and in the course of such person's employment, shall comply with all relevant legislation; and
- (b) for all other claims to which clause 6.3.1 applies,

shall indemnify Domus in like manner to the Contractor (but only to the extent that the Contractor may be liable to indemnify Domus under the terms of this agreement) and shall be in a sum not less than £5,000,000 (five million pounds) for any one occurrence or series of occurrences arising out of one event.

6.3.2 As and when reasonably required to do so by Domus, the Contractor shall send to the Contract Manager documentary evidence that the insurances required by clause 6.3.1 have been taken out and are being maintained, and at any time Domus may (but shall not unreasonably or vexatiously) require that certified copies of the relevant policy or policies and related premium receipts be sent to the Contract Manager for such inspection.

6.3.3 If the Contractor defaults in taking out or in maintaining insurance in accordance with clause 6.3.1 Domus may itself insure against any liability or expense which it may incur as a result of such default and the amount paid or payable by it in respect of such premiums may be deducted from any sums due or to become due to the Contractor under this agreement or shall be recoverable from the Contractor as a debt.

7 Termination

7.1 Default by the Contractor

- 7.1.1 If the Contractor without reasonable cause fails in such a manner to comply with its obligations under this agreement so that the carrying out of any Order or Orders is materially disrupted, suspended or delayed, the Contract Manager may give to the Contractor a notice specifying the default (a **Specified Default**) or defaults.
- 7.1.2 If the Contractor continues a Specified Default for 21 days from receipt of the notice under clause 7.1.1, Domus may on, or within 21 days from, the expiry of that 21 day period by a further notice to the Contractor terminate the Contractor's employment under this agreement with immediate effect upon receipt of the notice.
- 7.1.3 If Domus does not give the further notice referred to in clause 7.1.2 (whether as a result of the ending of any Specified Default or otherwise) but the Contractor repeats a Specified Default (whether previously repeated or not), then, upon or within a reasonable time after such repetition, Domus may by notice to the Contractor terminate that employment.

7.2 Insolvency of Contractor

- 7.2.1 If the Contractor suffers an Insolvency Event, Domus may at any time by notice to the Contractor terminate the Contractor's employment under this agreement with immediate effect from the date of receipt of the notice.
- 7.2.2 As and from the date the Contractor suffers an Insolvency Event, whether or not Domus has given such notice of termination:
- (a) clause 7.2.1 shall apply as if such notice had been given;
 - (b) the Contractor's obligations under Article 1 and the Conditions to carry out and complete any Orders shall be suspended; and
 - (c) Domus may take reasonable measures to ensure that each Site and the Services under each Order are adequately protected.

7.3 Default by Domus

- 7.3.1 If Domus without reasonable cause fails in such a manner to comply with its obligations under this agreement so that the ability of the Contractor to comply with its obligations under it is materially prejudiced, the Contractor may give to Domus a notice specifying the default (a **Specified Default**) or defaults.
- 7.3.2 If Domus continues a Specified Default for 21 days from the receipt of notice under clause 7.3.1, the Contractor may on, or within 21 days from, the expiry of that 21 day period by a further notice to Domus terminate the agreement with immediate effect from the date of receipt of the notice.

7.4 **Insolvency of Domus**

- 7.4.1 If Domus suffers an Insolvency Event, the Contractor may by notice to Domus terminate the Contractor's employment under the agreement with immediate effect from the date of receipt of the notice.
- 7.4.2 As and from the date Domus suffers an Insolvency Event, the Contractor's obligations under Article 1 and the Conditions to carry out and complete any Orders shall be suspended pending such termination.

7.5 **Termination by Domus - valuation, certificate and payment**

If the Contractor's employment is terminated under clauses 7.1.2, 7.2.1 or 7.8:

- 7.5.1 Domus may employ and pay other persons to carry out and complete uncompleted Orders;
- 7.5.2 no further sum shall become due to the Contractor under this agreement other than any amount that may become due to it under this clause 7.5 and Domus need not pay any sum that has already become due in the event the Contractor suffers an Insolvency Event.
- 7.5.3 the Contract Manager shall within 13 weeks of the date of termination make a valuation and issue a certificate showing:
- (a) the value of such Services properly executed and any other amounts due to the Contractor under this Contract that have not been valued and certified before such termination; and
 - (b) the amount of direct loss and/or damage caused to Domus by the termination;
- 7.5.4 if the amount of direct loss and/or damage caused to Domus exceeds the value certified under clause 7.5.3, the difference shall be a debt payable by the Contractor to Domus or, if it is less, by Domus to the Contractor; and
- 7.5.5 the final date for payment of the amount of the difference referred to in clause 7.5.3 shall be 28 days from the date of the certificate.

7.6 **Termination by the Contractor - account and payment**

- 7.6.1 Where the Contractor's employment is terminated under clauses 7.3.2 or 7.4.1, the Contractor shall within 13 weeks of the date of termination submit an account in respect of:
- (a) the value of the Services properly executed that have not been valued and certified before such termination; and
 - (b) the amount of any direct loss and/or damage caused to the Contractor by the termination.
- 7.6.2 Domus shall pay to the Contractor the amount properly due in respect of the account within 28 days of its submission by the Contractor.

7.7 Termination at will

- 7.7.1 Domus may terminate the Contractor's employment under the agreement at any time by giving the Contractor six months' written notice of its intention to do so.
- 7.7.2 In the event that Domus serves notice pursuant to clause 7.7.1 above the Contractor shall not, unless otherwise agreed between it and the Contract Manager be under any obligation to accept any subsequent Orders which cannot reasonably be completed before expiry of the notice but shall not be relieved of its obligations to complete all Orders properly given prior to receipt of such notice. Even if such Orders cannot be completed before the expiry of the notice.
- 7.7.3 In the event that Domus serves notice under 7.7.1 above the Contractor shall not be entitled to any compensation for loss of goodwill, loss of business, loss of opportunity, loss of profit, overheads or other costs incurred.

7.8 Public Contracts Regulations 2015

Domus may at any time by notice in writing to the Contractor with immediate effect terminate the Contractor's appointment under this agreement in the event that:

- 7.8.1 the circumstances set out in regulation 73(1)(a) or 73(1)(c) Public Contracts Regulations 2015 apply; and
- 7.8.2 the circumstances set out in regulation 73(1)(b) Public Contracts Regulations 2015 apply.

8 Settlement of disputes

- 8.1 Subject to Article 4, each Party shall promptly notify the other of any matter that appears likely to give rise to a dispute or difference. The senior executives nominated in the Contract Particulars (or if either is not available, a colleague of similar standing) shall meet as soon as practicable for direct, good faith negotiations to resolve the matter.
- 8.2 Subject to Article 4, if a dispute or difference arises under this agreement which cannot be resolved by direct negotiation, each Party shall give serious consideration to any request by the other to refer the matter to mediation.

9 Other clauses

9.1 Third Parties

This agreement is not intended to confer any rights on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

9.2 Bribery, corruption, slavery and human trafficking

- 9.2.1 The Contractor warrants and undertakes to Domus that neither it nor any person associated with it within the meaning of section 8 Bribery Act 2010 has done or permitted to be done or will do or permit to be done anything which:
- (a) is in breach, or is likely to have been in breach, of the Anti-Corruption Laws; or
 - (b) will result, or is likely to result, in a breach of the Anti-Corruption Laws.

- 9.2.2 The Contractor warrants and undertakes to Domus that neither it nor any of the Contractor's Persons:
- (a) has been convicted of any offence involving slavery and human trafficking; and
 - (b) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 9.2.3 The Contractor warrants and undertakes to Domus that, in performing its obligations under this agreement, it shall and shall procure that the Contractor's Persons shall:
- (a) comply with the Anti-Corruption Laws and the Modern Slavery Act 2015; and
 - (b) comply with the Anti-Corruption Policies and Accent's anti-slavery policy which is notified to the Contractor in writing as being in force from time to time.
- 9.2.4 The Contractor provides such documentation or other information as Domus may request from time to time to satisfy itself that the Contractor has complied with his obligations under clauses 9.2.1 to 9.2.3.
- 9.2.5 The Contractor indemnifies Domus against and from all direct losses, damages, costs, expenses, liabilities and proceedings suffered or incurred by Domus as a result of any failure by the Contractor or the Contractor's Persons to comply with the provisions of clauses 9.2.1 to 9.2.3.

9.3 **Freedom of information**

- 9.3.1 The Contractor acknowledges that Domus may be subject to the requirements of the FOIA and the EIR and is expected to abide by the FOIA Code and EIR Code. The Contractor shall assist and co-operate with Domus (at the Contractor's expense) to enable Domus to comply with these information disclosure requirements.
- 9.3.2 The Contractor shall, and shall ensure that its sub-contractors shall:
- (a) provide Domus with a copy of all Information in its possession, power or control in the form that Domus requires within five (5) Working Days (or such other period as Domus may specify) of Domus requesting that Information; and
 - (b) provide all necessary assistance as is reasonably requested by Domus to enable Domus to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR,

and the Contractor shall be liable for and hereby indemnifies Domus from and against all claims, proceedings, damages, liabilities, losses, costs and expenses suffered or incurred by Domus where and to the extent that the same arise in connection with any breach of this clause 9.3 by the Contractor or by any Contractor Persons.

- 9.3.3 If the Contractor considers that all or any information provided to Domus is a "trade secret" in accordance with section 43(1) of FOIA or is commercial sensitive information disclosure of which would be likely to prejudice the commercial interests of any party in accordance with section 43(2) of the FOIA, or a duty of confidentiality applies under section 41(1) of the FOIA, or is exempt by the operation of any other provision of FOIA or any exception in the EIR, the Contractor shall ensure that the relevant information, the claimed exemption or exception and if a qualified exemption, its views on where the public interest lies, is clearly identified to Domus. Notwithstanding any such identification, Domus shall be solely responsible for determining at its absolute discretion whether such Information and/or any other information:
- (a) is exempt from disclosure in accordance with the provisions of the FOIA Code and the FOIA or the EIR Code and the EIR; or
 - (b) is to be disclosed in response to a Request for Information.
- 9.3.4 In no event shall the Contractor respond directly to any requests for information from members of the public.
- 9.3.5 The Contractor acknowledges that Domus may, acting in accordance with the recommendations set out in the FOIA Code and/or EIR Code, be obliged under the FOIA and/or the EIR to disclose Information:
- (a) without consulting with the Contractor; or
 - (b) following consultation with the Contractor and having considered its views.

9.4 **Equality Act**

- 9.4.1 The Contractor acknowledges that Domus has duties under section 149 Equality Act to have due regard to the need to eliminate discrimination, harassment and any other conduct prohibited by the Equality Act and to promote equality of opportunity and foster good relations between persons sharing a protected characteristic and those who do not share it. For the purposes of this duty (the **Equality Duty**) the protected characteristics are age; disability; gender reassignment; pregnancy and maternity; race; religion or belief; sex and sexual orientation.
- 9.4.2 The Contractor warrants that it will not and shall procure that its sub-contractors will not through their conduct or practices cause Domus to be in breach of any of the obligations placed upon Domus by section 149 Equality Act having due regard to any statutory code of practice issued in relation to that duty and will indemnify Domus for any loss, expense or damage incurred as a result of any breach of such obligations.
- 9.4.3 The Contractor acknowledges that Domus by regulation may be subject to duties in accordance with section 153 Equality Act.
- 9.4.4 The Contractor warrants that it will not and shall procure that its sub-contractors will not through their conduct or practices cause Domus to be in breach of any of the obligations placed upon Domus under any duty imposed by any regulation

issued under section 153 Equality Act and will indemnify Domus for any loss, expense or damage incurred as a result of any breach of such obligations.

9.4.5 Domus may having regard to its statutory duties under the Equality Act and/or by any regulation issued under section 153 Equality Act and having due regard to any statutory code of practice issued in relation to those statutory duties make requests or issue instructions to the Contractor (relating to the supply of information, monitoring and other matters) for the purposes of ensuring that the conduct or practices of the Contractor and/or its sub-contractors will not result in Domus being in breach of its obligations under the Equality Act. The Contractor agrees that it will and shall procure that its sub-contractors will provide Domus with all information reasonably requested by Domus to allow it to monitor compliance with the obligations imposed by this clause 9.4.

9.4.6 Without prejudice to the generality of this clause 9.4 Domus may require the Contractor to comply at no cost to Domus with Accent's policies relating to the Equality Duty (which shall be made available on request) or to have policies which have been approved by Domus and the Contractor will and agrees that it shall procure that its sub-contractors comply with such requirements.

9.5 TUPE

9.5.1 The Parties acknowledge that either during or upon the expiry of the Contract Period or termination of this agreement, some or all employees may be transferred to Domus or to a Successor Contractor (meaning a contractor that replaces the Contractor whether by way of retender, termination or otherwise) by virtue of TUPE. The Parties agree to exercise all reasonable endeavours to facilitate the transfer of employees to Domus or a Successor Contractor. The provisions of clauses 9.5.1 to 9.5.7 apply in the event of such transfer.

9.5.2 The Contractor indemnifies Domus against and from all direct losses, damages, costs, expenses, liabilities and proceedings suffered or incurred (whether suffered or incurred directly by Domus, or suffered or incurred by Domus as a result of an indemnity given to a Successor Contractor) as a result of any act or omission of the Contractor or the Contractor's Persons or any event or occurrence relating to the employees, including, without limitation:

- (a) any rights, powers, duties and/or liabilities of the Contractor or any of the Contractor's Persons under a contract of employment which will be transferred to Domus or a Successor Contractor under TUPE;
- (b) any act or omission of the Contractor or any of the Contractor's Persons in respect of any contract of employment for an Employee who is transferred to Domus or a Successor Contractor under TUPE which is deemed by virtue of TUPE to be an act or omission of Domus or the Successor Contractor; or
- (c) any failure by the Contractor or any of the Contractor's Persons to comply with its obligations under TUPE.

9.5.3 Upon request by Domus, the Contractor shall promptly:

- (a) provide to Domus with full details of all of its employees, including details of the number of employees, their pay and benefits, the terms and

conditions pursuant to which they are employed, their job roles and any relevant collective agreements;

- (b) comply with any obligations which it is required to meet by virtue of TUPE in respect of its employees; and
- (c) procure that its subcontractors also comply with this clause.

9.5.4 In the period of six months prior to the Expiry Date, or in any notice period prior to termination of this agreement, the Contractor shall not, and using all reasonable endeavours shall procure that its subcontractors shall not, without Domus prior written consent (not to be unreasonably withheld):

- (a) terminate or give notice to terminate the employment of any employees (except where such termination is due to misconduct);
- (b) withdraw any employee from performing the Contractor's obligations under this agreement;
- (c) recruit any person or re-deploy any other employee or worker to work wholly or mainly in performing the Contractor's obligations under this agreement; or
- (d) vary the contractual terms of employment of any of his employees (except for any increase in remuneration agreed prior to the start of the aforementioned six month period or the termination notice period).

9.5.5 The Contractor hereby authorises Domus to use or disclose information about his employees provided under clauses 9.5.1 to 9.5.7 to prospective Successor Contractors and/or appointed Successor Contractors. Domus shall handle such information in accordance with the Data Protection Legislation.

9.5.6 The Contractor indemnifies Domus against and from all direct losses, damages, costs, expenses, liabilities and proceedings suffered or incurred (whether suffered or incurred directly by Domus, or suffered or incurred by Domus as a result of an indemnity given to a Successor Contractor) as a result of any redundancy or other severance payments payable to any employee (whether arising under statute or under the employee's contract of employment) who has transferred to Domus or to a Successor Contractor, or as a result of any unfair dismissal claim made by any employee who has transferred to Domus a Successor Contractor.

9.5.7 Domus and any Successor Contractor shall have no liability whatsoever for any redundancy costs or other severance payments payable by the Contractor to any Employee (whether arising under any statute or under the employee's contract of employment) who is made redundant by the Contractor or who is made redundant following a transfer to Domus or a Successor Contractor, or any costs payable by the Contractor arising from any unfair dismissal claim made by any employee who is dismissed by the Contractor or who is dismissed following a transfer to Domus or a Successor Contractor. The Contractor is solely responsible for any such costs or severance payments.

9.6 **No waiver**

No failure or delay on the part of either party to exercise any right or remedy under this agreement shall be construed or operate as a waiver, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.

9.7 **Invalid provisions**

If any provision of this agreement is held by a court or other relevant tribunal to be invalid or unenforceable it shall be severable and shall be deemed omitted from this agreement to the extent necessary to prevent such invalidity or unenforceability and the remaining provisions shall continue to have full effect

9.8 **Limitation of liability**

9.8.1 Subject to clause 9.8.6, the Contractor's entire aggregate liability to Domus under or in connection with this agreement in respect of all claims and/or causes of action which arise shall be limited to £5,000,000 (five million pounds) (the **Liability Cap**). For the avoidance of doubt, this clause 9.8.1 creates a separate Liability Cap for each Contract Year of the Contract Period. Any liability of the Contractor arising in respect of claims and/or causes of action which arise in a particular Contract Year is subject only to the Liability Cap for that Contract Year and cannot be apportioned across Liability Caps for different Contract Years.

9.8.2 Each Liability Cap applies to claims and/or causes of action which arise in the relevant Contract Year irrespective of when Domus notifies the Contractor of the same. The fact that Domus may notify the Contractor of a claim and/or cause of action:

(a) in a different Contract Year to when the claim and/or cause of action arose; or

(b) subject to the Limitation Act 1980, after the end of the Contract Period,

does not result in a different Liability Cap applying to the claim and/or cause of action in question or permit the Contractor to rely on any Liability Cap other than the Liability Cap which is applicable to the Contract Year in which the claim and/or cause of action arose.

9.8.3 The Liability Cap applies to claims and/or causes of action which arise irrespective of when Domus notifies the Contractor of the same.

9.8.4 Without prejudice to clause 9.8.4 or 9.8.5 Domus total liability arising under or in connection with this agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall be limited as follows:

(a) for non-payment of invoices to the amount unpaid; and

(b) for any other type of liability Domus shall not be liable for to the Contractor for its losses.

9.8.5 Subject to clause 9.8.6 neither party shall be liable to the other for any indirect and/or consequential loss that the other party incurs under or in connection with this agreement.

9.8.6 Clauses 9.8.1, 9.8.2 and 9.8.4 shall not apply to any liability for claims relating to personal injury, death or fraud.

9.9 **Audit**

9.9.1 During the Contract Period and for a period of twelve years after the Expiry Date, Domus may conduct or be subject to an audit for the following purposes:

- (a) to verify the accuracy of Contractor Costs (and proposed or actual variations to them in accordance with this agreement and/or the costs of all suppliers (including sub-contractors) of the Services at the level of detail required by Domus;
- (b) to review the integrity, confidentiality and security of any data relating to Domus or any service users or Residents of any Affected Property;
- (c) to review the Contractor's compliance with Data Protection Legislation, the FOIA, in accordance with clause 2.6 (Data Protection) and clause 9.3 (Freedom of Information) and any other legislation applicable to the Services;
- (d) to review any records created during the provision of the Services;
- (e) to review any books of account kept by the Contractor in connection with the provision of the Services;
- (f) to carry out the audit and certification of Domus accounts;
- (g) to verify the accuracy and completeness of the performance information delivered or required by this agreement.

9.9.2 Except where an audit is imposed on Domus by a regulatory body, Domus may not conduct an audit under this clause 9.9 more than three times in any calendar year.

9.9.3 Domus shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.

9.9.4 Subject to Domus obligations of confidentiality, the Contractor shall on demand provide Domus and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

- (a) all information requested by the above persons within the permitted scope of the audit;
- (b) reasonable access to any sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and
- (c) access to the Contractor's Persons.

9.9.5 Domus shall endeavour to (but is not obliged to) provide at least 15 days notice of its or, where possible, a regulatory body's, intention to conduct an audit.

9.9.6 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under this agreement in any material manner by the Contractor in which case the Contractor shall reimburse the Domus for all Domus reasonable costs incurred in the course of the audit.

9.9.7 If an audit identifies that:

- (a) The Contractor has failed to perform its obligations under this agreement in any material manner, the Parties shall agree and implement a remedial plan. If the Contractor's failure relates to a failure to provide any information to Domus about the Contractor Costs or proposed Contractor Costs, then the remedial plan shall include a requirement for the provision of all such information;
- (b) Domus has overpaid any Contractor Costs, the Contractor shall repay to Domus the amount overpaid within 20 days; and
- (c) Domus has underpaid any Contractor Costs, Domus shall pay to the Contractor the amount of the underpayment within 20 days.

9.10 **Intellectual property**

9.10.1 In the absence of prior written agreement by Domus to the contrary, all Intellectual Property created by the Contractor:

- (a) in the course of performing the Services; or
- (b) exclusively for the purpose of performing the Services,

shall vest in Domus on creation.

9.10.2 The Contractor shall indemnify Domus against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by Domus acts or omissions.

9.11 **Force majeure**

9.11.1 Subject to the remaining provisions of this clause 9.11, neither party to this agreement shall be liable to the other for any delay or non-performance of its obligations under this agreement to the extent that such non-performance is due to a Force Majeure Event.

9.11.2 In the event that either party is delayed or prevented from performing its obligations under this agreement by a Force Majeure Event, such Party shall:

- (a) give notice in writing of such delay or prevention to the other Party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;

- (b) use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this agreement; and
 - (c) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
- 9.11.3 A party cannot claim relief if the Force Majeure Event is attributable to that party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 9.11.4 The Contractor cannot claim relief if the Force Majeure Event is one where a reasonable Contractor should have foreseen and provided for the cause in question.
- 9.11.5 As soon as practicable following the affected Party's notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this agreement. Where the Contractor is the affected Party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure Event.
- 9.11.6 The affected Party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this agreement. Following such notification, this agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.
- 9.11.7 Domus may, during the continuance of any Force Majeure Event, terminate this agreement by written notice to the Contractor if a Force Majeure Event occurs that affects all or a substantial part of the Services and which continues for more than 45 Business Days.

9.12 **Expiry**

This agreement shall expire and come to an end at 11.59 pm on the Expiry Date.

This agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1

Contract Particulars

Annual Review Date	The first Annual Review Date will be on April 2022 and the subsequent Annual Review Dates shall be the same date of each year of the Contract Period thereafter.
Contact Details for Domus:	
Contact Details for the Contractor:	
Domus Senior Executives:	
The Contractor's Senior Executives:	

Schedule 2

Key Performance Indicators

KEY PERFORMANCE INDICATORS (KPI'S)

Domus monitor the performance of contract quality and delivery through a series of KPI measures. Domus require all Suppliers to achieve KPI Targets as detailed in Table 1.

Please refer to Section 5, Contractors Performance, Domus Terms and Conditions for information on how these KPIs are used to measure the Contractors performance against the outcome specification.

Table 1

KPI Ref	Grounds Maintenance Services (Output Specification)	KPI Attainment Year 1	KPI Attainment Year 2	KPI Attainment Year 3	KPI Attainment Subsequent Years
1	Customer Satisfaction (measured bi-annually in Rant & Rave against a range of 1 - 5)	3.5	4	4.5	4.5
2	Complaints: to receive less than % based on 6 month rolling for the overall contract. This is based on the output specification	5%	4%	3%	3%
3	To meet the output specification across 100% of schemes	85%	95%	100%	100%
4	To report, in accordance with The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) to the HSE with a simultaneous update to the Client Representative.	100%	100%	100%	100%

executed by as a deed by _____)
Domus Services Limited)
acting by _____, a)
director and)
_____, a director) Director
or its secretary

Director/Secretary

executed by as a deed)
[The Contractor])
acting by _____, a)
director and)
_____, a) Director
director or its secretary

Director/Secretary

Appendix 1

Order

To provide grounds maintenance service provision as noted in output specification Appendix 2 Service Standards and specification, for the price noted in Appendix 4 Schedule of Rates to the following Schemes.

Appendix 2

General specification

We want our estates to be maintained to a high standard and to provide our residents with a quality grounds maintenance service.

- a) Works are to be carried out economically and of a high standard; demonstrating adherence to best horticultural practice.
- b) Contractors are to work efficiently to deliver estates that are pleasing to the eye and to be clean and tidy
- c) Most importantly, it meets the needs of the scheme and its residents.

Notes: Please be advised this is an output based specification. The delivery approach undertaken is at the discretion of the Contractor. Provided the output specification is met in full, the Contractor has the latitude to deliver the work in the manner they deem most efficient.

To assist contractors achieving the desired outputs outlined in the specification, Attached at Appendix B are a set of Guide Frequencies. Whilst the contractor has discretion to deliver as they chose as highlighted above; these indicative frequencies can be utilized.

Complete compliance with this Output Specification is deemed to be covered in full within your pricing proposal. Variant bids are not permissible

Health & Safety

- a) The Contractor shall at all times ensure that they comply with The Health & Safety at Work Act (1974).
- b) The Contractor shall provide their staff with all the necessary safety equipment to meet any applicable legislation and ensure that their staff use the same at all times when they are on the Client's Property.

- c) PPE Checks to be carried out and recorded on a regular basis, paying particular attention to eye protection, boots and gloves. The results to be recorded and made available to the Client Representative.
- d) Appropriate work wear is to be worn at all times. Short trousers, Rigger Boots and sleeveless vests are NOT to be worn by the Contractor's staff at any time.
- e) The Client requires the Contractor's staff to wear High Visibility work wear at all times whilst on the Client's Property.
- f) Sharps and needles to be removed from site by the Contractor using the correct equipment and procedures for sharps and disposed of in the approved manner. In addition the presence of sharps and needles must be reported to Accent Contact Centre on 0345 678 0555 immediately detailing the address, date, time and location.
- g) The presence of any hazardous waste identified by the Contractor is to be reported immediately, classified as an emergency, to Accent Contact Centre on 0345 678 0555 detailing the date, time, scheme address and location of waste.

Section 1

Top Level Summary of requirements

To leave all grassed areas clear of litter and other debris, evenly mown and free of weeds and grass cuttings and edged.

To leave all planted areas free of weeds, litter and other debris, with clearly defined borders, and properly pruned plants and shrubs.

To leave all hedges neatly and evenly trimmed.

To leave all hard-standing areas free of litter, weeds, moss and leaves.

1. Grass Cutting

- a) Grass cutting is recommended to be carried out a minimum of every 14 days, equating to once every two weeks from March to November. The contractor will need to ensure that the grass does not, at any time, exceed 40mm throughout the scheme and the maximum height after cutting be no more than 25mm. All grass shall be mown in parallel straight lines so that lawns are left with a neat and tidy appearance. A high visual standard is required and must meet the requirements of BS7370 Part 3 Appendix A.

- b) If weather conditions stimulate grass growth, the contractor will be responsible for additional cutting required to ensure that the height of the grass does not exceed 60mm at any time, these will be deemed to be included within the proposed submitted price.
- c) Grassed areas must be edged on each visit, mechanical strimmer's may be used however, small areas or areas near to patio doors for example should be hand edged.
- d) At the appropriate times during the year, fertilizers and or weed killers must be applied to keep the grassed area in good and healthy condition. All fertilisers weed killers or pesticides must be applied strictly in accordance with the Manufacturer's instructions. They must never be left unattended. On small-grassed areas, the materials should be applied evenly by hand or by mechanical hand spreader. On larger areas spraying equipment can be used but not if, the weather conditions are likely to allow the vapour to drift from its intended area.
- e) If weather conditions inhibit grass growth to negligible amounts between programmed cuts, the contractor will provides written confirmation to the Client Representative that cutting has not been carried out on the programmed date(s).
- f) In conditions of drought or persistent wet weather, The Contractor shall adjust the frequency and/or height cut required on each site as well as possible adjustments to the schedules.
- g) In extremely wet conditions where grass cutting may cause damage (e.g. divots) to the grass area, The Client Representative may instruct that the grass cutting is to be suspended until such time that the conditions allow the grass cutting to be recommended.
- h) Where exceptionally inclement weather conditions prevent The Contractor from carrying out programmed cutting operations, The Contractor shall immediately inform the Client Representative in writing. The written notification shall include the date(s) when it is anticipated that the grass cutting will recommence, which shall be as soon as weather conditions allow.
- i) The Contractor will not be allowed to use growth-retardant chemicals to maintain grass areas.
- j) All clippings and cuttings are to be removed including any that spread onto paths, roads or hardstanding's and be disposed of in an environmentally friendly

manner. The Contractor is to provide details of disposal method if requested by Client Representative.

- k) Grass cutting shall be carried out up to the edge of paths, beds, etc. and site boundaries and shall include for cutting under or between railings and fencing, etc. and for all necessary edging and trimming at parameters. Corners and edges that cannot be reached by the mower must be cut by hand.
- l) The Contractor shall at all times during the period of the Contract, ensure that all machines engaged in grass cutting operations are sharp and properly set, to produce a true and even cut. Any damage from such lack of maintenance shall be made good by The Contractor in accordance with the terms and conditions in this specification.
- m) The Contractor shall also ensure that machines involved in mowing operations, are fitted with correct tyres (grass tyres) where there is any danger of causing damage to surfaces during mowing operations and the operators are fully trained in the operation and use of such equipment. If damage attributable to The Contractors omission to heed this condition is found, The Contractor will be responsible for the cost of full reinstatement to the satisfaction of the Client Representative. The mower should be fitted with the type of blade that will produce a standard of finish that is appropriate for the area.
- n) The Contractor shall at all times during the period of the Contract ensure that machines are properly guarded and maintained so as to present no danger to the operator or any person in the vicinity of the operations. The Contractor shall provide his staff with all safety equipment (boots, reflective vest, etc.) and ensure that staff use these at all times they are engaged in work on the Clients Property.
- o) Prior to grass cutting, The Contractor shall collect and dispose of all litter, detritus, stones, leaf fall, and horticultural waste material. Hazardous waste, sharps and needles are to be dealt with as set out in paragraphs (g) & (h) of the Health and Safety section above.
- p) Any damage caused to trees, shrubs, fences and any other items within or around the site by the contractor shall be immediately reported to the Client Representative and confirmed in writing. The Contractor will be required, at their

own expense, to make good all such damage within a maximum period of one calendar month.

- q) Any Damage caused to the property due to the use of the Contractor's machinery, i.e. broken windows from flying stones etc., will be repaired by the Client and those costs recharged back to the Contractor.

2. Shrubs, hedges and Horticultural Beds

- a) All shrubs, roses, climbing plants and hedges, shall be maintained to a good horticultural practice. It is recommended that shaping and weeding be carried out monthly between the months of April and November and pruning of hedges to take place 6 times per year as per Appendix B – Guide Frequencies.
- b) Pruning shall be carried out to maintain the growth and shape of the shrubs to ensure that no obstruction is caused to pedestrians, vehicles, signs and sight lines. All boundaries must be edged and trimmed to make sure they are clearly defined.
- b) All weeds, litter and debris must be removed by hand and properly disposed of at the end of each site visit to site.
- c) Where shrubs are adjacent to buildings; the height is not to exceed the height of the ground floor window sill and the girth not intrude to the detriment of other specimens in the area.
- d) Where hedges form a boundary, and are the responsibility of the Client the Contractor will, subject to consent from the adjoining owner enter their land to carry out the required maintenance. Should the adjoining owner refuse consent the Contractor will inform the Clients Representative so the appropriate disclaimer can be sent.
- e) If weather conditions stimulate growth, the Contractor will be responsible for additional pruning required to ensure that all pathways, entrances, access ways and windows are kept clear this will be deemed to be included within the Contractors pricing bid proposal.
- f) All shrubs, hedges and horticultural beds are to be maintained to ensure that they are free of weeds, roots, stones exceeding 50mm diameter, dead

shrubs/horticulture and other debris, refuse or waste and to be disposed of in an environmentally friendly manner.

- g) Any shrubs/horticulture that are removed due to them being dead or areas of bare soil shall be listed by the Contractor and a report provided to the Client's Supervising Officer on a quarterly basis. The Contractor, with prior approval and a purchase order from the Client's Supervising Officer shall undertake a consequential programme of shrubs/horticulture replacement.
- h) All beds are to be edged forked and hoed to allow proper soil aeration. The soil should be left with a fine tilth.
- i) All dead wood and suckers must be cut out cleanly.
- j) All plants must be pruned trimmed thinned out, shaped and re-staked or tied as necessary depending on the type or variety of plant to prevent overcrowding.
- k) Ensure shrubs do not obstruct footpaths, other pedestrian areas, grassed areas, lighting to windows and vehicle sight lines.
- l) Any cut larger than 25 mm diameter must be treated with an approved sealant.
- m) At the appropriate times during the year, fertilisers and or weed killers must be applied to keep shrubs and bushes in good and healthy condition.
- n) Hedges must be trimmed appropriate for the species to maintain the shape of the hedge.
- o) All cuttings and clippings to be removed from site at the end of each visit on the same day.
- p) Care should be taken to avoid damage of trees, shrubs, hedges and plants including roots. Any damage caused by the Contractor shall immediately be reported to the Client's Supervising Officer, in writing. The Contractor will be required, at its own expense, to make good all such damage within a maximum period of one calendar Month.
- q) During dry weather conditions, where the Client has provided a water source the Contractor will be responsible for all necessary watering to maintain the growth of the shrubs, plants and hedges, etc. On some schemes, the Contractor will need to

supply their own screw-in standpipe. This will be deemed to be included within the proposed pricing bid.

- r) If in the opinion of the Client's Supervising Officer, shrubs, plants or hedges, etc. have been damaged as a result of a lack of water, these shall be replaced by the Contractor at its own expense.

3. Leaf Fall

- a) All grassed areas and other horticultural areas (e.g. beds and hedges) shall be kept free of leaf fall and other fallen horticultural material (e.g. twigs and branches). The expectation is that leaves and debris will be removed on each visit and Appendix B – Guide Frequencies details expected leaf fall and suggested intervals. The leaves etc. shall be collected, bagged and disposed of at the same time at the end each site visit of each working day. On no account shall leaves etc. be left in piles or stacks for subsequent collection.
- b) Powered leaf clearing and leaf blowing equipment may be used. Powered leaf blowers shall normally only be used where leaf fall is excessive and shall not be used to blow or collect small numbers of leaves where other methods can be used

4. Self-Setting Growth

- a) All self-setting growth from trees, shrubs and seeds is to be removed.

5. Trees - General Maintenance

- a) All epicormic growth up to a height of 2.0 m above ground level shall be removed by The Contractor. Trees are to be kept clear of epicormic growth at all times.
- b) A band of 150 mm around the base of each tree shall be maintained free of weeds and ivy. Any growth of ivy within the tree branches and trunk is to be removed.
- c) Trees are to be maintained in a healthy condition, with all dead branches being removed. In addition, all branches that provide an obstruction or obscure sight lines shall be removed.

- d) Roots are to be maintained so as not to damage the tree or any building, structure or hard surface area in the vicinity of the tree. Any anticipated damage to buildings, etc. is to be immediately reported to the Client Representative, in writing.
- e) All trees deemed by the Contractor to be dead or cause a safety risk shall be immediately reported to the Client Representative.

6. Trees – Annual Maintenance

- a) The client will employ an arborist specialist directly to undertake tree surveys detailing the required works to each tree. This will form the basis of a planned programme of tree works and is excluded from this contract.

7. Climbers

- a) All building and walls are to be kept clear at all times of invasive specimens to avoid material damage to the structures unless specifically excluded by the Clients Representative. Shrubs/hedges are to be kept a minimum of 25cm away from the building and walls.
- b) Non-invasive specimens are to be kept under control and not allowed to bush out or detract from the visual aspect of the structures.
- c) All vents, flues, downpipes, windows, entrances and access ways are to be kept clear at all times

8. Hard Surfaces

- a) Hard surfaces refers, but not exclusively, to paving, tarmac, gravel and brick. All hard surfaces should be kept clear of moss at all times.

- b) All surfaces are to be kept clean and free of any deposits/leaves by either use of a manual sweeping brush or an industrial blower/sucker. This task will include keeping clear all gully gratings within the area being swept and free from deposits/leaves. The Contractor will remove each gully grating and clean the drain set.
- c) Where weeds or moss are present a suitable method of removal can be used at the discretion of the Contractor for this operation. This can be either through manual scrubbing using deck scrubbing brushes and hot/cold water and a suitable cleansing solution or use of hot/cold washing/jetting. Steel scrapers will be used to remove gum; wax, tar, etc. from the surfaces. Where chemicals are proposed, the contractor shall provide written COSHH assessments and an Environmental impact statement.
- d) If the Contractor chooses to use hot/cold washing/jetting for such tasks it will inform the Supervising Officer prior to the operation.

9. Litter Picking & Waste

- a) The Contractor will remove all litter, debris and detritus from the Grounds including up to the building entrance following each visit to site.
- b) Litter will be picked from all areas regardless of the degree of difficulty in picking such litter during each visit.
- c) The litter is to be placed into refuse sacks, sealed and removed from site at the end of the each site visit/working day.
- d) Sharps and needles to be removed from site by the Contractor using the correct equipment and procedures for sharps and disposed of in the approved manner. In addition the presence of sharps and needles must be reported to Accent Contact Centre on 0345 678 0555 immediately detailing the address, date, time and location.
- e) The presence hazardous waste is to be reported immediately, classified as an emergency, to Accent Contact Centre on 0345 678 0555 detailing the date, time, scheme address and location of waste.

- f) The Contractor shall remove any residue or staining left by any litter or fouling with an approved anti-bacterial solution.

10. Detached Bin Stores & Compounds

- a) This section refers to all stores and compounds that are not located within the footprint of the main building.
- b) The Contractor will use any broom he considers necessary and appropriate and to the approval of the Client Representative to sweep all floor coverings and hard surfaces leaving them clean, litter free and free of any deposits / fouling.
- c) Items of fly tipping are to be reported to the Accent Contact Centre on 0345 678 0555.

11. Rough Verges/Banks and Vacant Plots

- a) All Rough verges/banks and vacant plots are to be cleared as per the frequency of attendance
- b) All self-setting growth from trees, shrubs and seeds are to be removed.
- c) The Contractor will inspect the Verge/bank and vacant plot on each visit and report any issues immediately to the Client Representative.

12. Additional Works

This is based on optional services which may be required and subject to the Client's budgetary constraints.

- a) Gritting: Treatment of Surfaces: Gritting with Road/Rock Salt of a defined pathway from the main entrance to the carpark and the main carpark. It is expected during the defined winter period; Met Office weather forecasts will be monitored on a daily basis, on days when it is forecasted to be Zero (0) degree all day, a planned attendance to site will be instigated. All nominated sites to be gritted by 11am of the same day, Monday to Friday.

- b) Snow Clearance and Treatment/Gritting: with Road/Rock Salt of a defined pathway from the main entrance to the carpark and the main carpark. It is expected during the defined Winter period; Met Office weather forecasts will be monitored on a daily basis, on days when it is forecasted to Snow and be Zero (0) degree all day, a planned attendance to site will be instigated. All nominated site defined pathways to be cleared of snow and gritted by 11am of the same day, Monday to Friday.
- c) Grit/Road Salt Bin Replenishment: During the defined winter period, it is expected the Contractor will monitor and replenish all the Grit/Road Salt Bins at each site to ensure that a supply is available when required.
- d) Improvement Programmes: Grass replacement: (Suitable/appropriate seed type) - Includes removal of existing Grass/Weeds/Moss etc. Scarification and treatment to stop weed/moss re-growth. Sow appropriate Seeds and maintain to recommended product instructions. Monitor growth and water as required.
- e) Works Orders for any additional works to be administered via web portal. Domus to provide support and training as and when required.

13. General Conditions

- a) Works must be carried out between the hours of 8am and 5pm Monday to Friday. No work must be undertaken at weekends or bank holidays.
- b) Some areas of the site have been “adopted” by residents as domestic flower gardens, and may be left as such, but if or when they become overgrown or wild, the contractor is to report this to the Client’s Representative. Professional advice is to be given to the Client’s Representative who will consult with residents regarding requirements.
- c) Contractors should not eat within the boundaries of the scheme (including in vehicles parked within the curtilage of the scheme).
- d) Contractors are to make themselves aware of access issues on each of the Client’s Properties. Access to communal gardens may be restricted by the presence of fences, walls and railings or other obstacles such as benches, rotary driers etc.
- e) At the end of each visit, the Contractors shall remove and dispose of the waste generated in connection with that visit in accordance with statutory requirements.

Appendix 3 – Site Plans

Appendix 4 - Schedule of Rates

Appendix 5
Additional Services