



Okehampton Town Council

**Contract for Daily Cleaning of Public Toilets at Fairplace and Market Street,  
Okehampton  
1<sup>st</sup> April 2022 to 31<sup>st</sup> March 2025**

**1. Okehampton Town Council Requirements**

- 1.1 The Supplier shall conform to all current legislation relevant to the work being carried out on behalf of Okehampton Town Council and provide copies of risk assessments and method statements.
- 1.2 The Supplier shall work to documented guidelines agreed with Okehampton Town Council and as set out in the Specification.
- 1.3 The Supplier will ensure that any cleaners employed are suitably trained, supervised and work to a high standard.
- 1.4 The Supplier shall ensure that it has appropriate and adequate Public Liability Insurance to a minimum value of £5 million and provide evidence of such to Okehampton Town Council whenever requested.

**2. Termination**

- 2.1 The Agreement for Fairplace will be for a term of three years from the date of this Agreement with an option to renew the contract for a further period of time, subject to the agreement of both parties.
- 2.2 The Agreement for Market Street is subject to the renewal of the least of the facility and will be for a term of three years from the date of this Agreement with an option to renew the contract for a further period of time, subject to the agreement of both parties.
- 2.3 Either party may terminate this Agreement immediately by notice in writing to the other party if the other:
  - (a) commits a breach of any provision of this Agreement and (where the breach is capable of remedy) the party in breach has failed to remedy it within 14 days after being required to do so by written notice specifying the breach or breaches complained of, or (where the breach is not capable of remedy) the party in breach has failed to tender to the other party reasonable compensation for the breach; or
  - (b) being a company, presents a petition or has a petition presented for its winding-up or an administrative receiver appointed of all or any part of its assets or undertaking or has a petition presented for an administration order to be made in

- relation to it or calls a meeting of, or enters into any composition or arrangement with, its creditors or ceases to carry on business; or
- (c) being an individual, dies or being a partnership or firm is dissolved or in either case has a bankruptcy petition issued or bankruptcy order made against it or negotiates for or enters into any composition or arrangement with or assignment for the benefit of its creditors.

- 2.4 Okehampton Town Council reserves the discretion to terminate the Agreement if the Supplier breaches points 1 to 7 of Appendix 1 or any aspect of Section 1 of this Agreement.
- 2.5 Okehampton Town Council reserves the right to terminate the Agreement in the event that the Supplier enters into any reorganisation or buy out, in case someone else buys his business but if it is a limited company or partnership continues to trade in the same name
- 2.6 The right to terminate this Agreement in accordance with the terms of this clause is without prejudice to any other rights or remedies which either party may have against the other and any accrued rights or liabilities of either party and termination shall not affect any obligations which expressly or by implication are intended to come into or continue in force on or after such termination.

### **3. Limitations of Liability**

- 3.1 Okehampton Town Council shall not be liable to the Supplier for any loss of profits or contracts or other indirect or consequential loss whether arising from negligence, breach of agreement or in any other way but nothing in these terms and conditions shall, or shall be deemed to exclude the liability of Okehampton Town Council for death or personal injury caused by the negligence of Okehampton Town Council or its employees.

### **4. Indemnity**

- 4.1 The Supplier shall indemnify and hold Okehampton Town Council harmless from any claim made against Okehampton Town Council in respect of any liability, loss, damage, injury, cost or expense sustained by Okehampton Town Council's employees or agents or by any third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Services as a consequence of a breach or negligent performance or failure or delay in performance of this agreement by the Supplier.

### **5. Assignment and Sub-Contracting**

- 5.1 The Supplier shall not assign or otherwise transfer the whole or any part of this Agreement or sub-contract any of its duties under the Agreement to any party other than an employee of the Supplier without the prior written consent of Okehampton Town Council.

### **6. Confidentiality**

- 6.1 Okehampton Town Council forewarns the Supplier that part or all of the contract may be disclosed under a response to a FOIA application.