



THE COUNTY COUNCIL OF DURHAM

(Provider)

AND

Mountsett Crematorium

(Customer)

**SERVICE LEVEL AGREEMENT FOR THE
PROVISION OF BUILDING CLEANING**



Commercial Services

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1. Memorandum of Agreement

This service level agreement (SLA) is in respect of access to Building Cleaning Services as detailed in the specification of work and associated schedules (the Services).

Durham County Council's Building & Facilities Maintenance Team undertakes to:

- a. deliver a quality service to the Customer
- b. ensure value for money, quality and efficiency in every area of our business
- c. deliver excellent, customer focused services
- d. provide professionally qualified, experienced staff
- e. comply with relevant statutory and regulatory requirements related to the delivery of this service.

This SLA relates to: Ewehurst Road, Dipton, Stanley, DH9 9JP

2. Conditions of Agreement

Length of Agreement

Initial term of agreement: 2 years

The provision of the services will commence from 1 April 2022 to 31 March 2024

Method of Payment

The Customer shall make payments to the Council for the Service within the requirements set out in Schedules A and B. Any invoices for this service should be paid immediately.

Variations

The terms of this SLA may only be varied in writing between the Council and the Customer.

Force Majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Service Level Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

Confidentiality

Subject to compliance with all laws and any subsequent regulatory requirements the Council and the Customer will provide all information within their control necessary to enable the other to discharge its obligations under this agreement.

Neither the Council nor the Customer shall, without the written consent of the other, make use of for its own purpose or disclose or allow to be disclosed to any person (except as may be required by law or by an authorised body in evaluating the work undertaken e.g. External Audit), this agreement or any material contained in it.

Data Protection

Both the Council and the Customer acknowledge the requirement to comply with data protection legislation by handling data in accordance with the principles and rights set out in the General Data Protection Regulation (Regulation (EU) 2016/9790) and the Data Protection Act 2018.

In the event of a breach of data protection provisions, the Council and the Customer confirm that they will notify the other party of the nature and extent of the breach immediately.

The Council and the Customer confirm that pursuant to this agreement a data processing / sharing agreement will be entered into if personal data is to be processed by one of them on behalf of the other.

Statutory requirements

Both the Council and the Customer shall comply with all statutory requirements relating to the provision of this service.

Indemnity and insurance

The Council shall be liable for any direct loss, claim or proceedings arising under any statute or at common law in respect of any damage to property or persons; any injury to persons including injury resulting in death; and any claim from a service user, or other person acting on behalf of the service user as a result of the provision of the service, except where this is due to any act or neglect on the part of a third party, the Customer or of any person for whom the Customer is responsible. Subject to the foregoing the Council's liability under this Agreement shall be limited to £1million for each occurrence or series of occurrences arising out of one event.

Assignment and Subcontracting

The Council shall not transfer or assign this agreement and shall not subcontract the provision of the service without the prior written permission of the Customer, such permission not to be unreasonably withheld.

Dispute Resolution

If any dispute arises, the Council and the Customer shall first attempt to settle it by referring the dispute to a senior officer of each other who will use reasonable endeavours to resolve the dispute.

The Council and the Customer accept and acknowledge that they have shared responsibility to ensure they make every effort to avoid matters of dispute through regular and constructive dialogue and a common-sense approach to the terms of this SLA and they agree to make every effort to resolve any dispute in connection with this SLA through constructive dialogue.

Communication and Relationships

Both parties will agree to regular communications and meetings as part of the Service Level Agreement.

The Customer shall cooperate with the Council in relation to the provision of the Services including, but not limited to, the provision of relevant and accurate information and access to Customer staff, premises and equipment necessary for the carrying out of the Services.

Monitoring and Liaison

The Customer shall nominate an Authorised Officer to act in its name for the purpose of the agreement and the Council shall similarly appoint a Contract Manager.

Termination

This SLA may be terminated by either the Council or the Customer giving written notice of at least 12 months to the other prior to the finish date of the agreement. Failure to provide such written notice within the required timescale will result in this SLA rolling over for a further period of 2 years.

3. Key Contacts

The main contacts relating to contract management of this Service Level Agreement are:

Durham County Council	Customer
Name: Sonia Parkin	Name: Graham Harrison
Position: Contract Support Officer	Position: Bereavement Services Manager
Telephone: 03000 269358	Telephone: 03000 265 606 / 07918 684535
Mobile: 07713 193781	Mobile:
Email address: sonia.parkin@durham.gov.uk	Email address: graham.harrison@durham.gov.uk

The single point of contact for all cleaning requests is Sonia Parkin:

Telephone No: 03000 269 358

Mobile: 07713 193781

Email Address: sonia.parkin@durham.gov.uk

**Signed on behalf of THE COUNTY COUNCIL
OF DURHAM by**



Name John Hallam

Position Business Development Manager

**Signed on behalf of THE COUNTY COUNCIL
OF DURHAM by**



Name Susan Robinson

Position Head of Corporate Property and Land

Signed on behalf of the Customer by

Name _____

Position _____

Signed / Witnessed on behalf of the Customer by

Name _____

Position _____

If the witness is not an employee of the Customer:

Address _____



SCHEDULE A - Specification of Work

Context

The Building & Facilities Maintenance Team is made up of professionally qualified staff with considerable experience of all aspects of facilities maintenance.

We utilise skilled Council teams (direct cleaning) and specialist contractors to undertake building cleaning. The service provides a bespoke assessed cleaning specification to reflect the individual Customer requirements. The service is delivered on site by operatives trained to The British Institute of Cleaning Science (BICS) standard using both new and traditional cleaning technologies to ensure buildings are cleaned efficiently and remain fit for purpose.

Our offer includes:

- Development of a bespoke cleaning specification to reflect the needs of the Customer
- Recruitment, selection and supervision of cleaning staff (directly employed by us)
- Advice, guidance, training and support to all cleaning staff on all aspects of cleaning
- Provision of a cleaning quality manual certified to ISO 9001:2015 incorporating guidance notes and cleaning methodologies
- Advice on the provision of a cost-effective building cleaning service
- Technical advice on the provision, cleaning and maintenance of all floor surfaces
- Regular inspection of cleaning standards and provision of advice as required
- Provision and replacement of cleaning equipment and materials
- Provision of additional cleaning requirements as required, such as window cleaning and deep cleans (additional costs apply)

Services

1. Building Cleaning

The building cleaning activities undertaken by the Council on behalf of the Customer are set out Schedule B: Table 1.

2. Additional Services

In addition to the services listed above and those set out in Schedule B: Table 1, Building & Facilities Maintenance can also assist in other property related maintenance and works. For more information on how we may be able to assist, please contact Sonia Parkin (page 5) or Business Development (dsbd@durham.gov.uk).

SCHEDULE B - Price Schedule

In entering into this SLA, the Council and the Customer agree that the information contained in this agreement relating to the rates and prices is confidential and will not be divulged to any third party without the agreement of both parties or as required by law.

The charge(s) for the each contract year are issued separately to this agreement, please refer to your 'Durham County Council Service Level Agreement Schedule' for this information.

The charge(s) for 2022/2023 are set out below.

Charges as detailed in Table 1 will be levied monthly, and will be due for payment immediately.

Charges resulting from additional cleaning carried out will be levied upon completion of the works at the rates detailed in Table 2 and will be due for payment immediately.

All charges and rates detailed in this SLA are exclusive of VAT. The appropriate VAT rate will be applied at the point of billing.

Table 1 – Schedule of Activities and Charges

Table 1 below represents the general specification of building cleaning that are to be provided by the Council to the Customer and is focused on an output based specification with the definition that "a place is deemed to be clean if it is free from removable dirt, dust, marks or unwanted matter (e.g. debris, rubbish, etc.). However, the Council can carry out additional cleaning upon request (see Table 2).

All prices quoted in Table 1 are based on cleaning being undertaken during normal working hours. The Council can undertake cleaning outside of normal working hours upon request; however, these will be subject to an overtime premium. Customers may also be charged for incurring excessive abortive visits.

Cleaning Cleaning

Premises Name and Address
Location
Daily <ul style="list-style-type: none">•
Twice Weekly <ul style="list-style-type: none">•
Weekly <ul style="list-style-type: none">•

Monthly •
Every Six Months •
Location
Daily •
Twice Weekly •
Weekly •
Monthly •
Every Six Months •
Annual Cost of Service Provision: £8,164.00 (includes all labour and materials required to carry out the activities identified in Table 1 above) 10 hours per week x 52 weeks

Table 2 – Schedule of Additional Cleaning Charges

Table 2 sets out the rates that will be applied when the Council's cleaners attend to carry out additional cleaning as requested by the Customer.

Tradesperson	Standard Hourly Rate	Overtime Rate (Mon - Thurs 16:30 to 00:00; Fri 15:30 to 00:00; Saturday 05:00 to 00:00)	Overtime Rate (Mon - Fri 00:00 to 08:00; Saturday 00:00 to 05:00; all day Sunday and Public Holidays)
Cleaner	15.70	Priced upon request	Priced upon request
Materials and Contractors	Charged at actual costs + 10%		