

# AGREEMENT FOR THE PROVISION OF CLEANING SERVICES TO SOUTHWARK PARK PRIMARY SCHOOL

**DATE:**

**MADE BETWEEN:**

- (1) **[REGISTERED NAME]** of **[registered office or principal place of business if unregistered]** (the "Provider" also referred to as "You" or "you" in this Agreement); and
- (2) **THE GOVERNING BODY OF SOUTHWARK PARK PRIMARY SCHOOL** of 383 Southwark Park Road, London, SE16 2JH (the "Governing Body" also referred to as "We" or "we" in this Agreement).

The parties agree that this Agreement is made up of:-

**SPECIFIC TERMS**  
**GENERAL TERMS AND CONDITIONS**  
**SPECIFICATION -SCOPE OF WORKS**  
 [including School's Safeguarding Policies]  
**THE PROVIDERS PROPOSAL** (including pricing schedule)

## SPECIFIC TERMS

<b>Authorised Officer</b>	Sylvia Lang who is your primary contact in the Governing Body
<b>Description of Services to be provided</b>	School buildings cleaning services as set out in more detail in the tender documents Appendix 3 – Specification Scope of Works
<b>Fee (excluding VAT)</b>	£[●] which we will pay to you in the instalments and intervals set out in the Payment Periods
<b>Governing Body Rules</b>	Means all relevant Governing Body policies, rules, codes, procedures, orders and codes of practice
<b>Indexation</b>	Clause 3.7 will not apply to this Agreement
<b>Insurance</b>	The minimum amount of cover required for this Agreement is:- Employers Liability Insurance: £10m Public Liability Insurance: £5m Professional Indemnity Insurance: £5m
<b>Legislation</b>	Means all relevant Acts of Parliament, statutory regulations, order, guidances and codes of practice including any subsequent amendments or comparable legislation
<b>Liability</b>	Clause 6.3 will not apply to this Agreement
<b>Local Authority</b>	Southwark Council, being the local authority responsible for the School

	and as whose agent the Governing Body makes payment of any delegated budget under this Agreement.
<b>London Living Wage</b>	Clause 4.9: London Living Wage is applicable
<b>Monitoring</b>	Clause 5.4 (a) applies
<b>Payment Periods</b>	Monthly in arrears as follows: One twelfth of the Fee      £[●] on [●]; One twelfth of the Fee      £[●] on [●]; Etc.
<b>Period of Appointment</b>	from the Start Date until 31 December 2023 unless terminated early or extended by mutual agreement
<b>Providers' Representative</b>	[name and contact details], who has overall responsibility for the management of this Agreement
<b>Relevant Transfer</b>	a relevant transfer for the purposes of TUPE
<b>Safeguarding</b>	Clause 4.7 (Safeguarding) is not applicable
<b>School</b>	Southwark Park Primary School which is a Maintained School as defined in s20 School Standards and Framework Act 1998
<b>Staff</b>	Clause 4.6 (Staff) – the period for removing and replacing a notified member of staff under this clause is 7 days
<b>Start Date</b>	1 January 2021
<b>Timetable</b>	You will provide the services in accordance with the timetable unless agreed in writing in advance by the Governing Body. Persistent failure to meet agreed timescales may amount to a material breach of this Agreement.

References to “the Provider” in this Agreement includes anyone engaged by you to provide these Services including any sub-contractor, volunteer, licensee or employee.

References to “staff” or “employees” in this Agreement includes where appropriate volunteers providing these Services.

Any square brackets in this Agreement shall be deemed to be deleted.

**IN WITNESS** the parties have entered into this Agreement by signature of their respective duly authorised representatives.

Signed by:

Signed by:

Position:

Position:

Signature:

Signature:

FOR AND ON BEHALF OF THE GOVERNING BODY      FOR AND ON BEHALF OF THE PROVIDER

Signed by:

Signed by:

Position:

Position:

Signature:

Signature:

FOR AND ON BEHALF OF THE GOVERNING BODY      FOR AND ON BEHALF OF THE PROVIDER

**APPENDIX 1**  
**PROVIDER'S PROPOSAL DATED**