

**SERVICE CONTRACT SCHEDULE**  
**Household Waste Collection Services**

**1. PURPOSE**

- 1.1 This Schedule will set out the details of the Service Contract between Solutions SK Ltd (Provider) and Stockport Council, Place Directorate (Client)

**2. DEFINITIONS**

The definitions in this section are not exhaustive but are illustrative and they may be amended or supplemented by the Client in conjunction with the Provider.

Service	shall mean the whole of the work to be executed as defined in the service specifications.
Residual Waste	refers to waste that cannot be currently recycled.
Pulpables	Paper, cardboard and cartons separated for recycling
Multi Materials	Glass bottles and jars, food and drink cans, aluminium foil, and plastic bottles separated for recycling.
Biowaste	Garden and Food waste separated for composting
Time	reference to time shall be construed as British Summer Time or Greenwich Mean Time whichever prevails as the current local time.
Day	shall mean 24 hour period starting at 00.01 and shall include each and every calendar day.
Week	shall mean seven consecutive days beginning 00.01 on the first day to 24.00 on the seventh day.
Working day	shall mean a day and hours on which service specifications require or allow the Provider to deliver the service (s)

Weekly	shall mean a frequency of fifty two times per calendar year being once every calendar week with not less than six days or more than eight days between each occurrence.
Two weekly	shall mean a frequency of twenty six times per calendar year being every two calendar weeks with not more than 16 days or less than 12 days between each occurrence.
Four weekly	shall mean a frequency of thirteen times per calendar year being every four calendar weeks
Curtelage	taken to mean the edge of the property but still within the boundary of the property. (See 3.2 Policy ES 02: Recycling and Refuse Collections). In all instances the authorised collection point shall be at the discretion of the Client.
Location/site/premise /property/household	shall be defined by reference to written description and /or maps supplied by the client
Sacks	Blue plastic refuse sacks provided by SMBC or equivalent
Compostable sack	Composable food caddie liner provided by SMBC or equivalent.
Wheelie Bin	Provided by SMBC for the storage and collection of refuse and recycling (See 1.1 Policy ES02: Recycling and Refuse Collections).
External Food Container	Lockable 23ltr food waste container or equivalent provided by SMBC.
Refuse Chute	shall mean a system to convey refuse to a container.

Chute room	shall mean a container store at the base of a refuse chute.
Bulky Household Collection	shall mean any individual item of household waste weight excess of 25 kilograms or which will not fit into a sack / liner.
Bulk Container	shall mean 360 ltr wheeled bins, Eurobin of any capacity up to 1300 ltr, Paladin, Chamberlain or any container of a similar nature.
Responsible Officer	shall mean the person nominated as having responsibility for service issues for the site.
Customer/Householder /Occupier	shall mean the recipient of the service as specified.
Educational establishments	shall include colleges and schools provided by both the public and private sectors.
Suitable Household	shall mean households determined by the Client to be suitable to receive a particular service(s) provided under this Service Contract.
General Service Team	Flexible resource tasked with container/sack delivery, leaflet delivery and any other duties as directed by the client

*Abbreviations:*

SSK – Solutions SK Ltd

Place – Place Directorate

SD – Service Director

HoS – Head of Service

ES – Environmental Services (now known as Public Realm)

### **3. AGREEMENT PERIOD**

- 3.1 This agreement will continue from the date hereof, 1<sup>st</sup> April 2007 until 31<sup>st</sup> March 2017. A decision on whether or not to renew this agreement until 31<sup>st</sup> March 2027, will be made no later than 31<sup>st</sup> March 2014.

The future provision of the Council's Greenspace, Waste Collection, Street Cleansing (including Grounds Maintenance) and Highways Maintenance functions was considered by the Council's Executive in March 2014. A copy of the decision can be found [here](#).

### **4. GENERAL PRINCIPLES**

SSK will be the exclusive Provider of recycling and refuse collection services as detailed in the Service Specifications included in Annexe one.

Where either party believes that there may be a conflict of interest, the Head of Public Realm will, in the first instance, raise the matter with the Corporate Director, Place. If the matter cannot be resolved, the Corporate Director, Place will arrange, in consultation with SSK, for independent legal advice to be sought to resolve the issue.

### **5. SERVICE PARTICULARS**

#### **5.1 Principal contract officers**

For Client: Head of Public Realm or Authorised Officers nominated by the Corporate Director, Place to act on his / her behalf as Client.

For SSK: Managing Director – or nominated officer to act as Provider.

#### **5.2 Key Personnel**

Paul Lawrence – Corporate Director, Place

Megan Black – Head of Public Realm, Place

Stephen Morris – Managing Director, SSK

Barry Brockbank – Head of Operations, SSK

Adam Forbes – Parking, Patrols & Waste Manager, Place

Mark Rimmer – Refuse and Recycling Services Manager, SSK

#### **5.3 Sub-contracting and Assignment**

5.3.1 The Client shall be entitled to assign the benefit of this Service Contract or any part thereof and shall give written notice of any assignment to the Provider.

5.3.2 The Provider shall not:

- assign the Service Contract or any part thereof or the benefit or advantage of the Service Contract or any part thereof,
- sub-contract the provision of the Service or any part thereof to any person without the previous written consent of the Client, which consent shall be in the discretion of the Client and if given, shall not relieve the Provider from any liability or obligation under the Service Contract and the Provider shall be responsible for the acts, defaults or neglect of any sub-provider, its employees or agents in all respects as if they were the acts, defaults or neglect of the Provider, its employees or agents.

## **5.4 Modifications and Variances**

- 5.4.1 To omit whether temporarily or permanently any part of the Service or to cease to provide any part of the Service in such locations during such times and for such period or periods as the Client's Principal Contract Officer may determine,
- 5.4.2 To provide the Service or any part thereof in such manner as the Client's Principal Contract Officer may reasonably require providing that a requirement to provide the Service to the Service Contract Schedule Standard shall not be a modification,
- 5.4.3 To provide such services additional to the Service including additional or substituted locations as the Client's Principal Contract Officer may reasonably require, provided that such additional services shall be the same as or similar to the Service.
- 5.4.4 To vary permanently the Service or any part thereof to be provided at any location. Where this results in demonstrable additional costs then any such costs will be the responsibility of the Client.
- 5.4.5 The Client's Principal Contract Officer shall, when issuing instructions shall give reasonable written notice thereof (except in emergency situations) to the Provider.

## **5.5 Notices**

Any formal notices in respect of this agreement shall be served upon the SD – Place, (Client) or Managing Director of SSK (Provider).

## 5.6 **Monitoring and Review**

The Client (Place) and the Provider SSK will undertake to achieve effective performance monitoring of services by holding regular performance meetings, customer liaison meetings, forums and using customer feedback questionnaires; monitoring complaints; responding to feedback and working with the Client in its benchmarking and service improvement programmes.

Meetings will be minuted and retained as part of the quality system. All documentation will be referenced and retained as part of the quality system. Any shortfall in delivery will be examined and actions agreed, if necessary in writing.

To encourage positive working relationships between SSK and Council staff there will be manager level liaison meetings at least quarterly and officer level meetings at such frequency as mutually agreed. Meetings will be minuted and retained as part of the quality system.

### (i) **Performance Data**

ES will provide quarterly monitoring data for all aspects of the services provided under this service contract related to the Providers performance. The performance data will form a basis for discussion and agreement on any necessary actions at monitoring and review meetings.

## 6. **SERVICE PROVISION**

(i) functions, activities or services to be provided:

Specifications, service standards and requirements are as set out in the annexes hereto. However, specific roles and responsibilities of SSK for Recycling and Refuse Collection operational functions include:

- Household Recycling collections
- Biowaste Collections
- Recycling sites, multi occupancy and other premises
- Household refuse
- Bulky Household Collections
- Delivery of Sacks and Containers
- Community Recycling

### 6.1.0 **Assisted Collections**

The Provider shall note that in order to afford customers fair and equal access to all services covered by this Service Contract the Council has a Recycling Refuse Collections Policy (ES 02) incorporating the process of providing assisted collections to residents. This normally requires the Provider to collect waste from an agreed point on the householder's property and to return the empty container(s) back to an agreed point on the property. A copy of the policy is included in Appendix Two to this contract.

The Provider will be supplied with a full list of those households that require an assisted collection. The list will include details of the actions required of the Provider at individual premises.

6.1.1 The Provider shall note that the list will vary throughout the life of the contract with regular Additions and deletions to the list of required assisted collections.

6.1.2 The Client will be responsible for responding to all requests for assisted collections and agreeing, subject to the Provider's risk assessment, collection arrangements for the particular service(s) at individual households. Any arrangements made shall be in agreement with the Provider.

6.1.3 The Client will be responsible for maintaining the list of where assisted collections are required. The Provider will be informed immediately via the electronic assisted collections list of any deletions/additions. The Provider must ensure the collection crew are provided with an up-to-date list at the beginning of each working day.

6.1.4 The Provider shall undertake to include any additional assisted collection requests for the next scheduled collection, provided this is more than a working day after inclusion on the assisted collections list.

## **7. WORKS / FACILITIES / MATERIALS PROVIDED**

### **7.1 Computer Systems**

#### **a) Enquiry Reporting**

The Provider shall note that the Council currently operates a computer system for customer management, reporting through a contact centre. The Provider will be required to use the Council system for customer enquiry management.

**b) Service Contract Schedule Monitoring and Management**

The Client's Principal Contract Officer will notify the Provider of enquiries received by the Council via a computer link to the Provider's offices. The Provider shall investigate and take remedial action within the prescribed time for the service affected for any enquiry so received. The Provider shall record details of action(s) taken on the computer system.

**7.2 Vehicles, Plant, Equipment and Materials**

7.2.1 The Provider shall be required to provide, operate and maintain vehicles, plant, equipment and materials adequately to fulfil the requirements of this Service Contract and any subsequent variations.

7.2.2 All vehicles and plant used by the Provider in the performance of the Services shall be in a uniform fleet colour, shall be kept by the Provider in a clean and presentable condition and shall carry a notice in a form indicating that the service is being performed on behalf of Stockport Metropolitan Borough Council, all as agreed with the Client's Principal Contract Officer at the commencement of the Service Level Contract. These standards shall be maintained at all times.

All vehicles used by SSK to undertake all or any parts of this service contract shall comply with any relevant road transport regulations or statutory provisions.

7.2.3 The Provider shall note that from time to time the Client's Principal Contract Officer may require the Provider to attach advertising / promotional materials to vehicles used in the provision of the Services identified in the specifications. Such advertising / promotional materials shall be provided by the Client's Principal Contract Officer and shall be attached to vehicles at no cost to the Council other than demonstrable fixing costs. The Provider shall not whilst providing the Service on behalf of Stockport attach any other advertising / promotional materials to a vehicle or item of plant without the prior approval of the Client's Principal Contract Officer.

7.2.4 All vehicles, plant, equipment, materials and consumable items used in the provision of the service shall conform to the Council's environmental objectives. All vehicles should



comply as a minimum with the highest available European Emission standards at the time of procurement, unless otherwise agreed with the client.

### **7.3 Container Provision**

- 7.3.1 The procurement, storage and stock control of all containers, to include sacks, boxes, reusable bags, compositable sacks and wheeled containers of various capacities necessary for the provision of all services under this Service Contract are the responsibility of the client.
- 7.3.2 Should it be determined that damage has been caused to any container as a result of negligence or bad operating procedures on the part of the Provider any repair or replacement shall be undertaken at the Provider's expense. Expenditure in this context shall include all costs of repair or replacement. In this matter the decision of the Client shall be final and shall not be vexatiously applied.
- 7.3.3 Where damage has not been occasioned by the Provider the Client shall arrange for the repair/replacement of the container.
- 7.3.4 The Provider shall note that the Client may from time to time require the interior of containers to be power cleaned and the Provider shall agree a price with the Client for such clean.
- 7.3.5 The Provider shall provide a general service team for the collection or delivery of containers to/from a site or to the nominated place of repair or disposal as determined by the Client and for the subsequent return or replacement to the container site or storage facility. Such collection/delivery shall be as instructed from the Client.
- 7.3.6 The Provider shall ensure where practicable that all waste is removed from the container prior to its delivery for repair or disposal.
- 7.3.7 The Provider will be required to undertake minor repairs, maintenance and storage in respect of containers provided by the Client for services under this Service Contract Schedule. The Client is responsible for the cost of parts and materials. Examples of works include replacing lids, castors, stickers, repainting containers etc. The Provider will provide all necessary resources to carry out the work. This will include manpower, tools, equipment, vehicles, administration

etc. The work will also include recycling containers. Storage and repairs should be undertaken within the depot provided for this Service Contract Schedule unless otherwise approved by the Client. Works shall be agreed with the Client.

## 7.5 Data Confidentiality

7.5.1 The Provider shall not without the written consent of the Client's Principal Contract Officer during the Service Contract Period or at any time thereafter make use of for its own purposes, or disclose to any person (except as may be required by law), the Service Contract Documents or any information contained therein or in any material provided to the Provider by the Client pursuant to the Service Contract Schedule or prepared by the Provider pursuant to the Service Contract Schedule, all of which information shall be deemed to be confidential.

7.5.2 The Provider shall neither dispose nor part with possession of any confidential material provided to the Provider by the Client pursuant to the Service Contract or prepared by the Provider pursuant to the Service Contract, other than in accordance with the express written instructions of the Client.

7.5.3 The Provider shall not and shall ensure that its employees do not divulge to any third party any information which comes into its or their possession in the course of providing the Service.

7.5.4 The Provider shall indemnify and keep indemnified the Client against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Provider of this Contract.

## 7.6 Disposal Points

7.6.1 The Client is responsible for ensuring the continued provision of appropriate disposal facilities for all waste types collected by the Provider under this service contract. At the revision of the contract the disposal points are as follows :

### a) Household Collections – (inc recycling)

Bredbury Refuse Treatment Plant, Bredbury Parkway, Stockport or  
South Manchester Refuse Treatment Plant, Longley Lane, Sharston.

The Provider shall note that any fridge freezers collected must be deposited separately as directed by the operators at the above two facilities.

b) Biowaste - Bredbury Refuse Treatment Plant, Bredbury Parkway, Stockport

7.6.2 The Client may direct the Provider to use alternative disposal facilities for any of the waste categories in 7.6.1 as necessary

## 7.7 Collection Days

7.7.1 The Client will be responsible for ensuring that all potential customers for all services provided under this contract are informed of their relevant collection days and any subsequent agreed changes to those collection days for the duration of the contract.

7.7.2 The Client shall consider all reasonable requests for changes to collection days made by the Provider for operational reasons

7.7.3 Bank and public holidays shall with the exception of Christmas Day and New Year's Day be considered as normal working days. Collections over the Christmas and New Year period shall be agreed with the Client, with a view to minimising disruption to residents, on an annual basis or other agreed period.

## 8. PROVIDER'S RESPONSIBILITIES

### 8.1 Provider's General Responsibilities:

#### 8.1.1 The Provider's responsibilities for the safety of the residents

Should the Provider, in the course of the provision of the Service become aware of any hazardous situation which may prove a danger to life or limb immediate action must be taken to make the situation safe and to notify the Client's Principal Contract Officer by telephone.

#### 8.1.2 The Provider's responsibilities to maintain pedestrian and traffic flows

The Provider shall make every effort in the delivery of the Service to minimise disruption to pedestrian and vehicular traffic.

#### 8.1.3 The Provider's responsibilities to the customers of the Service

The Provider shall be constantly aware that the Service is being provided on behalf of Stockport Metropolitan Borough Council. The Council places customer care as a high priority and the Provider shall at all times take steps to minimise inconvenience to such customer.

8.1.4 The Provider shall ensure that whilst undertaking all services under this service contract that its employees in visiting any premise keep to paths and driveways and do not cross lawns or flowerbeds or climb over fences, hedges or walls. Following a visit to any premise the Provider shall ensure that containers are emptied and returned to their position prior to the visit. Doors and gates are returned to the position prior to the visit and locked where appropriate.

8.1.5 Should any valid complaint be received of a missed collection or other service failure the Provider shall, at no additional expense to the Client, revisit the site and remedy the service failure to the satisfaction of the Client within the period as specified in the Recycling Refuse Collections Policy (ES 02). Where a collection cannot be undertaken due to access problems the Provider shall inform the customers not collected of this fact, what their proposed further actions are and record this on the computer system.

8.1.6 The Provider's responsibilities for maintaining a clean environment

The Provider shall in undertaking any part of the services included in this Service Contract ensure that any spillage caused during the provision of any such services are completely removed at the time the spillage occurs unless it is necessary to agree alternative courses of action with the Client for reasons of practicability.

8.1.7 Where during the course of providing any services under this Service Contract the Provider shall remove the spillages caused as part of the routine collection. Any spillages which are not caused by the Provider, shall be reported by the Provider to the Client.

**8.2 Provider's Responsibilities:**

8.2.1 During the Service Contract Period the Provider shall provide the Service in a proper, skilful and workmanlike manner, to the Service Contract Schedule Standard and to the entire satisfaction of the Client's Principal Contract Officer

8.2.2 The Provider shall at all times during the Service Contract Period allow the Client's Principal Contract Officer and such persons as may from time to time be nominated by the Client's Principal Contract Officer access to:

- i) all Locations and vehicles for the purpose of inspection work being performed pursuant to this Service Contract,
- ii) all Locations for the purpose of inspecting records and documents in the possession of the Provider in connection with the performance of such work,
- iii) any employee or agent of the Provider for the purpose of interviewing him/her/them in connection with the carrying out of all or any part of the Service,
- iv) materials and stores to ensure that such items comply with the Specification,
- v) all plant and equipment used or proposed to be used in connection with the performance of the Service for the purpose of ensuring compliance with the Specification and the relevant statutory requirements

The rights afforded by this Condition 8.2.2 shall include the right of the Client's Principal Contract Officer to travel in any vehicle or item of plant as often as deemed necessary by the Client's Principal Contract Officer.

8.2.3 The Provider shall use when required, documentation and reporting systems approved by the Client's Principal Contract Officer.

8.2.4 The Provider shall not in any circumstances use any premises or plant or equipment of the Client to perform, either on its own behalf, or on behalf of any person other than the Client, any work other than provided for in the Service Contract – without the prior consent of the principle contact officer.

8.2.5 If the Provider fails to provide the Service or any part thereof with due diligence or in a proper, skilful and workmanlike manner, or to the Service specification standards and to the entire satisfaction of the Client's Principal Contract Officer, the Client may itself provide or may employ and pay other persons to provide the Service or any part thereof and all costs incurred thereby together with an administration charge equal to 10% of the cost of such Service or part thereof may be deducted from any sums due or to become due to the Provider under the Service Contract Agreement or shall be recoverable from the Provider by the Client as a debt.

### **8.3 Provider's Employees Responsibilities:**

- 8.3.1 The Provider shall employ sufficient persons to ensure that the Service is provided at all times and in all respects to the Service specification standards.
- 8.3.2 The Provider shall employ in and about the provision of the Service and shall ensure that every person so employed is at all times properly and sufficiently trained, competent, instructed and supervised as the case may be with regard to the Service and in particular:
- 8.3.3 The provider shall ensure that all employees are eligible to work in the UK
- 8.3.4 If owing to the nature of the Service, employees of the Provider are exempt from the provisions of Section 4(2) of The Rehabilitation of Offenders Act 1974, by virtue of The Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975, then the Provider shall ensure that all employees engaged in the provision of the Service shall provide information in accordance with the said Act and Order about convictions which would otherwise be spent under the provisions of the said Act. The Provider shall disclose to the Client's Principal Contract Officer the names and addresses and sufficient information to enable proper checks to be made and as appropriate all convictions of its employees engaged in and about the provision of the Service and the Client may require such employees to be removed from provision of the Service. The written permission of the Provider's employee shall be given to the Client's Principal Contract Officer for such a proper check to be made.

### **8.4 Control of Supervision of Provider's Employees**

- 8.4.1 The Provider shall ensure that the Operational Manager for the Recycling and Refuse collection, or a competent deputy, duly authorised by the Provider to act on its behalf, is available to meet the Client's Principal Contract Officer or the Client's Principal Contract Officer's representative at all reasonable times during which the Service is provided.
- 8.4.2 The Provider shall inform the Client's Principal Contract Officer promptly of and confirm in writing, any instances of activity or omission on the part of the Client which prevent or hinder, or which may prevent or hinder the Provider from complying with the Service Contract Schedule. The provision of information under this Condition shall not in any way

release or excuse the Provider from any of its obligations under the Service Contract Schedule.

- 8.4.3 The Provider shall provide a sufficient number of supervisory employees to ensure that the Provider's employees engaged in an about the provision of the Service at the location where work is being carried out are adequately supervised and properly perform their duties to the Service Contract Schedule standard.
- 8.4.4 The Provider shall ensure that its employees wear at all times when in an about the provision of the Service such identification as may be specified by the Client. Such identification shall be provided and replaced by the Provider at its own expense.
- 8.4.5 When requested to do so any employee of the Provider shall disclose his/her identity and status as an employee of the Provider and shall not attempt to avoid so doing.
- 8.4.6 The Provider shall require its employees at all times while engaged in provision of the Service to be properly and presentably dressed in appropriate uniforms or workwear to the satisfaction of the Client. Such uniforms or workwear to be worn by the Provider's employees shall be provided, maintained and replaced as necessary by the Provider at its own expense.
- 8.4.7 In accordance with the Personal Protective Equipment at Work Regulations, where the nature or the place of any duties upon which the Provider's employees shall be engaged in the provision of the Service make the wearing of any special or protective clothing footwear and equipment necessary or appropriate, the Provider shall provide and shall require its employees to wear such clothing, equipment or footwear. Where the Client's policies, rules, procedures, or standards require any special or protective clothing equipment or footwear to be worn, the Provider shall ensure that such clothing or footwear is provided for and worn by its employees. Such special or protective clothing or footwear shall be maintained and replaced as necessary by the Provider.
- 8.4.8 The Provider shall maintain current and accurate records of the employees who are or who are to be engaged in connection with, based at, or provide the Services at each location. These records shall include employee attendances and shall differentiate between those engaged as operatives and those exercising supervision. These records

shall be open for inspection by the Client's Principal Contract Officer or his/her representative at all reasonable times, and a copy of these records shall be provided to the Client's Principal Contract Officer's representative if so requested.

8.4.9 The Provider shall maintain current and accurate records of all work carried out in the provision of the Service. These records shall be available for inspection by the Client's Principal Contract Officer at all reasonable times.

8.4.10 The Provider shall at all times be fully responsible for the payment of all income or other taxes, national insurance contributions, or levies of any kind, relating to or arising out of the employment of any person employed by the Provider and shall fully and promptly indemnify the Client in respect of any liability of the Client in respect thereof.

## 8.5 Agency Employees

8.5.1 Neither the Provider nor its employees shall in any circumstance hold itself or themselves out as being, the servant or agent of the Client, otherwise than in circumstances expressly permitted by these Conditions.

8.5.2 Neither the Provider nor its employees shall in any circumstances hold itself or themselves out as being authorised to enter into any contract on behalf of the Client, or in any other way to bind the Client to the performance, variation, release or discharge of any obligation.

8.5.3 Neither the Provider nor its employees shall in any circumstances hold itself or themselves out as having, the power to make, vary, discharge or waive any byelaw or regulation of any kind.

## 9. PAYMENTS

### Service Contract Price and Payment

9.1

[REDACTED]

9.2 Payments will be made on a monthly basis with reconciliation of the financial position undertaken as a continual process reported at the regular performance meetings throughout the year. At



year end, an agreed final position will be reached and corresponding refunds / additional payments made as necessary and agreed by the by the Client's Strategic Accountant and the Provider's Finance Director.

### **Efficiency and productivity improvements**

9.3 The Provider shall be aware of Governmental pressure to improve efficiency in public services and for Councils to continually improve service delivery to customers. Accordingly it shall be incumbent on the Client and Provider to actively seek and implement efficiency, productivity improvements and service improvements throughout the life of this Service Contract Schedule through innovation, changes in methodology and adoption of technological improvements in transport and plant.

9.4 Proposals for efficiency and/or productivity and service improvements shall be submitted by either the Provider or the Client's Principal Contract Officer as appropriate, to the regular performance meeting. The proposal shall be discussed by the two parties and where agreed evaluated by the Provider and quantified in financial terms. Both Provider and Client should act in a fashion that serves the overall interests of the services regardless of which party received most benefit.

9.5 [REDACTED]

9.6 [REDACTED]

9.7 [REDACTED]

### **10. HEALTH AND SAFETY**

10.1 The Provider shall at all times comply with the requirements of the Health and Safety at Work etc., Act 1974 and of any other Acts, Regulations or Orders, Codes of Practice guidance notes

from H.Se BS1 industry associations, Stockport Metropolitan Borough Council's Health and Safety policy and any supplementary guidance notes issued.

- 10.2 The Provider shall identify to the Client's Principal Contract Officer the position(s) in its organisation which has responsibility for health and safety matters. Whilst on premises owned or occupied by the Client, the Provider shall ensure that its employees comply with the Client/Council Health and Safety Policy and with the lawful requirements of the Client's Safety Officer. The Provider shall supply a copy of its Safety Policy prior to the commencement of this Service Contract.
- 10.3 The Provider shall ensure that all services provided by them under this contract have had a risk assessment undertaken and that such risk assessments shall be reviewed at least annually

## **11. EUROPEAN STANDARDS**

- 11.1 When an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institution is current, all goods used or supplied and all workmanship shall, as a minimum requirement, be in accordance with that Standard, without prejudice to any higher standard required by the Service Contract Schedule, provided always that any requirement to comply with a "British Standard Specification" or "British Standard Code of Practice issued by the British Standards Institute" shall be construed unless otherwise stated in these conditions and wherever the terms may be used in the Service Contract Schedule documents as being satisfied by compliance with any equivalent relevant national or governmental standard of a Member State of the European Community provided that such standard offers guarantees of safety, suitability and fitness for purpose to the level of the stated standard.

## **12. OBSERVANCE OF STATUTORY REQUIREMENTS**

The Provider and its employees shall comply with all statutory and other provisions to be observed and performed in connection with the Services and shall indemnify the Client against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Provider of this Agreement.

## **13. GRATUITIES**

The Provider shall not, whether itself, or by any person employed by him/her to provide the Services, solicit any gratuity, tip or any other form of money taking or reward, collection, or

charge for any part of the Services other than charges properly approved by the Client in accordance with the provisions of the Service Contract.

### **13.1 Lost Property**

13.1.1 Should the Provider during the course of the provision of the Service find any personal property which has apparently been lost by its owner, such property shall be handed in to the principle client officer.

## **14 WAIVER**

14.1 Failure by the Client at any time to enforce the provisions of this Service Contract Schedule or to require performance by the Provider to any of the provisions of the Service specifications shall not be construed as a waiver of any such provision and shall not affect the validity of the Service Contract Schedule or any part thereof or the right of the Client to enforce any provision in accordance with its terms.

## **15. SEVERANCE**

15.1 If any provision of the Service Contract Schedule shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.

## **16 NORMAL WORKING HOURS**

16.1 Normal working days and permitted operating hours are detailed in the service specifications in the relevant annex for each service.

16.2 The Client's Principal Contract Officer is empowered to waive any of the above restrictions at his/her discretion in agreement with the Provider.

16.3 The Provider shall ensure that contact can be made by the Client's Principal Contract Officer with a person in a management position for the Service Contract at all reasonable times.

## **17. LIABILITY FOR DEFECTS**

17.1 The Provider shall be responsible for making good any defects or damage which may occur as a result of its operations which arise from:

- defective materials supplied by the Provider, workmanship or design (other than materials furnished or specified by the Client's Principal Contract Officer), or
- any act or omission of the Provider done or omitted during the Service Contract Schedule Period.

17.2 Without prejudice to any other of its rights, the Client may proceed to remedy any such sum defects of damages as aforesaid if the Provider shall have omitted to do so within a time determined by the Client's Principal Contract Officer, and the Provider shall be liable to the Client for all expenses of the Client in so doing.

17.3 The Provider shall maintain records of any injury to persons or damage caused to property during the provision of the Service. Such records shall be available for inspection and summarised at monthly liason meetings.

17.4 The Provider shall be responsible for informing the property owner or occupier of the premises of the damage. This shall initially be in person and shall take place on the same day as the incident and shall be confirmed in writing within 3 working days. Where personal contact is not possible the Provider shall inform the occupier/ owner in writing within 1 working day of the incident.

17.5 Where appropriate the Provider shall attempt to resolve the matter with the property occupier / owner but in any event shall indemnify the Client against all claims for damage to private property and loss and the unauthorised removal of property occurring during the provision of the service. Where the Provider is unable to identify the owner then full details of the incident shall be recorded and retained and made available for inspection by the Client as required.

## 18. **OPERATIONAL REQUIREMENTS**

18.1 It shall be the duty of the Provider to provide the Service in accordance with the Service Specifications in a continually efficient, effective and safe manner to the reasonable satisfaction of the Client's Principal Contract Officer and in such manner as shall promote and enhance the image and reputation of the Client.

18.2 The Provider shall when dealing with members and officers of the Client and members of the public act in a courteous and efficient manner.

18.3 The Provider shall throughout the Service Contract period institute and maintain a properly documented system of quality control designed to ensure that the Service is provided at all times and in all respects in accordance with the Service Contract Schedule.

- such a system shall include daily supervision and the carrying out of frequent inspections both during the carrying out of the work and after its completion, and
- complaints received in connection with the provision to provide the Service, whether received orally or in writing, and of the action taken by the Provider in respect of each such complaint which should be resolved to the satisfaction of the Client's Principal Contract Officer, with records maintained.

18.4 The Client's Principal Contract Officer shall have the right at any reasonable time to interview any member of the Provider's staff in connection with the carrying out of any part or all of the Service

18.5 The Client's Principal Contract Officer shall also be entitled to request any information relating to the carrying out of the Services and such information shall be supplied by the Provider within the timescale requested by the Client's Principal Contract Officer, provided that the timescale is reasonable to the request.

18.6 The Provider shall at all times during the Service Contract period allow such persons as may be nominated by the Client's Principal Contract Officer access to all locations, vehicles and items of plant for the purpose of inspecting:

- work being performed pursuant to the Service Contract Schedule
- records and documents in the possession of the Provider in connection with the performance of such work
- materials in order to ensure that such items comply with the Specification

18.7 The Provider shall deal with any complaint received whether orally or in writing in a prompt, courteous and efficient manner. Any unresolved complaint will be investigated by the Client's Principal Contract Officer.

18.8 If the provider is unable to undertake collections due to inclement weather or should conditions be such as to make collections impossible then, with the agreement of the client officer, may suspend part or all services. Collections will be recovered as agreed with the client.

18.9 Following of a suspension of collections the Client may require the Provider to recommence the Service as soon as practicable and the Provider shall reschedule work to collect any backlog as directed by the Client.

## 19. **Rectifications**

19.1 It is the Client's intention to encourage good performance and to safeguard its interests against the risk of poor or non-provision of the Service.

19.2 Where it comes to the attention of the Client's Principal Contract Officer other than at a routine monitoring inspection that the Provider has failed to deliver the service in its entirety in accordance with the timescales and standards in the Specification the Authorised Officer may without prejudice to any other right contained in this Service Contract Schedule require the Provider to revisit the location and to remedy the service failure at no cost to the Client.

## 20. **ATTENDANCE AT COMMITTEE/SUB COMMITTEE MEETINGS**

20.1 The Provider will be required to attend appropriate Executive meetings, Committees and Panels of the Client as determined by the Client's Principal Contract Officer to report upon and answer questions on the delivery of the services under this Service Contract Schedule.

## 21. **OMBUDSMAN**

21.1 The Local Government Ombudsman ("the Ombudsman) has power to investigate complaints about actions taken by or on behalf of local authorities and this includes the power to compel witnesses to attend interviews and to produce documents.

21.2 If the Ombudsman should make any enquiry to raise any issues in relation to any aspects of the service being delivered under this Service Contract Schedule, the Provider shall co-operate fully with all requests of the Ombudsman and/or the Client's Principal Contract Officer and shall make appropriate staff with relevant documentation available to be interviewed at all reasonable times and to attend any meetings or hearings required in this regard by either the Ombudsman or the Client's Principal Contract Officer.

21.3 If any finding or maladministration or injustice is made by the Ombudsman resulting from any act, default or omission of the Provider then the Provider shall indemnify the Client against any payments which it might make, at its discretion, to a complainant by way of a remedy for the maladministration or injustice and the same shall be debt due from the Provider to the Client and may be deducted from sums otherwise due to the Provider in accordance with the Service Contract Schedule conditions.

The liability to any payments for maladministration or injustice as indicated in section 21.3 shall be the responsibility of the Client if acts leading to such payment were as a result of the requirements of the service specifications or acts directed by the Client

#### 21.3.1 Complaints

The Provider shall adopt the Council's Complaints Procedure.

21.3.2 The Client's Principal Contract Officer, under any rights of appeal detailed in this Service Contract will need to be satisfied that the complaints procedure has been followed prior to being asked to adjudicate on any complaint.

The Provider in accordance with the procedure identified in Para 7.1b of this Specification shall create and maintain fully documented records of any complaint made and produce this to the Client's Principal Contract Officer on request.

## 22. **SERVICE LEVEL VARIATIONS**

22.1 The Provider shall note that the number and type of facilities to which service is required under this contract may vary during the period of the Service Contract Schedule for a variety of reasons.

22.2 The Provider shall be required to absorb any changes of route due to roadworks, road closures, pedestrian orders, traffic calming and other disturbances, whether temporary or permanent, and to amend routes accordingly.

## 23. **CIVIL EMERGENCIES AND CO-OPERATION WITH EMERGENCY SERVICES**

23.1 The Provider shall in the event of a civil emergency as identified by the Client's Principal Contract Officer make available the services of all employees, plant and equipment to assist the Council. In such cases direction of employees will be by the Council's officer nominated to

handle the emergency or an appointed deputy. Any demonstrable additional costs in complying with the above will be agreed and reimbursed by the Client.

- 23.2 The Provider shall co-operate with the emergency services (Police, Fire and Ambulance) when required. Where any additional expenditure is likely to be incurred the approval of the Client's Principal Contract Officer shall be obtained prior to co-operation being agreed. Any additional costs in complying with this clause will be paid for by the Client.

## 24. **TRAFFIC SENSITIVE ROUTES/ZONES**

- 24.1 The Provider shall note that certain highways have been designated by the Councils Network Management Team as Traffic Sensitive Routes and are detailed in the GIS Map of the Traffic Sensitive Roads via:

Z:\GIS\Key\_GIS\Infrastructure\workspaces and use Traffic\_Sensitive\_Roads workspace

- 24.2 On such routes the Provider shall not during the following hours:

07.00 to 09.30 Monday to Sunday

15.30 to 18.30 Monday to Sunday

without the approval of the Client's Principal Contract Officer provide any work which may result in causing an obstruction on the carriageway in connection with the provision of the Services included in this contract.

- 24.3 The Provider shall note that the Council may during the life of the Service Contract Schedule amend the traffic sensitive routes so defined in 24.1

- 24.4 Collections from schools and from roads with school entrances on shall be avoided between 8:30 to 9:15 and 14:45 to 15:45 during term times.

## 25. **SERVICE DEVELOPMENT**

### 25.1 **Policy Advice**

25.1.1 The Provider shall note that they will be required to work with the Client's Principal Contract Officer in the development of the Services and the introduction of new / alternative methods of working.

25.1.2 The Provider is encouraged to put forward proposals for improving the delivery of services provided for in this Specification.



## 25.2 Changes to Service

25.2.1

## 25.3 Efficiency and productivity improvements

25.3.1 The Provider shall be aware of Governmental pressure to improve efficiency in public services and to for Councils to continually improve service delivery to customers. Accordingly it shall be incumbent on the Council and Provider to actively seek and implement efficiency, productivity improvements and service improvements throughout the life of this Service Contract Schedule through innovation, changes in methodology and adoption of technological improvements in transport and plant.

25.2.2 Proposals for efficiency and/or productivity and service improvements shall be submitted by either the Provider or the Client's Principal Contract Officer as appropriate. The proposal shall be discussed by the two parties and where agreed evaluated by the Provider and quantified in financial terms. After evaluation if the scheme is agreed by both parties it shall be implemented.