

REVIEW OF SSK SERVICE OPERATING SPECIFICATIONS

Report of the Corporate Director for Place Management & Regeneration

1. INTRODUCTION AND PURPOSE OF REPORT

- 1.1 This report provides Environment and Economy Scrutiny Committee with the opportunity to review and comment on the various Service Operating Specifications (SOS's) detailing Solutions SK Ltd. (SSK) delivery of services on behalf of the Council.

2. BACKGROUND

- 2.1 Public Realm and Property frontline operational services are provided by SSK the Council's wholly owned company.
- 2.2 The Council's total annual expenditure with SSK exceeds £21m
- 2.3 The Council's existing contractual arrangements with SSK expire on 31st March 2017.
- 2.4 A report to the Council's Executive on 7th February 2017 agreed that the Council will enter into revised contractual arrangements with SSK for a 7 year period, commencing 1st April 2017 with an option to extend for a further period of 3 years. A copy of this document is attached in appendix A for information.
- 2.5 On the 7th February 2017 the Council's Executive Committee resolved that the individual SOS's are reviewed by this committee prior to their approval by the Corporate Director for Place Management in consultation with Executive Councillor (Communities and Housing).

3. SERVICE OPERATING SPECIFICATIONS

- 3.1 It is the Council's intention to maximise the volume of work commissioned via SSK hence for the duration of this agreement, SSK shall have the sole and exclusive right to perform the following **Exclusive** services.
- a/ Refuse and Recycling
 - b/ Street care
 - c/ Parks and Greenspace
 - d/ Highways Reactive
 - e/ Winter Maintenance
- 3.2 Non-exclusive services (which includes Highways Capital/Planned work) will be offered to SSK on a **First Refusal** basis providing a series of conditions are met, namely compliance with the service standards, performance indicators & targets specified and a schedule of rates has been agreed with the Council.

- 3.3 For **Other Services**, (including Building Cleaning, Security & CCTV) the Council's intention is to maximise services delivered by SSK. Alternative supply chain may be engaged where SSK do not have the capacity or capability to deliver.
- 3.4 The service operating specifications have been jointly developed by SSK and SMBC operational managers and capture all work currently undertaken. This collaborative process will continue throughout the duration of this agreement
- 3.5 The service operating specifications listed below are in Appendix B - H for review by Environment and Economy Scrutiny.
- B/ Waste and Recycling
 - C/ Greenspace inc. Arboriculture & Playground Maintenance
 - D/ Streetcare inc. Ground Maintenance & Street Cleansing
 - E/ Commercial Waste Collections *from Council Buildings* (Commercial Trade Waste & Skips)
 - F/ Building Cleaning Services
 - G/ Security inc. Security Control Room Services, Mobile Patrol Services, Static Guarding Services, Fire Alarm Services, Intruder Alarm Services
 - H/ Fleet and Vehicle Services

- 3.6 The Following Service Operating specifications are being developed and will be presented to Environment and Economy Scrutiny at the earliest opportunity.
- a/ Highways Reactive
 - b/ Winter Maintenance
 - c/ Highways Planned

4. RECOMMENDATIONS TO THE ENVIRONMENT AND ECONOMY SCUTINY COMMITTEE

- 4.1 The Environment and Economy Scrutiny Committee is invited to review and comment on the Service Operating Specifications as appending in Annex B

BACKGROUND PAPERS

Executive Report of the 7th February 2017

Anyone wishing to inspect the above background papers or requiring further information should contact Ian O'Donnell on Tel: 0161-474-4175 or by email on ian.odonnell@stockport.gov.uk

ANNEX A

DRAFT – SUBJECT TO CONTRACT



2017

- (1) **STOCKPORT METROPOLITAN BOROUGH COUNCIL**
- and**
- (2) **SOLUTIONS SK LIMITED**

DRAFT AGREEMENT FOR THE PROVISION OF SERVICES
[AMENDED VERSION FOLLOWING MEETING OF 13.12.2016]

DWF LLP
1 Scott Place
2 Hardman Street
Manchester M3 3AA

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THIS AGREEMENT is dated

2016

BETWEEN

SOLUTIONS SK LIMITED, a company incorporated and registered in England and Wales with company number 05844684 whose registered office is at Enterprise House, Oakhurst Drive, Off Bird Hall Lane, Cheadle Heath, Stockport, Cheshire, SK3 0XT (the "**SSK**");

STOCKPORT METROPOLITAN BOROUGH COUNCIL, of Town Hall, Edward Street, Stockport, SK1 3XE (the "**Council**");

BACKGROUND

SSK is a company which is wholly-owned by the Council. Pursuant to Regulation 12 of the PCR 2015, the Council may commission services directly from SSK without being required to undertake individual procurement exercises.

The Council has received services comparable to those covered by this agreement pursuant to a separate agreement between the Council and SSK dated 1 November 2006, which expires on 31 March 2017 (the "**2006 Agreement**").

The Council and SSK intend to enter into this agreement to structure the provision of the Services for an initial period of seven years from the Commencement Date, with an option for the Council to extend the term of the agreement for a further three years.

The main body of this agreement contains general, overarching terms which apply to the relationship between the Council and SSK in the provision of the Services. The agreement does not purport to include any terms concerning:

- a. the governance of SSK by the Council; or
- b. the purchase of support services from the Council by SSK.

The Services provided by SSK are detailed at Schedule 2 (Service Operating Specifications) and are grouped into three separate parts:

- c. Part 1 - Highways, Street Lighting and Signage;
- d. Part 2 - Public Realm; and
- e. Part 3 - Property Services.

Under each of these three parts are various service categories. The particulars of each service category, including the different services being delivered by SSK and the applicable rates and fees, are detailed in the Service Operative Specifications at Schedule 2.

Schedule 1 (Special Conditions) contains service-specific provisions which relate to the services set out in Parts 1, 2 and 3 of Schedule 2 (Service Operating Specifications).

TERMS AGREED

1. Definitions and interpretation

1.1 In this agreement the following terms have the following meanings:

"ADR notice"	has the meaning given in clause Error! Reference source not found. (Dispute resolution);
"Affected Party"	has the meaning given in clause 27 (Force majeure);
"Applicable Law"	in England, any and all applicable laws, regulations and industry standards or guidance (including any applicable British Standard) and any applicable and binding judgment of a relevant court of law;
"Business Day"	a day other than a Saturday, Sunday or public holiday in England;
"Change"	any change, amendment or variation to this agreement;
"Change Control Procedure"	the change control procedure set out in schedule Error! Reference source not found. (Change control);
"Charges"	the charges for the Services payable in accordance with clause Error! Reference source not found. (Charges);
"Commencement Date"	1 April 2017;
"Confidential Information"	has the meaning given in clause Error! Reference source not found. (Confidentiality);
"Council IT Systems"	the IT systems used by the Council from time to time;
"Council Materials"	all materials, equipment and tools, drawings, specifications and data supplied or made available by the Council to SSK;
"Council Policies"	the Council's policies (if any) in force from time to time, copies of the current versions of which, as at the date of this agreement, are attached at Appendix 1, or referred to in a Service Operating Specification;
"Council Premises"	the premises from which the Council operates from time to time;

"Council's Representatives"	the individuals appointed by the Council from time to time in accordance with clause Error! Reference source not found. (Joint Liaison Board and reporting) who shall serve as SSK's primary contacts for the Council's activities under this agreement;
"Council's Project Manager"	the Council's Representative appointed as Project Manager in accordance with clause Error! Reference source not found. (Joint Liaison Board and reporting);
"Dispute"	has the meaning given in clause Error! Reference source not found. (Dispute resolution);
"Dispute Notice"	has the meaning given in clause Error! Reference source not found. (Dispute resolution);
"Force Majeure Event"	any event beyond the reasonable control of a party which that party is unable reasonably to prevent or avoid;
"Good Industry Practice"	the use of standards, practices, methods and procedures conforming to Applicable Law and the exercise of that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the provision of similar services to an entity of a similar size and nature as the Council under the same or similar circumstances; and the use of standards, practices, methods and procedures conforming to Applicable Law and the exercise of that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the commissioning of similar services from a contracted entity of a similar size to SSK under the same or similar circumstances;

"Intellectual Property Rights"	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, such rights;
"Joint Liaison Board"	the body which constitutes representatives from the Council and SSK as detailed in clause 7 (Joint Liaison Board and monitoring);
"LGPS Employee"	an employee who is a member of the Local Government Pension Scheme;
"PCR 2015"	the Public Contracts Regulations 2015;
"Relevant Employees"	all those employees subject to a Relevant Transfer on a Relevant Transfer Date;
"Relevant Provider"	any third party appointed by the Council from time to time to provide any services which are substantially similar to any of the Services, or received in substitution for any of the Services, following the expiry, termination or partial termination of this agreement whether those services are provided by the Council internally and/or by any third party;
"Relevant Transfer"	a transfer to which TUPE applies;
"Relevant Transfer Date"	a date on which the provision of the Services changes;
"Services"	the services specified the Service Operating Specifications at schedule 2;

"Social Value"	a process whereby organisations meet their needs in a way which achieves value for money on a whole like basis in terms of generating benefits not only to the organisation but also to society and the economy, whilst minimising damage to the environment and which meets the Council's Social Value Objectives which are contained in Appendix 1 (Council's Policies and Documents);
"SSK Personnel"	the personnel engaged by SSK in the provision of the Services;
"SSK's Manager"	Project SSK's Representative appointed as Project Manager in accordance with clause Error! Reference source not found. (Joint Liaison Board and monitoring);
"SSK's Representatives"	the individuals appointed by SSK from time to time who shall serve as the Council's primary contacts for the Council's activities under this agreement;
"TUPE"	the Transfer of Undertakings (Protection of Employment) Regulations 2006;

“TUPE Information”

means all information in respect of the employees assigned to the provision of the Services under this agreement whether employed by SSK or otherwise which the Council and/or a prospective tenderer and/or a Replacement Provider may reasonably require including but not limited to:

- (a) salaries, bonuses, overtime pay, holiday pay, sick pay and other benefits;
- (b) dates of birth;
- (c) details of continuous service;
- (d) hours of work;
- (e) individual terms and conditions of employment;
- (f) details of collective arrangements or other arrangements or understandings with any trade union, staff body or other representative body of such employees;
- (g) grievance records;
- (h) disciplinary and performance management records;
- (i) details of on-going disciplinary or grievance matters;
- (j) policies or other agreements or arrangements or understandings in respect of each of them and any variations agreed thereto;
- (k) absence records;
- (l) details of any enhanced or contractual redundancy entitlements; and
- (m) any other materially relevant information (including details of the hardware, software and other equipment required to perform) relating to the provision of the Services;

“VAT”

value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax; and

"Year" a period of 12 months from and including the Commencement Date or an anniversary of the Commencement Date provided that, where this agreement is terminated part way through such a 12 month period, a reference to a Year shall include the period from the end of the last Year completed until the date of termination.

1.2 References to **"clauses"**, and **"schedules"** are to the clauses, and schedules of this agreement and references to paragraphs are to paragraphs of the relevant schedule. Clause, schedule and paragraph headings shall not affect the interpretation of this agreement. The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to **"this agreement"** includes the schedules.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a **"company"** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and vice versa. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 A reference to a statute or statutory provision or to Applicable Law:

1.5.1 shall include all subordinate legislation made from time to time under the same; and

1.5.2 is a reference to the same as amended, extended, superseded or consolidated from time to time.

1.6 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.7 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 generality of the related general words.

2. **Commencement and duration**

2.1 SSK shall provide the Services to the Council on the terms and conditions of this agreement and in accordance with the Service Operating Specifications in Schedule 2.

2.2 SSK shall provide the Services to the Council from the Commencement Date until 31 March 2024, unless this agreement is terminated in accordance with clause 24 (Termination).

2.3 The Council may, at its absolute discretion, extend the term of the agreement by a subsequent three year period to 31 March 2027.

- 2.4 If the Council exercises its right to extend the agreement, SSK shall provide the Services to the Council for the duration of the extension of the agreement.
- 2.5 The Council shall give SSK 12 months' notice of its intention to extend the agreement prior to the extension.

3. **SSK's obligations**

SSK agrees that it shall, in providing the Services:

- 3.1 co-operate with the Council in all matters relating to the Services and comply with all the Council's reasonable instructions;
- 3.2 perform the Services with reasonable care, skill and diligence in accordance with Good Industry Practice and all Applicable Law;
- 3.3 perform the Services in accordance with the relevant Service Operating Specifications contained at Schedule 2;
- 3.4 ensure that SSK Personnel are suitably skilled, experienced and qualified to perform tasks assigned to them, to ensure that SSK performs its obligations in accordance with this agreement;
- 3.5 ensure that SSK Personnel which may have contact with either children or vulnerable adults are suitably trained in relation to the Council's safeguarding guidelines (as amended from time-to-time) which will be made available to SSK on request;
- 3.6 observe and procure that SSK Personnel observe all health and safety rules and regulations, safeguarding guidelines and any other security requirements that apply at any of the Council Premises; and
- 3.7 keep and maintain all Council Materials in safe custody at its own risk, maintain the Council Materials in good condition until returned to the Council and not dispose of or use the Council Materials other than in accordance with the Council's written instructions or authorisation.

Health and safety

- 3.8 In providing the Services, SSK shall comply with all Applicable Law regarding health and safety compliance and shall notify the Council as soon as practicable of any health and safety incidents or material health and safety hazards of which SSK becomes aware and which relate or arise in connection with the performance of the Services.

Business continuity plan

- 3.9 SSK shall produce and maintain a business continuity plan which describes the processes and procedures which SSK will implement to deal with events which make the continuance of normal business very difficult.

- 3.10 SSK shall ensure that the processes and procedures in the business continuity plan are sufficient to minimise the adverse impact of the event so that business-critical functions can be maintained or quickly resumed.
- 3.11 SSK shall, on the Council's request, share the business continuity plan with the Council.
- 3.12 SSK shall test the suitability of the business continuity plan annually and, following such annual tests, incorporate any amendments or improvements into the business continuity plan to improve its robustness.

4. **Personnel**

- 4.1 In the event that the Council notifies SSK that SSK Personnel or any sub-contractors of SSK have breached clause 3.6, SSK shall use all reasonable endeavours to provide replacement personnel as soon as possible. If SSK fails to provide a replacement acceptable to the Council (acting reasonably) within 10 Business Days of the Council's notice, the Council shall be entitled to terminate this agreement with immediate effect.
- 4.2 In the event that any member of SSK Personnel is permanently or temporarily substituted, SSK shall ensure that any replacement is of equivalent qualification and experience to the member of Supplier Personnel he or she replaces and any work (including training, consultation and reference to documentation) to facilitate the handover to the replacement personnel shall be carried out diligently, efficiently, without delay to the provision of the Services and at the sole expense of SSK.

5. **Exclusivity**

- 5.1 Subject to clause 9 (Remedies) and SSK's compliance with clause 3, for the duration of the term of this agreement, SSK shall (subject to any terms of this agreement expressing any contrary intention) have the sole and exclusive right to perform the services set out in Section A of each Part of Schedule 2 ("**Exclusive Services**").
- 5.2 For the services detailed in Section B of each Part of Schedule 2, SSK shall, subject to compliance with the following conditions, have a right of first refusal ("**First Refusal Services**") to perform the services:
 - 5.2.1 SSK confirms that the First Refusal Services will not be sub-contracted unless agreed by the Council;
 - 5.2.2 SSK has, and will continue to perform the First Refusal Services in compliance with the service standards, performance indicators and targets specified in the relevant Service Operating Specification; and
 - 5.2.3 a schedule of rates has been agreed in relation to the First Refusal Services.
- 5.3 If SSK is unable to satisfy the conditions in clause 5.2, the Council shall commission the particular First Refusal Services from a third party.

- 5.4 For the services detailed in Section C of each Part of Schedule 2, the Council's intention is to maximise commissioning from SSK, as set out in the relevant Service Operating Specifications.
- 5.5 Notwithstanding clauses 5.1, 5.2 or 5.4, nothing in this agreement shall oblige the Council to do or omit to do anything which:
- 5.5.1 is incompatible with the lawful exercise of its powers;
 - 5.5.2 is incompatible with the lawful discharge of its functions;
 - 5.5.3 divests it of its statutory powers; or
 - 5.5.4 obliges it not to exercise its powers
- and in every instance where there is an inconsistency or conflict between the Council's statutory functions (whether powers or duties) and the provisions of this agreement, the Council shall not be obliged to comply with the terms of this agreement.
- 5.6 In the event that SSK materially or persistently breaches its obligations in clause 3 which relate to the Services, the Council shall have the option to remove the exclusivity rights in this clause 5.

6. **Council's obligations**

- 6.1 The Council will commission the Services from SSK on the terms and conditions of this agreement and as specified in the relevant Service Operating Specifications contained at Schedule 2.
- 6.2 The Council shall provide SSK with all necessary co-operation and resources reasonably required in relation to this agreement.
- 6.3 The Council agrees to commission the Services with reasonable care, skill and diligence in accordance with Good Industry Practice and all Applicable Law.
- 6.4 The Council will agree to reasonable requests to provide SSK with all the necessary information and access to Council Materials, security access information and software interfaces to the Council's other business applications and computer systems to enable SSK to deliver the Services effectively and efficiently, except where such access is demonstrably a breach of Applicable law, or clause 5.2 above.
- 6.5 Subject to the Council's prior agreement, and receipt of advance notice from SSK, the Council agrees to provide SSK with personnel assistance, including the Council's Project Manager and the Council's Representatives, from time to time as required in order to perform the Services.
- 6.6 The Council agrees to encourage third parties (such as its agents) to commission services outside the scope of the Services covered by this agreement from SSK.
- 6.7 The Council shall provide SSK with purchase order numbers as soon as practicable when commissioning services from SSK under this agreement, in order for SSK to comply with its obligations set out in clause 11.3.

6.8 The Council shall provide facilities which enable SSK to perform the Services.

7. Joint Liaison Board, monitoring, reporting and value for money benchmarking

7.1 The Council's Director of Place and SSK's Managing Director shall be the representatives which deal with the management of this agreement. These representatives shall constitute the Joint Liaison Board, which shall be the key decision-making point of contact between the parties.

7.2 Representatives of the Joint Liaison Board shall co-operative with each other in relation to delivery of the Services.

7.3 Each party may change the identity of any of its representatives at any time and each representative may appoint a suitable deputy or alternate to perform some or all of the representative's functions in his absence. Each party shall use reasonable endeavours to procure the continuity of its representatives.

7.4 Each party shall appoint a project manager, or project managers, who shall:

7.4.1 provide prompt and professional liaison with the other party;

7.4.2 have the necessary expertise and authority to commit the relevant party; and

7.4.3 be a member of the Joint Liaison Board.

7.5 SSK shall, within one month of each quarter end, provide the Council with a quarterly executive report detailing (in writing) the progress of the delivery of the Services, including:

7.5.1 a summary of such progress measured against each Service Operating Specification in Schedule 2, including an evaluation as to the level of performance of the Services and the related budget, costs and fees, and the level of commissioning by the Council;

7.5.2 details of any deviations from a Service Operating Specification which are known to or anticipated by SSK, or have been communicated to SSK by the Council (pursuant to clause 7.6);

7.5.3 an indication of the possible effects of any known or anticipated deviation;

7.5.4 a plan detailing the steps that will be taken by SSK to alleviate and remediate the possible effects of any deviation from a Service Operating Specification;

7.5.5 details of any technical or operational improvements to the Services of which SSK becomes aware; and

7.5.6 details of such measures as have been introduced to deliver efficiencies (whether providing direct cost savings or otherwise) in the delivery of the Services.

7.6 The Council shall, within one month of each quarter end, provide SSK with details of any deviations from a Service Operating Specification for inclusion in SSK's quarterly executive reports detailed in clause 7.5.

- 7.7 SSK shall maintain complete and accurate records of the time spent and materials used by SSK in providing the Services in addition to the relevant prices and rates and allow the Council to inspect and take copies of such records at reasonable times on request.
- 7.8 The Joint Liaison Board shall meet at least quarterly to discuss the reports submitted by SSK pursuant to clause 7.5 and any other matters related to this agreement including past and future performance, potential efficiencies and economics and the parties' strategic objectives.
- 7.9 By reference to each relevant Service Operating Specification, the Joint Liaison Board shall agree a remediation plan and steps to be taken in relation to each deviation from a Service Operating Specification identified pursuant to clauses 7.5 and 7.6.
- 7.10 The Council shall chair meetings of the Joint Liaison Board.
- 7.11 The Joint Liaison Board shall provide an agenda for and minutes of such meetings.
- 7.12 Reports and records prepared by SSK pursuant to this agreement shall be retained by both parties for at least three years following termination of this agreement.
- 7.13 In order to ensure the Services are delivered in an efficient and cost-effective manner, the Joint Liaison Board shall also meet regularly to discuss value for money in relation to the Services (which may, amongst other considerations, include external benchmarking).
- 7.14 The parties shall agree any action points which follow the value for money meetings described in clause 7.13.

8. **Access and security**

- 8.1 Upon reasonable notice and subject to the remainder of this clause **Error! Reference source not found.** (Access and security), the Council shall provide SSK and SSK Personnel with access to such Council IT Systems and Council Premises as may be required for the purpose of providing the Services.
- 8.2 SSK shall and shall procure that SSK Personnel in attendance at Council Premises shall at all times observe and comply with all relevant Council Policies together with any further reasonable instructions or warnings given by the Council orally or in writing from time to time.
- 8.3 SSK shall and shall procure that all of its personnel requiring access to Council IT Systems shall at all times comply with the Council's reasonable instructions and warnings given by the Council orally or in writing from time to time.
- 8.4 The Council's Director of Place (or a representative authorised by the Council's Director of Place) reserves the right to refuse to admit and/or permit access to and/or remove from Council Premises and/or Council IT Systems any member of SSK Personnel who fails to comply with clauses 8.2 of 8.3.

- 8.5 SSK shall continually monitor compliance with such policies and procedures and the other provisions of this clause **Error! Reference source not found.** and shall promptly implement corrective measures where non-compliance is discovered or suspected.
- 8.6 The Council reserves the right to suspend and/or revoke SSK's right to access the Council IT Systems at any time if SSK is, or the Council reasonably suspects that SSK is, in breach of this agreement or has otherwise jeopardised the security of the whole or any part of the Council IT Systems.

9. Remedies

- 9.1 If SSK fails to perform any of the Services in accordance with a Service Operating Specification, the Service Operating Specification shall set out the relevant remedy in relation to a Service.
- 9.2 If a Service Operating Specification does not set out a remedy for a failure to perform the Services in accordance with the Service Operating Specification, the parties shall agree the categorisation of the breach as follows:
- 9.2.1 Status Level 1 – a breach which must be remedied within 15 Business Days;
 - 9.2.2 Status Level 2 – a breach which must be remedied within 5 Business Days; and
 - 9.2.3 Status Level 3 – a breach which must be remedied immediately.
- 9.3 If the parties cannot agree the categorisation of a breach within 3 Business Days of the breach arising, the dispute resolution procedure in clause 28 shall be followed.
- 9.4 Once a breach of the agreement is categorised, the Council may, without limiting any of its other rights or remedies:
- 9.4.1 require SSK at its own cost to:
 - 9.4.1.1 re-perform the Services and/or
 - 9.4.1.2 remedy any deficiency or non-compliance in the Services as soon as possible and in any event within 10 Business Days;
 - 9.4.2 refuse to accept any subsequent performance of the Services which SSK attempts to make;
 - 9.4.3 recover from SSK any costs incurred by the Council in obtaining substitute services from a third party;
 - 9.4.4 where the Council has paid in advance for Services that have not been provided by SSK in accordance with this agreement to require SSK to refund the Charges relating to such Services on demand; or

9.4.5 claim damages for any other costs, loss or expenses incurred by the Council which are in any way attributable to SSK's failure to perform the Services in accordance with this agreement and the relevant Service Operating Specification by the relevant date(s).

10. Annual Budget Process

10.1 Both parties agree to undertake an annual budget process, which aims to improve efficiencies and reduce costs to the Council, which shall operate as follows:

10.1.1 the Council shall communicate to SSK:

10.1.1.1 its budget for purchase of the Services for the proceeding Year of the agreement; and

10.1.1.2 any suggestions to SSK as to how Services should be delivered for the proceeding Year of the agreement;

10.1.2 based on the cost of provision of the Services for the present Year of the agreement (as set out in the Service Operating Specifications) as a benchmark, SSK shall prepare a report for the Council which details SSK's proposals for delivering the Services for the proceeding Year of the agreement;

10.1.3 SSK's report shall detail proposals for changes to be made to the Services including, without limitation:

10.1.3.1 any increase or reduction in volume for the Services;

10.1.3.2 any amendments to the standard and performance of the Services;

10.1.3.3 any efficiencies SSK will achieve in future performance of the Services; and

10.1.3.4 any amendments to the cost for the Services which are required due to the changes proposed by SSK;

10.1.4 on completion of the report, the parties shall meet to consider SSK's proposals set out in the report;

10.1.5 if the Council approves the proposals made by SSK, the annual budget for the proceeding Year shall be agreed and the Service Operating Specifications at Schedule 2 shall be varied (as appropriate) by the parties;

10.1.6 if, however, the Council does not approve any proposals made by SSK, it shall communicate further suggestions or proposals to SSK, and SSK shall make subsequent proposals to the Council (taking into account the Council's suggestions or proposals);

10.1.7 if the Council approves the subsequent proposals made by SSK, the annual budget for the proceeding Year shall be agreed and the Service Operating Specifications at Schedule 2 shall be varied (as appropriate) by the parties; and

- 10.1.8 if the Council does not approve the subsequent proposals made by SSK, the dispute resolution procedure in clause 28 shall be followed by the parties.
- 10.2 Both parties shall work in a transparent manner in relation to the annual budget process to drive efficiencies and maximise savings in relation to the provision of the Services.
- 10.3 Once the annual budget for the proceeding Year of the agreement is agreed by the parties, each party shall ensure that the annual budget is reflected in its respective financial plan.

11. Charges

- 11.1 In consideration of SSK's provision of the Services in accordance with this agreement the Council shall pay the Charges in accordance with this clause **Error! Reference source not found.**1 and the relevant Service Operating Specifications at Schedule 2.
- 11.2 The Charges:
 - 11.2.1 exclude amounts in respect of VAT, which the Council shall additionally be liable to pay to SSK at the prevailing rate; and
 - 11.2.2 include all taxes and duties other than VAT incurred (directly or indirectly) by SSK in connection with the performance of the Services.
- 11.3 SSK shall submit invoices at the intervals set out in the relevant Service Operating Specifications. SSK shall ensure that each invoice specifies the relevant Council contract number, purchase order number and contact and SSK's VAT registration number and shall contain any additional information provided for in this agreement. Any invoice which does not comply with these requirements shall be deemed to have been incorrectly submitted and shall not be payable.
- 11.4 The Council shall pay correctly submitted invoices in respect of Services that comply with this agreement within 15 days of the invoice date (providing the Council receives such invoice within 1 day of the invoice date), or as otherwise specified in a Service Operating Specification.
- 11.5 If the Council disputes the whole or any part of an invoice, it may withhold payment provided that it gives notice in writing to SSK of any intention to withhold payment, specifying the amount to be withheld and the grounds for withholding payment. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. SSK shall provide all such evidence as may be reasonably necessary to verify the disputed invoice. If the parties have not resolved the dispute within 30 days of the Council giving notice to SSK, the dispute shall be resolved in accordance with clause **Error! Reference source not found.** (Dispute resolution). Where only part of an invoice is disputed, the Council shall pay the undisputed amount on the due date as set out in clause **Error! Reference source not found.**.
- 11.6 SSK shall maintain complete and accurate records of the time spent and materials used by SSK in providing the Services and allow the Council to inspect and take copies of such records at reasonable times on request.

12. **Change Control Procedure**

No Change shall be valid unless made in accordance with the Change Control Procedure at Schedule 3.

13. **Intellectual Property Rights**

13.1 All Intellectual Property Rights arising in connection with this agreement shall belong to the Council and SSK hereby assigns absolutely with full title guarantee all such Intellectual Property Rights to the Council, such that such rights shall immediately on creation vest in the Council.

13.2 SSK waives and shall procure that SSK Personnel shall waive any moral rights arising in the performance of the Services to which they are now or may at any future time be entitled under Chapter IV of the Copyright, Designs and Patents Act 1988 or any similar provisions of Applicable Law.

13.3 SSK shall not register, attempt to register or procure or assist any third party to register or attempt to register in any part of the world any domain name or trade mark wholly or partly comprised of or incorporating the Council's name or any variation or imitation of the same without the Council's prior written consent (which may be given or withheld in the Council's absolute discretion).

13.4 SSK represents, warrants and undertakes that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant and perform all its obligations under and in accordance with this agreement.

13.5 SSK shall promptly at the Council's expense do (or procure) all such further acts and things and the execution of all such other documents as the Council may from time to time require for the purpose of securing for the Council the full benefit of this agreement, including all right, title and interest in and to the Intellectual Property Rights assigned to the Council pursuant to this clause **Error! Reference source not found..**

13.6 All the Council's Confidential Information and Council Materials (including all Intellectual Property Rights in the same) supplied or provided by the Council shall be and shall remain the exclusive property of the Council or relevant third party and SSK shall acquire no right, title or interest in or to the same. SSK shall use such items solely for the purpose of providing the Services.

14. **Indemnities**

14.1 Without prejudice to any other right or remedy the Council may have, SSK shall indemnify, keep indemnified and hold harmless the Council and each of its officers and employees in full and on demand from and against all claims, liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation, whether arising in tort (including negligence), in contract or otherwise whether or not such losses were foreseeable or foreseen at the date of this agreement and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses), suffered or incurred by the Council arising out of or in connection with:

- 14.1.1 any claim by a third party arising from SSK's breach or negligent performance or non-performance of its obligations under this agreement;
- 14.1.2 any claim made against the Council for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Council's receipt of the Services;
- 14.2 If the Council wishes to claim under an indemnity set out in clause 14.1, it shall:
 - 14.2.1 as soon as reasonably practicable, give written notice of such claim to SSK, specifying the nature of the claim in reasonable detail;
 - 14.2.2 if the claim relates to a claim or action made against the Council by a third party (a **"Third Party Claim"**):
 - 14.2.2.1 not make any admission of liability, agreement or compromise in relation to the Third Party Claim without SSK's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned), provided that Council may settle the Third Party Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to SSK, but without obtaining SSK's consent) if the Council reasonably believes that failure to settle the Third Party Claim would be prejudicial to it in any material respect;
 - 14.2.2.2 subject to SSK providing security to the Council to the Council's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as SSK may reasonably request to avoid, dispute, compromise or defend the Third Party Claim.
- 14.3 If a payment due from SSK under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Council shall be entitled to receive from SSK such amounts as shall ensure that the net receipt, after tax, to the Council in respect of the payment is the same as it would have been were the payment not subject to tax.
- 14.4 SSK shall not be liable under the indemnity in clause 14.1 to the extent (if any) to which any infringement is caused by use of Council Materials provided by the Council in accordance with this agreement.

15. **Liability**

- 15.1 Neither party limits its liability for:
 - 15.1.1 death or personal injury caused by its negligence or that of its employees, agents or sub-contractors;
 - 15.1.2 fraud or fraudulent misrepresentation by it or its employees;
 - 15.1.3 breach of any warranty as to title implied by Applicable Law; or

15.1.4 any other act or omission, liability for which may not be limited under Applicable Law.

15.2 Subject to clause **Error! Reference source not found.**, the parties' annual aggregate liability in connection with this agreement shall in no event exceed the total sum payable for the Services for the Year in which the claim arises.

16. Insurance

16.1 SSK shall take out and maintain in force at its own cost during the term of this agreement and for six years after its termination or expiry at least the following insurance policies with reputable insurers to cover its relevant potential liabilities in connection with this agreement:

16.1.1 public liability insurance with a limit of at least £10 million per claim;

16.1.2 professional indemnity insurance with a limit of at least £1 million per claim; and

16.1.3 employers' liability insurance with a limit of at least £10 million per claim.

16.2 SSK shall ensure that the Council's interest is noted on each insurance policy referred to in clause **Error! Reference source not found.** On the Council's written request, SSK shall provide the Council with a copy of each insurance policy referred to in clause **Error! Reference source not found.** together with any amendments, extensions or variations to the same. On the renewal of each policy, SSK shall promptly send the Council evidence satisfactory to the Council (acting reasonably) that each policy has been renewed.

16.3 SSK shall during the term of this agreement and for six years following its termination or expiry:

16.3.1 do or omit nothing to invalidate any insurance policy, entitle an insurer to refuse to pay any claim or prejudice the Council's entitlement under such policies;

16.3.2 procure that the terms of such policies are not altered in such a way as to diminish the benefit of the policies; and

16.3.3 ensure that any insurance monies received in respect of any loss contemplated by this clause **Error! Reference source not found.** shall be applied in making good such loss.

16.4 For the avoidance of doubt, none of the requirements contained in this clause **Error! Reference source not found.** as to the insurance cover to be maintained by SSK shall in any manner limit SSK's liabilities and obligations under this agreement.

17. Right to audit

17.1 SSK shall allow Council auditors or its external auditors or other advisers to the Council to access any of SSK's premises, systems, personnel, records or reports prepared pursuant to clause 7 (Joint Liaison Board, monitoring and reporting) as may be reasonably required in order to:

17.1.1 fulfil any legally enforceable request by any regulator;

17.1.2 undertake verifications of the accuracy of any of SSK's invoices or identify suspected fraud; and/or

17.1.3 undertake verification that the Services are being provided and all obligations of SSK are being performed in accordance with this agreement.

17.2 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt SSK or delay the provision of the Services and that, where possible, individual audits are co-ordinated with each other to minimise any disruption.

17.3 Subject to the Council's obligations of confidentiality, SSK shall provide the Council (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to each audit.

17.4 The Council shall provide at least 15 Business Days' notice of its intention to conduct an audit, unless such audit is conducted in respect of a suspected fraud or required by the Council's regulator, in which event no notice shall be required.

17.5 The parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this clause **Error! Reference source not found.**

17.6 If an audit identifies that the Council has overpaid any Charges under this agreement, SSK shall pay to the Council the amount overpaid within 15 days from the date of receipt of an invoice or notice to do so.

18. **Assignment and Sub-contracting**

18.1 Subject to clause 18.2, neither SSK nor the Council shall assign or transfer this agreement or the benefits or obligations hereof without the written consent of the other. Such consent shall not be unreasonably withheld or delayed.

18.2 The Council shall be entitled to assign this agreement in the event of a re-organisation of local government functions within Greater Manchester, either as a result of any direction from central government or through voluntary arrangements made between any of the local authorities within Greater Manchester.

18.3 Subject to the Council's written consent, SSK may sub-contract Services. However if SSK sub-contracts any Services, it shall ensure that such Services are sub-contracted on terms which are comparable with this agreement.

19. **Confidentiality**

19.1 Subject to clauses **Error! Reference source not found.** and 19 (Freedom of information), each party (the "**Recipient**") shall keep the other party's (the "**Discloser's**") confidential information concerning the business, affairs, customers, clients or suppliers of the other party ("**Confidential Information**") confidential and:

- 19.1.1 use such Confidential Information solely for the performance and/or use of the Services in accordance with this agreement; and
- 19.1.2 keep such Confidential Information strictly confidential and not, without the Discloser's prior written consent, disclose it to any other person.
- 19.2 The provisions of clause **Error! Reference source not found.** shall not apply to any Confidential Information that:
 - 19.2.1 is already in the public domain or comes into the public domain in the same or substantially the same form in which it has been disclosed in connection with this agreement without breach of this agreement; or
 - 19.2.2 is required to be disclosed under operation of law, by court order or by any regulatory body of competent jurisdiction (but then only to the extent and for the purpose required) provided that a particular disclosed or discovered use, combination, analysis, form or collection of information will not be in the public domain simply because it could be re-created using information in the public domain.
- 19.3 The Recipient shall give the Discloser as much notice of any disclosure required under clause **Error! Reference source not found.** as is reasonable and lawful in the circumstances (if any) and shall provide reasonable assistance to the Discloser in avoiding or limiting the required disclosure.
- 19.4 SSK acknowledges that the Council's Confidential Information includes the Council Materials and the results of the Services.

20. **Freedom of information**

- 20.1 Notwithstanding clause 19, the Freedom of Information Act 2000 ("**FOIA**") and the Environmental Information Regulations 2004 ("**EIR**") applies to the Council and the Council may be obliged to disclose, on written request, recorded information held by the Council. Information provided by the Supplier in connection with the Services may have to be disclosed by the Council in response to such a request, unless the Council decides that one of the statutory exemptions under FOIA or EIR applies. The Council may also include certain information in the publication scheme, which it maintains under FOIA or EIR.
- 20.2 The Council may, in certain circumstances, consider it appropriate to ask SSK for its views as to the release of any information in accordance with the Code of Practice issued under section 45 FOIA or under EIR, before a decision on how to respond to a request is made. SSK accepts that the Council must comply with a strict timetable and will provide a response to any consultation within two days.
- 20.3 SSK accepts that the decision as to which information will be disclosed is reserved to the Council, notwithstanding any consultation with SSK.

21. **Publicity**

SSK shall not make, or permit any person to make, any public announcement concerning this agreement without the Council's prior written consent (such consent not to be unreasonably withheld or delayed) except to the extent required by Applicable Law. SSK shall not refer to this agreement, the Council or any of the Council's products, services or brands in any customer list, presentation, article or other promotional material without the Council's prior written consent.

22. **Data protection**

22.1 If, in the performance or management of the Services, SSK is required to process personal data as the Council's data processor SSK shall:

22.1.1 do so only for the purpose of performing the Services;

22.1.2 comply with all relevant instructions or requests that the Council may give to SSK from time to time concerning such processing including:

22.1.2.1 the provision of explanatory information on the Council's business, processes, systems and/or controls; and

22.1.2.2 the delivery up of any relevant personal data in such form as the Council may reasonably request;

22.1.3 take appropriate technical and organisational security measures to safeguard such data against unauthorised or unlawful processing and against accidental loss or destruction of, or damage to, that data, having regard to:

22.1.3.1 the nature of such data and the harm which could result from such processing, loss, destruction or damage; and

22.1.3.2 the state of technological development and the cost of implementing such measures;

22.1.4 As part of the measures referred to in clause **Error! Reference source not found.:**

22.1.4.1 comply with any minimum information security standards agreed in writing for the purposes of this agreement;

22.1.4.2 maintain all information security certifications current as at the Commencement Date;

22.1.4.3 subject to clause **Error! Reference source not found.** and **Error! Reference source not found.**, maintain a standard of information security that is at least equivalent to that employed for its other customers (if any) for similar categories of personal data;

22.1.4.4 procure that its employees who access such data are reasonably reliable, do so only to the extent necessary for their role, are subject to a duty of

confidence that covers all personal data processed under this agreement and receive reasonable data protection and privacy compliance training (including a knowledge assessment) at least once per year (unless otherwise agreed in writing by the Council);

- 22.1.4.5 logically separate all personal data processed for the purposes of this agreement from all other personal data that it processes;
- 22.1.5 allow the Council access (on reasonable notice) to its premises and/or any other location where personal data is processed under this agreement to allow the Council to audit SSK's compliance with this clause **Error! Reference source not found.**;
- 22.1.6 at any time upon request, and in any event upon termination or expiry of this agreement, (unless the Council agrees otherwise in writing in each case) deliver up all relevant personal data that SSK holds in connection with this agreement in such form as the Council may reasonably request. Following such delivery up, and at such time and in such manner as the Council shall reasonably direct, SSK shall promptly and securely delete or destroy all such personal data and certify that it has done so in a form reasonably satisfactory to the Council;
- 22.1.7 not cause or allow such data to be transferred out of or otherwise processed outside the European Economic Area;
- 22.1.8 not pass such data to any third party except:
 - 22.1.8.1 with the Council's prior written consent in each case; and
 - 22.1.8.2 where SSK has entered into a written contract with that third party under which that third party agrees to obligations that are materially equivalent to those set out in this clause **Error! Reference source not found.**;
- 22.1.9 procure that all third parties to whom personal data is passed pursuant to clause **Error! Reference source not found.** comply with the terms of this clause **Error! Reference source not found.**;
- 22.1.10 notify the Council:
 - 22.1.10.1 of the location where any personal data is processed under this agreement;
 - 22.1.10.2 promptly (and in any event within two Business Days) of receiving any complaint, subject access request or other request (such as from any applicable government, agency or regulator) in respect of personal data, except where doing so would breach Applicable Laws;
 - 22.1.10.3 immediately in the event that SSK becomes aware of any unauthorised or unlawful processing or accidental loss or destruction of, or damage to, such data; and

- 22.1.10.4 promptly in the event of any material change to SSK's processes, systems and/or controls regarding the processing of personal data for the purposes of this agreement;
- 22.1.10.5 where the Council requires assistance from SSK in order to respond to requests, queries and/or investigations in respect of the personal data or requires that SSK help the Council in reconstructing and/or otherwise safeguarding the personal data, SSK shall provide the Council with such assistance as the Council reasonably requests within any timescales specified by the Council. If no timescales are specified, SSK must respond to and comply with the Council's request within a reasonable period of time after receiving the request for assistance;
- 22.1.10.6 except as expressly contemplated by this agreement, not combine or supplement any personal data provided to SSK (whether directly or indirectly) with any other data (including any other personal data), without the prior written consent of the Council; and
- 22.1.10.7 maintain reasonably appropriate processes, systems and controls to guard against any act or omission that would put the Council (as data controller) in breach of Applicable Laws relating to data protection or privacy.

22.2 For the purpose of this clause **Error! Reference source not found.** the terms "**personal data**", "**sensitive personal data**", "**data controller**", "**data processor**" and "**process**" have the meanings given to them in the Data Protection Act 1998.

23. Ethics

- 23.1 SSK shall comply with all Applicable Laws relating to anti-bribery and anti-slavery including the Bribery Act 2010 and the Modern Slavery Act 2015.
- 23.2 SSK shall ensure that any person associated with SSK who performs services or supplies goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on SSK in this clause **Error! Reference source not found.** ("**Relevant Terms**"). SSK shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Council for any breach by such person of any of the Relevant Terms.
- 23.3 For the purpose of this clause **Error! Reference source not found.**, a person associated with SSK includes SSK's employees (whether or not they are SSK Personnel) and any of SSK's sub-contractors.
- 23.4 SSK shall use all reasonable endeavours to promote Social Value in the performance of the Services and its wider activities within Stockport.

23.5 The Council may terminate this agreement in accordance with clause 24 if SSK fails to comply in the performance of the Services with legal obligations related to environmental, social or labour law.

24. Termination

24.1 Either party may terminate this agreement by giving the other party no less than 12 months' notice.

24.2 The Council may terminate this agreement immediately on written notice if:

24.2.1 SSK fails to perform the Services in accordance with the agreement for a period of 3 months and the Council has notified SSK in writing of such failure; or

24.2.2 any of SSK's directors or other officers are guilty of fraud, dishonesty, gross negligence or gross misconduct or acts in any manner which in the Council's reasonable opinion brings or is likely to bring SSK or the Council into disrepute or is materially adverse to the interests of the Council.

24.3 Each party shall be entitled to terminate this agreement immediately on written notice to the other if the other party:

24.3.1 commits any continuing or material breach of any of the provisions of this agreement and, if the breach is capable of remedy, fails to remedy the same within 30 days of receipt of written notice giving full particulars of the breach and the action required to remedy such breach;

24.3.2 repeatedly breaches any of the terms of this agreement in a manner inconsistent with an intention or ability to give effect to the terms of this agreement;

24.3.3 makes an arrangement with or enters into a compromise with its creditors, becomes the subject of a voluntary arrangement, scheme of arrangement, receivership, administration, liquidation or winding up, is unable to pay its debts when due or otherwise becomes or suffers or is the subject of a distraint, writ of control or warrant of control or event of insolvency; or

24.3.4 ceases or threatens to cease to carry on all or substantially the whole of its business.

24.4 In any of the circumstances referred to in this clause **Error! Reference source not found.** in which the Council may terminate this agreement, the Council may instead terminate any part or element of the Services. In the event of such partial termination:

24.4.1 the Charges shall be reduced proportionately to the reduction in scope of the relevant Services; and

24.4.2 SSK shall perform such of its obligations under clause **Error! Reference source not found.** (Consequences of termination) as are relevant in relation to the terminated parts or elements of the Services.

25. Consequences of termination

25.1 Upon expiry or termination of this agreement for any reason:

25.1.1 the Council shall stop using the Services;

25.1.2 SSK shall promptly return or (at the Council's option) destroy all the Council's Confidential Information and Council Materials in its possession or control and, if required, to do so by the Council, certify in writing that it has done so;

25.1.3 SSK shall make available to the Council free of charge all information and documentation required to facilitate the handover of the Services to the Council or a replacement supplier;

25.1.4 SSK will make available to the Council such of SSK Personnel as the Council may reasonably require to ensure a satisfactory handover of the Services to the Council or a replacement supplier (for which the parties will agree charges if appropriate); and

25.1.5 SSK will render all reasonable assistance and provide all information and documentation as may reasonably be required by the Council or a replacement supplier in relation to this agreement (for which the parties will agree charges as appropriate).

26. Handover

26.1 Other than as agreed by the parties pursuant to the annual budget process, SSK shall not charge the Council or any Replacement Provider for any expenditure incurred howsoever in carrying out the handover arrangements as set out in this clause 26. Where such expenditure is not covered by an annual budget process, SSK may charge the Council or any Replacement Provider for its reasonable expenditure incurred in carrying out the handover arrangements.

26.2 At the end of the term (and howsoever arising) SSK shall forthwith deliver to the Council upon request all the Council Materials relating to the agreement.

26.3 SSK shall use all reasonable endeavours to transfer all data in accordance with industry standard format (or any format reasonably specified by the Council or a Replacement Provider) relating to the Services including requests for Services to be undertaken which have not been completed.

26.4 During the period of 15 months preceding the expiry of this agreement or immediately after the Council has given notice to terminate the whole or part of the agreement, SSK shall:

26.4.1 promptly, at the request of the Council, fully and accurately disclose to the Council the TUPE Information and permit the Council to use the TUPE Information to inform any prospective tenderer and/or Replacement Provider about the anticipated Relevant Employees. If, during the period between supplying the TUPE Information and the Relevant Transfer, there is any material change in the information supplied or new information is discovered, SSK shall promptly disclose to the Council the updated information, and

- 26.4.2 use all reasonable endeavours to co-operate with any other reasonable request made by the Council concerning the TUPE Information.
- 26.5 SSK shall discharge all obligations and liabilities in respect of the Relevant Employees up to and including the Relevant Transfer Date:
- 26.5.1 SSK warrants that reasonable care will be used in the preparation of the TUPE Information and that reasonable efforts will be taken to ensure that it will be complete (insofar as it is reasonable for the Council to require such information to be provided) and accurate in all respects as at the date the information is provided. SSK shall indemnify and keep indemnified the Council and any Replacement Provider against any loss caused to the Council or any New Provider by any inaccuracy or incompleteness in such information or by any changes in the information which have not been communicated to the Council (whether relating to the number, identity or details of the Relevant Employees or otherwise) which occur prior to the Relevant Transfer Date;
- 26.5.2 SSK shall indemnify the Council and the Replacement Provider in full from and against all costs, claims, liabilities, expenses or demands (including legal costs) whether direct, indirect or consequential which the Council and/or any Replacement Provider incurs arising from:
- 26.5.2.1 any act or omission of SSK or any sub-contractor in relation to the Relevant Employees or any representative thereof;
- 26.5.2.2 any claim by an employee or former employee of the contractor or any sub-contractor who is not a Relevant Employee, and
- 26.5.2.3 any representations made by SSK or any sub-contractor in relation to employment by the Council and/or any Replacement Provider;
- 26.5.3 the Council shall indemnify SSK in full from and against all costs, claims, liabilities, expenses or demands (including legal costs) whether direct, indirect or consequential which SSK incurs arising from any act or omission of the Council in relation to the Relevant Employees;
- 26.5.4 in the event that SSK enters into any sub-contract in connection with the Services, it shall impose obligations on its sub-contractors in the same terms as those imposed on it pursuant to clauses 26.5.1 to 26.5.3 inclusive and shall procure that each sub-contractor complies with such terms. SSK shall indemnify the Council and keep the Council indemnified in full from and against all direct, indirect or consequential liability, loss, damages, injury, claims, costs and expenses (including legal expenses) awarded against or incurred or paid by the Council as a result of or in connection with any failure on the part of the sub-contractors to comply with such terms.
- 26.6 Save on expiry or termination of this agreement, if the employment of any LGPS Employee transfers to another employer (by way of a transfer under TUPE) SSK shall and shall procure that

any such employer shall consult with and inform those LGPS Employees of the pension provisions relating to that transfer.

26.7 At the end of the term (howsoever arising) and for a period of six months after the end of the term, SSK shall co-operate free of charge with the Council and any new provider appointed by the Council to continue or take over the performance of the agreement in order to ensure an effective handover of all work then in progress.

27. Force majeure

27.1 If a party (an "**Affected Party**") is prevented from performing any of its obligations under this agreement by a Force Majeure Event, provided it has complied with clause **Error! Reference source not found.**, it shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

27.2 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party. The Council shall not be obliged to pay in respect of any Services that SSK is prevented from supplying as a result of a Force Majeure Event.

27.3 The Affected Party shall:

27.3.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than 5 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration and the effect of the Force Majeure Event on its ability to perform any of its obligations under this agreement;

27.3.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations; and

27.3.3 as soon as reasonably possible after the end of the Force Majeure Event, notify the other party of this in writing and resume performance of its obligations under this agreement.

27.4 If SSK is excused from the provision of the Services in accordance with this clause 27 and, as a result, the provision of any of the Services is substantially prevented, hindered, degraded or delayed for more than three consecutive Business Days, then at the Council's option and without limiting any other rights the Council may have under or in connection with this agreement the Council may:

27.4.1 procure those Services from a third party where practical and SSK shall provide all such assistance to the Council as the Council may reasonably require; and

27.4.2 remove the affected Services from the scope of this agreement, in which case SSK shall not provide such Services and the Council shall not be obliged to pay for such Services.

27.5 The failure of any sub-contractor to perform any obligations owed to SSK shall only constitute a Force Majeure Event with respect to SSK's obligations if and to the extent that the failure by the

sub-contractor is itself caused by a Force Majeure Event. In such circumstances, SSK shall be obliged forthwith to use an alternative sub-contractor if to do so would enable SSK to resume the provision of the Services.

- 27.6 If a Force Majeure Event prevents SSK from performing any of its obligations under this agreement for a continuous period in excess of 30 Business Days, the Council may, without liability, immediately terminate this agreement by written notice provided the relevant Force Majeure Event remains subsisting at the time that it give such notice.

28. **Dispute resolution**

- 28.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (a "**Dispute**") then the parties shall follow the procedure set out in this clause:

28.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a "**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the Joint Liaison Board shall attempt in good faith to resolve the Dispute;

28.1.2 if the Joint Liaison Board is unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Council's Director of Place and the Managing Director of SSK, who shall attempt in Good faith to resolve the Dispute;

28.1.3 if the Council's Director of Place and the Managing Director of SSK are unable to resolve the Dispute within 30 days of the referral of the Dispute, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (an "**ADR notice**") to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 30 days after the date of the ADR notice.

- 28.2 The parties shall participate and continue to participate in good faith in the mediation in an attempt to resolve the Dispute.

- 28.3 If the Dispute is not resolved within 60 days (or such longer period as may be agreed by the parties) after service of the ADR notice, no further action shall be taken in respect of the Dispute.

29. **Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of or prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

30. Notices

- 30.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or by a signed-for next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 30.2 Any notice shall be deemed to have been received:
 - 30.2.1 if delivered by hand, on signature of a delivery receipt or, if not signed for, at the time the notice is left at the correct address;
 - 30.2.2 if sent by pre-paid first-class post, at 09:00 on the second Business Day after posting; and
 - 30.2.3 if sent by a signed-for next working day delivery service, at the time recorded by the delivery service.
- 30.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 30.4 A notice given under this agreement is not valid if sent by email.

31. Entire agreement

- 31.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter and any conflict shall be dealt with in accordance with clause 32 (Conflict).
- 31.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

32. Conflict

- 32.1 If there is any inconsistency between the provisions of the main body of this agreement (clauses 1 to 36) and the schedules, the provisions shall take the following descending order of precedence:
 - 32.1.1 the provisions in the main body of this agreement;
 - 32.1.2 Schedule 1 (Special Conditions);
 - 32.1.3 Schedule 2 (Service Operating Specifications); and
 - 32.1.4 Appendix 1 (the Council's Policies and Documents).
- 32.2 If the above order of precedence does not resolve an inconsistency, the parties shall resolve the inconsistency in accordance with the provisions in clause 28 (Dispute Resolution Procedure).

33. **Severance**

33.1 If any provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provisions or part-provision under this clause shall not affect the validity and enforceability of the rest of the agreement.

33.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

34. **Third party rights**

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement.

35. **Governing law**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

36. **Jurisdiction**

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Executed as a deed by the parties or their duly authorised representatives on the date of this deed.

SCHEDULE 1

Special Conditions

[DN: This schedule will set out specific, service-related conditions, which are separate from the overarching provisions in the main body of the agreement and relate to particular service streams.

For example, services covered by Part 1 of Schedule 2 (highways, street lighting and signage) will be covered by the terms and conditions of the standard form NEC3 contract.]

SCHEDULE 2

Service Operating Specifications

[This Schedule will contain specifications detailing what types of services SSK will perform for the Council and the applicable rates/costs for these services.

The services are split into three broad areas, with distinct service streams under each area. Each service stream will have a distinct specification and associated rates/costs so the parties are aware of what services are expected to be delivered by SSK, the relevant standards and targets which apply to these services and the costs associated with the services.

Services supplied from the Council to SSK will be dealt with under a separate support/host services agreement so as not to add uncertainty/confusion to this agreement.

Section A – Exclusive Services

1. Waste and Recycling
2. Greenspace (Gates and Barriers Inspections, Arboriculture, Playground Maintenance)
3. Streetcare, (Ground Maintenance, Street Cleansing)
4. Winter Maintenance
5. Highways Reactive; (inc Street Lighting Reactive, Signage Services)

Section B – First Refusal Services

6. Highways Planned; (inc Street Lighting Planned)

Section C – Other Services

7. Commercial Waste Collections *from Council Buildings* (Commercial Trade Waste & Skips)
8. Building Cleaning Services
9. Security (Security Control Room Services, Mobile Patrol Services, Static Guarding Services, Fire Alarm Services, Intruder Alarm Services)]

SCHEDULE 3

Part 1

Change Control Procedure

1. Principles

This schedule 3 sets out the procedures for processing a Change.

Unless otherwise agreed by the parties in writing, no Change shall be incorporated into this agreement except in accordance with the provisions of this schedule **Error! Reference source not found..**

The Council may at any time request, and SSK may at any time recommend, a Change only in accordance with this Change Control Procedure.

Both parties agree to act reasonably and in good faith in respect of requesting or recommending a Change and in the implementation of any Changes.

Until such time as a Change is made in accordance with this Change Control Procedure, the

APPENDIX B



STOCKPORT
METROPOLITAN BOROUGH COUNCIL

SERVICE OPERATING SPECIFICATION

Domestic Waste & Recycling Collections

V5 January 2017 (in draft form)

CONTENTS

SECTION 1 - GENERAL REQUIREMENTS

SECTION 2 – SERVICE REQUIREMENTS

SECTION 3 - APPENDICES

1 Performance Indicators

SECTION ONE – GENERAL REQUIREMENTS

1. INTRODUCTION

The Waste Collection Service comprises the following elements:

Household Waste – As per definition in the Service Contract Schedule

Household waste is primarily collected in wheeled bins and via bulk containers and a limited number of properties, unsuitable for wheeled bins that have refuse sacks, reusable sacks, boxes and external caddies. All containers that the Client requires the provider to empty under this Service Operating Schedule, including wheeled bins up to 360 ltr, bulk bins up to 1280 ltr, caddies, boxes, sacks, liners, reusable sacks will be provided, replaced and maintained at the Client's cost.

Black	Residual Waste	2 Weekly
Blue	Pulpable (Paper, Card & Cartons)	2 Weekly
Brown	Multi Material (Glass, Jars, Tins, Cans, Foil, Plastic Bottles)	4 Weekly
Green	Bio-waste (Garden & Food Waste)	Weekly
Paladin	Residual Waste – bulk containers at flats/schools	Generally Weekly or more frequently eg. 3 x per week at certain sites
Bring Sites, Schools & Flats – separate vehicles	Pulpables (Paper, Card & Cartons) and Multi-Material (Glass, Jars, Tins, Cans, Foil, Plastic Bottles)	Weekly or more frequently at Bring Sites or in accordance with the

		frequency of a wheeled bin crew when it is on their scheduled rounds
Rural	Collections from rural properties Residual Waste Pulpables & Multi-material	Weekly 2 Weekly

There are currently around 127,000 domestic properties in Stockport that require waste collections.

Bulky Collections – Stockport Council provides a borough-wide bulky household waste collection service, where large household items such as furniture, sofas, fridges and other white goods can be collected from properties. The Provider will carry out this function as directed by the Council

1.0 GENERAL REQUIREMENTS

1.1 The Provider shall note that the Waste Collection Service shall be undertaken only within the following times, unless directed by the Client or the approval of the Client is obtained:

Monday to Friday 07:00 to 18:00 household collections detailed in (a) above

Saturday 07:00 to 18:00 – for bulky waste collections, and other collections as directed by the client.

The Provider shall in undertaking collection, however, bear in mind the availability of the appropriate disposal facilities.

1.2 The Provider shall note that with the exception of the three bank holidays during the Christmas period, collections on other bank and public holidays shall be made as though they were normal working days. Where ad hoc bank holidays are set by the Government to recognise national events for example the Provider shall work these as though they were normal working days. Collection days over the Christmas and New Year period shall be agreed with the Client with a view to minimising disruption to residents on an annual or otherwise agreed basis.

1.3 Should conditions be such as to make collections unsafe, the Provider may request the Client to agree to a suspension of the normal collection service, in whole or in part, for the period. The decision of the Client in this matter shall be final but approval shall not be unreasonably withheld.

1.4 Following the suspension of collections, the Client will 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.

1.5 In the event of the period of suspension of collection exceeding the next scheduled collection, the Provider shall at the direction of the Client collect any securely presented excess waste eg: sacks/tied carrier bags.

2.0 WASTE COLLECTION

2.1 Details of premises, container types and agreed collection points from which collections are to be made are detailed on the Council's computerised waste management system – currently CONFIRM

2.2 The Provider shall note that the Client requires collection of household waste via sacks, wheeled bins, caddies and bulk containers, boxes & reusable sacks.

2.3 The general policy for collection from domestic and other premises within the Borough is that a same day, same time service, where practicable, should be operated from Monday to Friday.

2.4 Collection days for all properties to be included in this service are to be agreed with the Client.

2.5 The Client may require the Provider to undertake collections from a property or group of properties at certain time of the day for operational and/or safety reasons. This requirement will not be unreasonably applied.

2.6 Collection services within the Borough are a same day, and where practicable same time service. The same time requirement will be applicable unless the Provider is unable to comply due to circumstances beyond their control for example roadworks, accidents etc can mean that it is more prudent to vary the normal routine to ensure completion of scheduled works on the day.

2.7 Refuse sacks and wheeled bins are required to be placed by the householder at the front edge of their property unless there is an alternative agreed collection point between resident and Provider.

2.8 Assisted Collections – This Client will supply a list of properties that meet the eligibility criteria. For properties that require assistance with their collection their receptacles shall be collected and returned to an agreed location from within their property. If in the opinion of the Provider, conditions at individual properties make the provision of an assisted collection unsafe then a resolution should be made with the resident requesting the assisted collection and if this is not possible then an agreed way forward should be agreed with the Client.

2.9 The Provider shall ensure that its employees in visiting any sites/premises keep to paths and driveways and do not cross lawns or flowerbeds or climb over fences, hedges or walls. Following a visit to any site or premises the Provider shall ensure that any doors and gates are returned to their original position prior to the visit and locked where appropriate.

2.10 If any material intended for collection is spilled in provision of the collection service, at households or on the highway, the spillage shall be cleared and the area made safe. The materials cleared should be collected for recycling, composting or disposal as appropriate.

2.11 The Provider shall provide the Service even in cases where there is a restriction to access unless agreed with the Authorised Officer that it is unsafe or impractical to do so. This may require bins being manoeuvred by the Provider from their collection point to the point where waste/recyclables can be collected by the vehicle.

Where a bulk container(s) cannot be emptied safely, then where practicable the responsible site owner shall be informed and the Client by the end of the working day.

Where access is repeatedly problematic and occurs on 3 consecutive occasions or 5 or more in any 15 week period then the Client will consider in negotiation with the Provider and the affected customers, alternative collection options and potentially either temporary suspension of the service or ultimately withdrawal of the service.

All exceptions (non collections) should be reported to the Council by the end of each working day or if live reporting is not available the information should be available for the Client on request.

Where whole roads/area are inaccessible for the collection vehicle on the scheduled collection day then the Provider shall after the initial attempt make a further attempt to access the affected road/area at the end of that day's work. If at this point collections can still not be undertaken the Provider shall report the details to the Client and agree the recovery of this work.

2.12 Should any complaint be received of a missed collection or any other service failure then the provider shall return to remedy the service failure. This shall be within the time period specified in the refuse and recycling policy.

2.13 The Provider shall, where possible, notify the resident in writing of any damage/loss to any container that they become aware of during the provision of the service. This can be in the form of a postcard and/or sticker which will be provided by the Client on request from the provider.

Damage to bulk containers shall be reported internally for repair or, if it is a privately owned bulk container, the Provider to make contact the owner/managing agent to effect repair. Where a container is

unsafe to empty due to any damage, the provider will not be expected to make any collections until the container is repaired or exchanged.

2.14 The Provider will be required to participate in trials and pilots in regard to differing methods, additional materials and ways of collecting waste and recyclables. If such trials prove to be successful, then negotiations will take place with the Provider to incorporate such new materials or ways of working into this service.

2.15 The provider shall ensure that each waste stream is collected and kept separate from each other at all times as directed by the Client.

2.16 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.

2.17 The Provider shall note that from time to time the Client may require the Provider to attach advertising / promotional materials to vehicles. 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

2.18 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.

2.19 TRAFFIC SENSITIVE ROUTES/ZONES

The Provider shall note that certain highways have been designated by the Councils Network Management Team as Traffic Sensitive Routes. These include but are not limited to all bus routes.

2.20 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.

3.0 WASTE COLLECTION – SACKS

3.1 The Provider shall ensure that all household waste, contained in sacks is removed from premises identified by the Client, whether those sacks are provided by the Client or not. The Provider shall be responsible for the annual provision of household waste sacks for each suitable property identified by the Client as indicated in the table in 6.1 of this Service Operating Schedule

The Council currently specifies a maximum of 2 sacks per property per week unless additional capacity has been granted.

3.2 Where collected sacks are placed on the highway (by the provider), awaiting collection, the Provider shall ensure that at no time are they left for longer than one hour prior to collection by the vehicle and that at all times, a clear passageway is maintained for pedestrian and vehicular traffic.

3.3 Reusable sacks, caddies and boxes, after emptying, shall be returned and placed/secured in an appropriate place where possible

4.0 WASTE COLLECTION – WHEELED BINS

4.1 Where a customer presents a container(s), the Provider shall empty the contents directly into the collection vehicle or approved bulking container. The container after emptying should normally be returned to the location it was collected from. The Provider should ensure that the returned containers do not obstruct vehicle access, cause any damage to any part of the premise and minimise any hazard to the householder. This will generally mean the container being placed after emptying to one side of an entrance to the driveway/pathway.

4.2 Generally only waste contained within the bin shall be collected. Waste not contained within the specified container shall only be collected if instructed to do so by the client, in specific one off situations for example around Christmas time or recovery of work due to inclement weather. Any permanent changes in relation to this requirement would be agreed between the Client and Provider.

4.3 The council operates a closed lid policy. The Provider shall report properties that have presented bins with lids not closed thereby representing a H&S and/or spillage risk. A notice will be left on the container explaining why it has not been collected. The Client will advise the Provider on the tolerance accepted for a 'closed lid'. Crew are currently expected to collect bins with lids less than 45 degrees open, this is to avoid conflict and situations where bins only slightly open are rejected. The advice to residents will remain 'All lids must be closed'.

4.4 The Provider shall take reasonable steps before emptying to ensure that any of the recycling containers are not contaminated with extraneous waste. The provider is required to do a cursory visual check of the contents of the container in areas where it is suspected that contamination issues may be present before emptying but is not expected to delve into the container to identify contaminants.

4.5 If contaminated material is estimated to be greater than a carrier bag then the whole bin shall be rejected and reported to the client via the in cab device. A notice in the form of a sticker will be left on the container explaining why it has not been collected. Contaminated bins are to be collected as refuse as directed by the client. The Client will be responsible for ensuring the Provider has details of the properties required to have a separate collection which shall be undertaken in accordance with the limits specified in 7.5 of this SOS

4.6 Where a container is unable to be emptied due to materials being stuck or due to cold weather conditions, the provider shall make reasonable attempts to safely loosen the material using the vehicle equipment and attempt a further empty. If this fails, the resident shall be notified via a sticker on the bin and the property concerned reported through the vehicle in cab facility.

5.0 WASTE COLLECTION – BULK CONTAINERS

5.1 At certain locations, the Client arranges for the collection of waste and recycling by bulk containers, some in specially constructed chambers served by refuse chutes. Details of locations, container type and size are located in the Confirm database.

5.2 In addition to emptying the container, the Provider shall leave any excess waste, report the occurrence to a Community Recycling Officer who shall investigate whether additional bins are required and made the appropriate arrangements.

5.3 After emptying, the Provider shall ensure all such containers are returned to the point where they were collected from and any storage area, refuse room, gate and/or containers are locked where appropriate.

5.4 Where bulk containers are collected from refuse chute rooms the Provider shall at all times during collection ensure that the refuse chute(s) is closed.

Following collection the Provider shall return one empty container to under the refuse chute(s) where a chute(s) exists and any others to the positions from which they were collected and ensure that the refuse chute(s) is re-opened and the chute room/premises locked where appropriate.

5.5 For bulk recycling containers, the Provider shall take reasonable steps to ensure that the materials collected are not contaminated with extraneous waste. The provider is required to do a visual check of the contents of the container before emptying but is not expected to delve into the container to identify contaminants.

Any contaminated waste in the container to be emptied that the Provider discovers during collection shall be assessed and if it is considered that the contamination is greater than 5% of the total contents then it shall not be emptied and shall be recorded as contaminated on the vehicle in cab device. The Provider shall then arrange, to separately empty the container and dispose of its contents as residual waste. These additional collections should be carried out on Saturday.

SMBC Finance hub shall be informed to recharge the managing agent/owner for the collection of the contaminated container if necessary.

5.6 The Provider shall, where recyclable items are left adjacent to the containers, ensure that when visiting the site such items are collected or placed in the appropriate recycling containers at the site.

5.7 The Provider shall ensure that any items attached to, on or under the containers, for example carrier bags around the handles, are removed and arrange for the appropriate disposal of such items.

6.0 CONTAINER STOCKS & DELIVERIES

6.1 The provider shall undertake deliveries to residents of all approved receptacles. This includes wheelie bins, bulk bins, compostable liners, blue sacks, caddies etc. The client will specify the detail including frequency, quantity and volume of deliveries.

Container Type	Frequency	Delivery Period
Wheelie Bins, caddies and boxes	As and when required	Throughout the year, Monday to Friday excl Bank Hols
Blue Refuse Sack	Annually one roll of sacks to be delivered to eligible households as directed by the Client Currently 52 on a roll	November
Compostable Liners	Annually one roll of liners to be delivered to each eligible household as directed by the Client Currently 150 on a roll	June-October

The maximum number of deliveries the provider is required to undertake per day of bulk containers, wheelie bins boxes and caddies, Monday to Friday is 45. In addition the provider must also arrange to collect any White Goods, CFC's or WEEE items in that zone and incorporate these collections with the container deliveries.

6.2 The provider shall provide the Client on a monthly basis a report detailing quantities of each type of bin and consumables related to this SOS purchased by the Client and stored at Enterprise House in a format agreed with the Client. The cost of providing this service is paid for separately by the Client.

6.3 The Provider shall ensure that all deliveries (from suppliers) will be accepted every working day between the hours of 09:30 – 15:00. The client shall provide as much notice as possible of expected deliveries. A forklift truck maybe required to off load deliveries.

7.0 BULKY COLLECTIONS

7.1 The Provider shall be required to undertake from time to time special collections. Such collections may comprise but are not limited to, bulky household items, bulky garden and bulky building waste from premises. The Provider shall note that where items are likely to contain CFCs these items shall not be compacted upon collection and shall be collected separately for recycling and taken to the identified disposal point.

7.2 Customers are asked to place their items to be collected under this section outside their premises and collections will only take place from external locations. Where the householder cannot place the item outside the premise in a safe accessible position or where an assisted or indoor collection is required the Councils Hygiene Action Team will carry out the collection. This arrangement will be made separately by the Client

7.3 The Provider shall note that the Client makes a minimal charge for the provision of this service to discourage fly tipping. The administration of the charging system will be undertaken by the Client.

7.4 The Client will arrange an appointment and notify the Provider of the need for a special collection identifying the types of waste and number of items to be collected.

7.5 The Provider shall be responsible for advising the Client of the number of appointments that are available per week. The maximum number of appointments that the Provider is required to have available with existing resources each week is 35.

7.6 The Provider shall work with the Client to identify and agree where reuse and/or recycling of waste collected under this section can be undertaken. Any additional costs that would be attributable to development in this area would be the responsibility of the Client.

8.0 ICT AND REPORTING

8.1 The client shall provide and maintain a computerised system where all service details should be recorded. This currently includes details of collection days, frequencies, container types and numbers, service requests, additional capacity applications and reasons for non-collections ie lock-outs. The provider shall ensure that it is updated by 12 noon the following day in relation to the completion of all service requests. This system currently used is CONFIRM. Any changes will be agreed between Client and the provider.

8.2 In Cab Reporting System

To enhance timely reporting the Provider shall supply a real time reporting system within each refuse collection vehicle. This system shall enable the collection crews to report collection exceptions for example Contaminated Container, Not Presented etc. It is essential that any such system interacts with the Council's ICT systems. Any additional costs associated with the development will be agreed by both parties.

9.0 ROUTE OPTIMISATION & CALENDARS

9.1 The client shall require the Provider to assess their collection round to ensure maximum efficiencies. This shall be done on an annual basis or otherwise agreed frequency.

9.2 Collection Calendars shall be supplied by the Council, to all properties receiving an individual collection (ie not bulk container properties). Both the Provider and the Client will be responsible for updating the collection details on the relevant Client system, Confirm, to enable the Client to provide the data in an agreed format to the Council's nominated printing supplier in a timely manner. The accuracy of this information is paramount hence rigorous quality control will be essential. Both Client and Provider to ensure data is checked before calendars are distributed to residents.

10.0 Service Growth and Flexibility

This contract is operated on a cost basis. All agreed costs incurred by SSK will be met in full by the client – Stockport Council.

Service cost is affected by multifarious factors including New Properties and Developments, Additional Containers, Fuel Price, Public Holidays, Inclement Weather & Council Policy. Cost pressures will be considered in advance where possible e.g. New Properties. The quarterly performance reports will include narratives to explain variances

APPENDIX C



STOCKPORT
METROPOLITAN BOROUGH COUNCIL

SERVICE OPERATING SPECIFICATION

GREENSPACE MAINTENANCE

Updated February 2017

CONTENTS

SECTION 1 - GENERAL REQUIREMENTS

SECTION 2 – SPECIFIC REQUIREMENTS BY ASSET TYPE

SECTION 3 – GREENSPACE QUALITY MONITORING

SECTION ONE – GENERAL REQUIREMENTS

1. INTRODUCTION

Stockport has a unique heritage of high quality green spaces.

Many sites are important for heritage value, nature/biodiversity interest, involvement of local residents, sports and games facilities etc. They are rated as highly important by Council taxpayers and are used extensively for events and activities by families, footballers, bowlers, dog-walkers, community groups, etc.

This specification provides a description of the desired end results or outcomes of the Greenspace Service Operating Schedule. It is not intended to be a set of instructions, but provides guidance to the provider and on the subject of the expected quality standards.

The specification is linked to an inspection system as outlined in Appendix 1. The snapshot assessments of the general condition of sites across a range of typologies and geographical locations and will be used to compare service delivery against future performance. The inspection results and will be published and shared with stakeholders as appropriate.

The Client will provide access to electronic plans for all sites at which the Provider undertakes maintenance operations.

2. CLEANLINESS

2.1.1 LITTER

The Environmental Protection Act 1990 describes litter as 'anything that is dropped, thrown, left or deposited that causes defacement, in a public place'. For the purpose of this service schedule, litter includes mainly synthetic materials, often associated with smoking, eating and drinking, that are improperly discarded and left by members of the public; or are spilt during waste management operations. Litter may also include putrescible or clinical waste, or faeces such as dog, bird and other animal faeces.

The service provider will maintain all greenspaces, including the edges of lakes and other water bodies, predominantly free of litter and refuse. This is to be to Grade B of DEFRA's Code of Practice on Litter and Refuse which can be accessed at:
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/221087/pb11577b-cop-litter.pdf

The service provider will provide a regular litter bin emptying service at a frequency that prevents them from overflowing. The service provider will respond to reports of overflowing litter bins within one working day.

Damage to litter bins should be reported to the client within one working day of discovery.

2.1.2 FLY-TIPPING

The service provider will aim to keep all greenspaces free of illegally deposited waste through the removal of fly-tipped waste on greenspace within one working day of it being reported, subject to waste type and quantity. The Provider will maintain a record of all flytipping incidents that require inputs greater than that normally deployed to

maintain greenspaces free of litter. The service provider will assist the Client's investigations into incidents of fly-tipping as and when requested to do so.

Where hazardous waste requiring specific treatment is found to be present the Client will make arrangements for this to be removed outside of this Service Operating Schedule.

It is accepted that in responding to large scale incidents of fly-tipping the Provider will utilise resource from routine grounds maintenance activities.

2.1.3 DETRITUS

There is no statutory definition of detritus, but for the purpose of the service schedule, detritus comprises dust, mud, soil, grit, gravel, stones, rotted leaf and vegetable residues, and fragments of twigs, glass, plastic and other finely divided materials. Detritus includes leaf and blossom falls when they have substantially lost their structure and have become mushy or fragmented.

The service provider shall maintain metalled pathways predominantly free of detritus except for some light scattering as described in DEFRA's Code of Practice on Litter and Refuse.

2.1.4 GRAFFITI

Graffiti is defined as any informal or illegal marks, carvings, drawings or paintings that have been deliberately made by a person or persons on any physical element comprising public spaces.

The service provider should maintain greenspaces generally free of graffiti. Sites may have some graffiti but this is to be minor in extent and not noticeable to the majority of people passing through i.e. Grade B of DEFRA's Code of Practice on Litter and Refuse.

All offensive graffiti will be removed within one working day of discovery.

2.1.5 FLY-POSTING

Fly-posting is defined as any unauthorised printed material (informally or illegally) fixed to any structure. It includes all sizes of material from small self-adhesive stickers to large posters. The definition of flyposting is to include tie-bands or other forms of fastening which remain after a notice has been removed.

Greenspace sites will be maintained by the service provider to the extent that there may be some flyposting present as long as it is minor and largely unnoticeable i.e. Grade B of DEFRA's Code of Practice on Litter and Refuse.

Public notices will be considered as fly-posting if they have been left up for more than one calendar month after their expiry date.

2.1.6 BUILDINGS

The Provider will ensure that pavilions and changing rooms used by the public will be maintained in a clean and safe condition.

The Provider will ensure that welfare facilities and stores areas used by their workforce maintained in a clean and safe condition.

The Provider will supply and safely store all products related to the cleansing of buildings.

The Provider will report all necessary repair work directly to the Client's Property Maintenance Service Provider.

The Provider will provide access to greenspace buildings to other agents and contractors as directed by the client.

2.1.7 SIGNAGE

Greenspace signage includes directional, instructional, interpretation, educational and promotional signs and other items of a similar nature.

The Provider will ensure all signage installed by the Client is clearly visible and not obscured by vegetation or dirt.

The Provider shall also report to the Client any inappropriate and/or out-of-date signs and notices, that they cannot remove.

Damaged or badly worn signage that requires a greater degree of repair will be made safe and reported to the Client within a reasonable timeline.

2.1.8 RECOVERY OF ILLEGALLY OCCUPIED LAND

The Provider will be required to assist the Client in the recovery of illegally occupied land. Specifically the Provider will cleanse and secure sites once sites have been cleared of illegal occupiers.

2.1.9 GREENSPACE FURNITURE

Greenspace furniture includes seating, benches, hand rails, bollards, litter bins and other items of a similar nature.

Damaged or badly worn furniture that requires repair will be made safe and reported to the Client within a reasonable time.

2.1.10 WASTE DISPOSAL

The Council will arrange for the disposal of all waste material collected through this SOS, the provider shall be advised of appropriate location(s) and method of disposal for each waste type.

3.0 REPORTING PROCEDURES

The Provider's staff should be encouraged to report any incidents, observations, or suggestions, which could contribute to the continuous improvement of the service. Risks to the safety of site visitors such as tripping hazards should be reported to the Client.

Where discarded hypodermic needles are discovered on any location, they shall be disposed of appropriately and the client provided with the location and specifics of the find.

At all times throughout the relevant seasons the service provider must ensure that leaf and/ or blossom fall shall not impede safe passage for pedestrians. Leaf and tree litter shall be removed from play areas and hard-surfaced sports playing areas in order to prevent slip hazards, damage to fine turf/plants or interference to play.

3.1 ANTI-SOCIAL BEHAVIOUR

Anti-social behaviour in parks and green space cannot be accepted or ignored.

The degree of severity can vary, but the service Provider's staff should address minor incidents and problems, as and when observed. Incidents that are more serious should be reported immediately to facilitate further action.

Anti-social behaviour includes, but is not limited to, vandalism, causing an annoyance and inappropriate use of facilities.

3.2 VANDALISM

Upon the discovery of incidences of vandalism, damage or defective facilities the Provider will:

Report all incidences to the Client within a reasonable timeline.

Take steps to make safe anything that is considered to be an immediate risk to the health and safety of site users and/or where there is risk of further damage.

4.0 GREENSPACE EVENTS

The Provider will be required to assist the Client in the management and provision of various events on greenspace. In particular initial site meetings and post event site evaluation will be conducted by the Provider. The Provider will also be required to support community led activities and events as directed by the Client within normal working hours i.e. Mon-Fri 8am – 4pm.

SECTION 2 – SPECIFIC REQUIREMENTS BY ASSET TYPE

The following service standards list features and assets that the Provider will maintain.

These features and assets are to be found across the spectrum of greenspace typologies but not all features will be present on each site.

The Provider will supply method statements for each of the operations listed in the Service Standard Detailed Specification based on sound horticultural practice and as agreed with the Client.

Method Statements relating to the maintenance of each feature type will be reviewed at any time that there are external factors affecting the delivery of the service specification. External factors that may impede upon service delivery include, but are not limited to, changes to legislation, environmental factors, budget reductions.

1 Toilets

The Provider will ensure that toilet facilities, are opened and closed as instructed, cleaned, stocked and maintained.

The Provider will report all necessary repair requests directly to the Client's Property Maintenance Service Provider.

2 Hardstanding

The Provider will treat hard surfaces with herbicide as required.

Hard surface play and sports areas should be maintained free of moss through appropriate application of moss killer and/or mechanical methods.

Footpaths should be treated with herbicide to maintain their usable width at ground level. The Provider will cut back overhanging vegetation that impedes access or reasonable use.

Hardstanding areas include all metalled footpaths, stoned paths, driveways, parking areas, pedestrianised areas, highways, cycleways, gully tops, sports courts, redgra pitches together with any item of a like nature.

3 Gates/barriers

The service provider will ensure that all gates and barriers are closed/locked as appropriate immediately after passing through to maintain the security of sites from unauthorised vehicular access.

4 Ornamental Landscape Features

There are a number of ornamental landscape features, ranging from newly planted to fully or over-mature features, which require regular and appropriate grounds maintenance. Such maintenance requires on-the-spot judgements to be made based on the professional expertise of the operatives and recognised good practice.

4.1 Ornamental Herbaceous Bedding

These beds must be maintained to a high horticultural standard throughout the year, largely free from, weeds and dead or dying plants.

The service provider will supply and plant replacement plants as appropriate.

4.2 Hanging Baskets and Containers

Although these features have been largely removed from Stockport's greenspaces there remain a few in use which are maintained by community groups.

The service provider is expected to report to the client any occurrences when such features are not adequately maintained.

4.3 Wildflower Areas

These can be found as standalone beds or within grassed areas.

The service provider will remove invasive perennial weeds as and when requested by the Client. Also, upon request by the client, the Provider will supply and sow appropriate seed as directed.

4.4 Orchards

These stands of community managed trees require minimal additional maintenance but the Provider may be called upon by the Client to assist the community in controlling woody weed species such as bramble, self-sown trees and shrub growth. The service provider will be responsible for the maintenance of tree ties, stakes and for reporting replacement planting.

4.5 Rose Beds

Rose beds in parks and green spaces have been created to provide a traditional high quality summer display of colour and fragrance. They are important design features, which contribute significantly to the character and beauty of the site often reflecting a particular era, and as such should be subject to careful and considerate maintenance regimes. The service provider will provide:

- Maintenance to a high horticultural standard throughout the year with rose beds that are aesthetically pleasing, free from litter, debris, and 75% free from weeds. Herbicide should not be used on rose beds.
- Good soil condition which should be achieved by the addition of appropriate organic material and fertiliser.
- Plants which are pruned to in accordance with sound horticultural practice, to enhance and promote healthy flowering and general plant vigour.
- Replacement planting with species to match existing as and when necessary.

4.6 Shrub Beds (low maintenance)

These landscape design features are distributed throughout the Borough on greenspace sites. They contribute greatly to the character and appearance of the local area, providing structure, colour, form, and texture to the landscape.

The Provider will maintain these beds to ensure:

- Uniform plant cover at all times.
- The removal of dead / diseased material and self-seeded saplings
- Pruning as required to eliminate nuisance, overhanging and intrusive growth.

- Pruning for access/security/sight-lines: It may be necessary to prune shrubs due to police or Council request.
- Treated for weeds as appropriate.

4.7 Shrub Beds (high maintenance)

These beds are found in high-profile sites to provide structure and form to a landscape design and to provide seasonal interest and displays of texture, colour and fragrance. They provide major horticultural features in their environment, and should be dynamically managed to ensure maximum ornamental year -round display and plant interest.

The Provider will maintain these beds to ensure:

- Uniform plant cover at all times.
- Removal of dead/diseased material and self-seeded saplings.
- Pruning as required to eliminate nuisance, overhanging and intrusive growth.
- Pruning as required by species for health, growth, vigour and flowering on in accordance with good horticultural practice.
- Free of debris.
- Weeds are removed as appropriate.
- Cultivated or mulched soil surface where proscribed.
- Pruning for access/security/sight-lines – It may be necessary to prune shrubs out of specification due to police or Council request.

5 Grassed Areas

Grassed areas have been classified as follows:

- Ornamental
- Amenity
- Long grass regimes
- Sports Turf

5.1 Ornamental Grassed Area

These areas of fine quality turf are normally situated in high profile areas adjacent to features such as herbaceous beds, buildings, rose gardens etc. to provide an aesthetically pleasing backdrop.

The Provider will maintain these areas to provide:

- Grass no longer than 25mm.
- Uniform cut including obstacles.
- Striped finish where appropriate.
- Clean, clipping-free, litter and debris-free finish.
- Green healthy looking sward, free from unsightly weeds / moss / bare patches all year round.
- Paths and surrounds, free of clippings.
- Neatly trimmed perimeter edging during the period March to October. Edge trimming to be undertaken within five working days of the mowing operation.
- A clean, true, vertical edge cut once annually between the period January and March.

5.2 Amenity grass

This type of turf is found on open spaces, recreation grounds, verges etc., and comprises the majority of grassed areas in Stockport. It is crucial to the image and appearance of Stockport Council that these areas are maintained correctly.

The Provider will maintain these areas to provide:

- Neat, attractive appearance with all grass uniformly cut, including perimeter edges and obstacles
- Free of debris and clumps of clippings
- Grass height no greater than 75 mm
- Paths and surrounding edges free of clippings
- Edges to beds should be neatly maintained
- Where grass cuttings are spread onto headstones this must be removed as soon as possible wherever practicable.
- After seeding, turf laying or other renovation operations the contractor shall ensure that all subsequent operations, including mowing, are carried out in a manner such that newly repaired areas are given due consideration and the left undamaged
- Use of herbicide for grass edging is permissible by agreement, but in compliance with neat and attractive appearance. If the height of vegetation exceeds 15cm prior to spraying the service provider must trim the growth prior to spraying

5.3 Long Grass Regimes

At designated sites grass is mown under unique regimes. These regimes will include, but not be limited to, monthly cut, annual cut and annual cut and clear.

The Provider will be instructed, on an annual basis, with regard to specific sites and regimes.

6 Naturalised Bulb Areas

Bulb areas in grass are provided to give seasonal impact, colour and interest. They are much admired by the public, and require both careful and knowledgeable maintenance.

To ensure that the planted material does not degenerate over time they must be allowed to complete their growth cycle before mowing takes place.

The Provider will:

- Undertake the first post-flowering cut no sooner than six weeks following the completion of flowering and no more than eight weeks.
- Clippings will normally be left on site unless otherwise required either following an instruction by the client or at times when high profile sites are detrimentally affected by the presence of grass clippings.
- The area should then revert to the mowing regime of the surrounding grass.

7 Hedges

Hedges have many functions in the design of green space, including compartmentalising sites, screening and providing shelter. They should be maintained to suit their purpose, be aesthetically pleasing, and not cause a nuisance to site users or neighbours.

7.1 Ornamental Hedges

Unless otherwise instructed the service provider will cut the top and each side of the hedge.

The maximum length of extension growth allowable on ornamental hedges will be 300mm.

Unless otherwise instructed the service provider will remove current growth back to the same height, width and general shape as that which existed at the completion of the last approved clipping.

Upon completion of clipping, hedge sides and ends shall be vertical (unless otherwise instructed) and hedge tops square and level. All clippings lodging in the top or sides of hedges will be removed.

Any dead or diseased plant material should be removed and gaps in the hedge should be replenished and protected to ensure continuous cover.

The hedge and base should be free of weeds.

7.2 Field Hedges

Unless otherwise directed by the client the service provider will cut the top and each side of the hedge.

The maximum length of extension growth allowable on field hedges is 600mm.

Unless otherwise instructed the service provider will remove current growth back to the same height, width and general shape as that which existed at the completion of the last approved clipping.

Any dead or diseased plant material should be removed and gaps in the hedge should be replenished.

Due consideration should be given to bird nesting and nature conservation issues in the management of hedges and hedgerows.

8 Sports Pitches

The Provider will be responsible for the maintenance of many outdoor sports facilities. The end users will expect the service provider to be supportive and helpful in the timing and overall provision of a high quality service.

Sports Fields / Soccer and Mini Soccer surfaces will be maintained to the standards required of amenity grass.

All pitches to be marked with clear white lines in accordance with the sports' rules and requirements and be visible from 25 yards at the time of play.

Where provided, posts will be safe, straight, vertical, painted and installed in accordance with rules and requirements of the pitch and sport. The goalposts will be subject to a visual check as and when the Service Provider is undertaking routine maintenance to the pitches. Any obvious signs of wear or damage is to be reported to the Client within a reasonable time.

Goal posts will be removed at the end of the season and appropriately renovated prior to re-installation just prior to the commencement of the following football season.

Appropriate renovation includes but is not limited to rust removal, painting and replacement of nuts and bolts. Where replacement posts are required the Provider shall inform the Client.

During the growing season the playing surface will be maintained to provide a uniform green, healthy sward consistent with the requirements of the sport. Routine maintenance will include, but not be limited to, spiking, harrowing, rolling, top dressing, fertilising and over-seeding.

On designated sites, changing facilities will be cleaned and prepared to ensure they are clean and in good working order and to users' satisfaction.

Designated changing facilities will be staffed as required.

End of season renovations are to be undertaken in a timely fashion to allow for regeneration of the grass sward.

9 Bowling Greens

Bowling greens are very popular games facilities that should be maintained to a level fit for a high standard of play. Greens should be available by noon each working day during the playing season.

The grass sward should be maintained in a healthy, uniform, weed and disease free condition. The grass should be evenly cut, striped across the whole of the surface and no higher than 5mm during the playing season. Dew and worm casts shall be removed from the surface as appropriate prior to mowing operations.

Grass height should be no longer than 10mm outside of the playing season.

The surface should be even and free draining, with no minor defects, which affect the playability of the green. This will include the dispersal of worm casts from the surface of the green.

The edges of the green should be trimmed neatly and be no longer than 10mm.

Channels will be maintained around the perimeter of the green according to site requirements and be kept free from litter, debris and weeds. Restocking with silica sand is to be undertaken as and when directed by the client.

Where channel boards are provided they should be complete, sound, painted, neat and tidy and properly aligned in the channel.

10 Cricket Pitches

Cricket areas typically consist of an outfield, square and the wicket, which is prepared for an individual game.

All out field areas should be maintained to amenity grass standard.

The cricket square should be clearly identified and maintained in a healthy, uniform, weed and disease free condition. The grass should be evenly cut across the whole of the surface and no higher than 10mm during the playing season.

Grass height should be no longer than 15 mm outside of the playing season.

Cricket squares should be even and free draining, with no minor defects, which affect the playability of the green. This will include the avoidance of worm casts from the surface of the square.

Prior to a cricket match a wicket will be prepared that is safe, correctly mown and marked to regulation size and standards.

The grass should be evenly cut across the whole of the wicket and no higher than 3mm with no visible stripes.

After the match, the wicket will be repaired to enable recovery for further matches in the season.

11 Hard Surface Sports Areas

Hard surface sports areas include:

- Multi-use Games Area
- Tennis Courts
- Five-a-side pitches
- Basketball Courts

Porous hard surface sports areas are provided in many parks.

Throughout the designated playing season the surface and surrounds should be fit for play and free from litter, debris, weeds and moss.

Where the courts are dual-use the tennis nets should be erected 1st April and taken down on 30th September, unless otherwise instructed by the client.

Where adjustable tennis nets are in place these will be in good working order and set at the correct playing height.

The surrounding fencing should be safe and in good repair with any defects reported to the client.

12 Arboriculture

The Client will provide a routine tree maintenance programme for the Provider to follow. The maintenance programme will be supplied in adequate time for the appropriate planning and execution of the works.

Additionally, because of the nature of trees, there will be a considerable number of ad hoc tree operations required, depending upon circumstances, for example, but not exclusively, weather conditions, high winds and snow, broken, hanging or fallen branches or trees, vehicle damage and vandalism.

All works undertaken in the maintenance of trees shall be carried out in compliance with relevant current British Standards (3998 & 5837) other relevant BS or BSEN standards.

From time to time, such standards may be superseded, in which case, the most current standard shall be applicable, unless otherwise determined by Stockport Metropolitan Borough Council.

12.1 Arboriculture Miscellaneous

Unless otherwise instructed, all foreign objects, that is, anything thrown or blown into the canopy that is not part of the tree, shall be removed as a matter of course during all operations in tree canopies

Clearance around street lamps, service wires and road signs may be ordered as individual or programmed operations. However, whenever work is carried out in tree canopies during routine operations of whatsoever nature, these tasks shall also be undertaken as a matter of course. This shall normally entail cutting back 1.5 metres from the specified object and must account for clarity of sight lines and visibility of signs.

On no account shall climbing irons or 'spikes' be used during the execution of any operations on live trees.

No sealants or wound paints are to be used unless otherwise specified by the Client.

12.2 24 Hour Tree Emergency Call-Out

The Provider will supply the Client with times, costs, photographic evidence and work details of all out of hours call-outs to greenspace trees within two working days following the event.

Any material stacked left after an emergency operation shall be removed and the site cleared within two working days, unless specifically agreed with the Client for example in the period following major storm damage.

13 Gates and Barriers

The Provider will undertake an annual inspection of all gates and barriers situated on land managed by Greenspace and/or on the Corporate Estate.

Any gates or barriers that are, at the time of inspection, found to be in a dangerous and condition will be made safe without prior approval from the Client.

All routine repair works will be undertaken at a time, method and cost pertinent to each individual occurrence.

14 Natural Environment

The Provider will be responsible for routine and site specific grounds maintenance operations at a range of sites that are managed sympathetically for nature. These will include:

- Local Nature Reserves and other designated wildlife sites
- Country Parks
- Unimproved/semi-improved grassland
- Woodlands
- Hedgerows and ditches

The Provider will ensure that appropriate and sympathetic regimes are in place whilst working within such sites in addition to a general duty of care for habitats and wildlife.

15 Ponds & Water Features

Upon instruction of the Client water bodies, ditches and culverts are to be cleared of litter and other debris giving consideration to safe access. When accumulations cannot be reached safely, they shall be reported to the client, so that appropriate alternative arrangements can be arranged.

Signs of pollution, leakage or infestations should be reported to the Client within a reasonable time.

16 Other site specific features

Stockport's greenspaces contain a wide range of site-specific features that the service provider will maintain fit for purpose. Such features include, but are not limited to, rockeries, performance areas, habitat piles, public art works, layered hedges and areas of Redgra.

Many of the Redgra areas found in greenspace are largely redundant and are maintained in ways simply to keep them safe and clear of weeds i.e. obstructions and treated with herbicide. Where Redgra areas are in good condition the Provider will maintain them in that condition e.g. St Thomas's Park cycle track.

17 Play Areas

The Provider is responsible for the maintenance of all Greenspace managed play areas, including sites managed by the Council on behalf of Stockport Homes Ltd.

The Provider will also provide a reactive, flexible response to undertake small to medium scale works involving steel and timber fabrication, welding, and grinding within normal working hours.

17.1 Inspection

Play sites should be subject to a full technical inspection (as outlined in BSEN1176) not less than once every two weeks.

Detailed records of all inspections shall be maintained by the Provider and made available to the Client as and when required.

All works will be undertaken according to said risk assessments, industry best practice and all other applicable legislation and regulations including but not limited to:

- BSEN1176:2008 (all parts)
- BSEN1177: 1998 (all parts)
- BSEN14974:2006
- BS5709
- PAS30:1998
- BS5696:1979 (where relevant)

Play items and any defects thereon will be risk assessed using the 5 x 5 Risk Assessment Matrix below and relate to the definitions stated.

Risk Assessment Matrix

Probability>>	5	Very High	VL	L	M	H	VH
	4	High	VL	L	M	H	H
	3	Moderate	VL	L	L	M	M
	2	Low	VL	L	L	L	M
	1	Very Low	VL	VL	VL	VL	VL
		Very Low	Low	Moderate	High	Very High	
		1	2	3	4	5	
		Severity>>					

Probability Score	Probability of Occurrence
1 – Very Low	No significant probability; lightning Strike
2 – Low	Minimal probability of occurrence. Requires significant factor or combination of factors to take place. Significant increase in intensity of use.
3 – Moderate	Moderate probability. An added factor is needed to cause an accident. Designed use is unlikely to be problematic, additional factor is required. Covers or guards loose, removed or vandalised. Absent guard rail or barrier at high levels
4 – High	High probability. Accident is probable without any added factor. Glass contaminant in loose fill surface. Exposed sharp edges on equipment.
5 – Very High	Very High probability. If the situation is not addressed an accident is almost certain. Severely worn chains/shackles. Severely damaged surfacing within impact area

Severity Score	Severity of injury
1 – Very Low	No injury likely e.g. damaged or soiled clothing, minor bruising
2 – Low	Minor injury – Laceration or bruising requiring first aid only
3 – Moderate	Injury requiring medical intervention e.g. laceration requiring stitches, sprain, fracture of small bones of hand or foot.
4 – High	Serious injury including hospitalisation for observation e.g. concussion, fracture of long bones of leg/arm, back/neck injuries, fractured skull.
5 – Very High	Severe injury involving the potential for permanent disability e.g. amputation, loss of sight, spinal injury, fatality.

Where defects/hazards are identified with a risk factor of high (12<) immediate action must be taken to mitigate the risk. Mitigating action does not require the pre-approval of the Client.

An electronic report detailing all moderate risks and resulting action should be sent to the Client following each round of Operational Play Inspections.

17.2 Playground Hygiene

Play sites should be subject to a hygiene inspection not less than twice per week by the service provider.

Non-offensive graffiti will be removed by the engineers according to a rolling work programme. Graffiti should be removed using appropriate cleaning solutions/gels and power washing only. Graffiti on playground equipment (including skate parks) should not be painted over except where guidance has been sought from the Client.

The playground inspector will remove any small scale dangerous debris (e.g. glass shards, drinks cans, sharps, dirt or detritus on the play equipment) but should contact the Providers grounds maintenance operations team if the play area requires a full hygiene inspection, e.g. sweep, blow, bin emptying, fly tipping or dog fouling.

18 Cemeteries and Churchyards

Due to the sensitive nature of cemeteries and churchyards the service provider will ensure that all grounds maintenance work is completed in such a manner as to be unobtrusive to visitors.

The Provider shall ensure that noise levels are kept to a minimum. Under no circumstances shall the use of radios, audio equipment, etc. be permitted.

The Provider shall ensure that no damage is caused to monumental masonry and grave kerbstones during the execution of ground maintenance work. All such damage shall be repaired / replaced at the Provider's own expense.

The Provider shall at all times have due regard for items of a personal nature, e.g. flower vases.

18.1 Burial Services

It is not practical for the Client to inform the Provider of the timing of burial services. However operatives should be advised that during the period of the service all work in the immediate vicinity of the service should cease i.e. any work that may impede directly upon attendees at the service.

19 Remembrance Sunday

One calendar month prior to Remembrance Sunday in every year, the Client and the Provider will jointly inspect and produce a detailed list of the condition of the war memorials and surrounding area.

All work detailed below shall be completed before Remembrance Sunday in every year.

19.1 Floodlighting

The Client will arrange for floodlighting of the war memorials in the week preceding Remembrance Sunday.

It is a requirement of this contract that close liaison between the Provider and the Authority's street lighting contractor will occur during ground works in preparation for Remembrance Sunday.

19.2 Sequence of operations

During the week prior to Remembrance Sunday, all grass will be mown and edged.

On the working day prior to Remembrance Sunday, the Provider will clear all leaves and litter from the entire area surrounding the war memorial.

Any graffiti must be reported and removed using appropriate materials.

On the morning of Remembrance Sunday, prior to any services taking place, the service provider will inspect each of the war memorials ensuring that all litter, debris and fresh graffiti is removed and that the site is in a clean and tidy condition suitable for Remembrance ceremonies.

Unless otherwise instructed, the Provider will ensure that Remembrance tributes are removed once their condition has deteriorated or as directed by the Client.

19.3 Attendance duties

The Client may request the attendance of the service providers' staff on the day of Remembrance Sunday.

20 War Memorials

All grounds maintenance activities undertaken by the Provider at and around war memorials must take into account the risk of damage to the infrastructure of the memorial and the sensitivities of working in such areas particularly when tributes remain in place. The locations of all relevant War Memorials will be made known to the Provider through use of on-line mapping technology.

SECTION 3 - GREENSPACE QUALITY MONITORING

The role of the Provider is to prepare greenspaces for use by the community with the aim being to provide sites that are safe, welcoming, clean and well maintained.

The Greenspace survey has been developed to sample the cleanliness and maintenance of the boroughs greenspaces. The survey will capture 900 samples (Transects) in a 12 month period which is split into 600 samples (Tranches) within the two periods spring/summer and autumn/winter.

The survey has been developed from the former NI 195 system which is used to sample the cleanliness of the borough.

Targets are reviewed and set annually and such target setting will take account of external factors including changes to legislation, environmental factors and budget reductions.

APPENDIX D



SERVICE OPERATING SPECIFICATION

Street Care

**(Street Cleansing, Grounds Maintenance, Gulley
Cleansing & Public Conveniences)**

November 2016

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SECTION 2 – SERVICE REQUIREMENTS

SECTION 3 - APPENDICES

- 1 Performance Indicators
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SECTION ONE – GENERAL REQUIREMENTS

1.0 SCOPE OF SERVICES

1.1 The Street Care Service comprises the following elements: Street Cleansing, Grounds Maintenance, Gulley Cleansing and Public Conveniences.

2.0 NORMAL WORKING DAYS

2.1 Normal working days and permitted operating hours are detailed below:

2.2 Street Cleansing:

Day Shift – Monday to Friday 06.30 -14.24hrs

Evening Shift – Monday to Friday 14.30 – 19.30hrs

Night Shift – Sunday Night to Saturday morning 21.30hrs – 05.24hrs

Apart from the Night Shift, Saturday, Sunday and Bank Holidays are covered by overtime (limited service*), this does not include Christmas Day.

*litter bin emptying & cleansing shop fronts and Town Centre.

2.3 Grounds maintenance:

Day Shift – Monday to Friday 06.30 – 14.24hrs

2.4 Gulley Cleansing:

Day Shift – Monday to Friday 06.30 – 14.24hrs

Weekend and Night work covered by overtime as required.

2.5 Office cover provided by SSK Street Care Administration

Monday to Friday 08:00 – 15:00

2.6 Emergencies in core hours Monday to Friday from 06.30 – 15.00hrs will be attended to by the provider at no extra cost.

3.0 TRAFFIC SENSITIVE ROUTES

3.1 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

3.2 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 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.

3.3 The Provider shall note that the Council may during the life of the Service Operating Specification amend the traffic sensitive routes so defined in 3.1

4.0 SCHEDULE OF SITES

4.1 The Service Operating Specification covers the following areas:

- All adopted highways including, passageways, roundabouts and highway grass verges and shrub beds
- High speed highways (as per agreed plan)
- District centres
- Council owned car parks (Grounds maintenance see Appendix 2)
- Public Conveniences. Bus Station, Daw Bank, Town Centre, Stockport, SK1 4AR

5.0 SERVICE INTERRUPTIONS

5.1 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.

5.2 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.

6.0 DEFINITIONS

6.1 Litter and Refuse (Code of Practice on Litter and Refuse) - shall include:

Litter: Includes materials often associated with smoking, eating and drinking that are improperly discarded and left by members of the public or are spilt during business operations as well as waste management operations. Single sack of rubbish should be considered fly-tipping rather than litter.

Detritus: comprises dust, mud, soil, grit, gravel, stones, rotted leaf and vegetable residues, and fragments of twigs, glass, plastic and other finely divided materials. Detritus includes leaf and blossom falls when they have substantially lost their structure and have become mushy or fragmented. A significant and avoidable source of detritus is uncollected grass cuttings that have started to decompose.

Highways – shall include (where adopted):

the carriageway; all pavements; footpaths; passages (including back to back passages); pavement crossings; kerbside radii; roundabouts; service roads; lay-bys; parking areas; car parks; pedestrian refuges; pedestrianized areas; subways; traffic islands; central reservations; shop frontages; recessed doorways directly abutting onto the footway or carriageway; shopping precincts; cycle ways; bridges; recycling sites; drainage channels; gully tops; adjoining verges; grassed areas and other horticultural features together with any item of a like nature.

Carriageway – shall include (where adopted):

those parts of the highway for vehicular use, kerbside radii; roundabouts; service road, lay-bys; parking areas; car parks; central reservations; cycle ways; bus lanes; drainage channels; gully tops; together with any item of a like nature.

Car Park – shall include:

The public car parks the client has a duty to maintain. Soft area – shall include:

Any area within the perimeter of the car park designated as such by the client including the soft areas within and around the car park up to the outer boundary. Hard surface – shall include: All other areas of the car park which fall outside the definition of a soft area. Beds

and Planters – shall include: Any soil bed or container within the car park which is intended for decorative plants and/or shrubs

7.0 Waste Disposal

7.1 The Client will arrange for the disposal of all waste material collected through this SOS, the provider shall be advised of appropriate location(s) and method of disposal for each waste type.

7.2 The Client shall provide all relevant Duty of Care documents for the disposal of waste.

SECTION TWO – DETAILED SERVICE REQUIREMENTS

1.0 Street Cleaning (Mechanical and manual sweeping / litter picking)

1.1 The Provider shall aim to keep all highways and Council Car Parks free from litter, detritus, and rubbish and animal faeces. After visiting or cleansing, the area should be left Grade B (Code of Practice on Litter and Refuse).

1.2 The Provider shall undertake scheduled cleaning with the aim to keep all highways free from litter, detritus, rubbish and animal faeces.

1.3 The Provider shall generate a programme of planned work to maintain service standard to be agreed by the Client, including seasonal variations.

1.4 The Provider shall respond within 2 working days to complaints of highways falling to Grade C and below (Code of Practice on Litter and Refuse)

1.5 The Provider shall not remove litter or clean private land or unadopted highways, passages and pathways, unless authorised and funded by the Client.

2.0 Litter bins on the highway.

2.1 The Provider shall aim to empty litter bins at a frequency that prevents them from overflowing.

2.2 The Provider shall report damaged or missing litter bins to the Client at the end of the shift

2.3 The Provider shall undertake a regular service and respond to reports of overflowing bins by the end of the next working day

2.4 The Provider shall carry out minor repairs to litter bins – hinges, lock replacement, ash trays etc. The Client shall fund and provide litter bins, installation and removal and parts required for minor repairs.

3.0 Fly tipped and other waste removal

3.1 The Provider shall aim to keep highways including the Town and District Centres free of illegally deposited waste

3.2 The Provider shall aim to work with the Public Realm and other relevant Client Officers to ensure fly-tipping is investigated and legal action taken, where appropriate

3.3 The Provider shall remove fly-tipped waste by the end of the next working day of it being requested. This is subject to waste type and quantity and equipment required.

3.4 The Provider shall remove tyres within 2 working days, subject to disposal route constraints.

3.5 The Provider shall not remove hazardous waste (except for tyres)

3.6 The Provider shall not remove fly-tipped waste from private* property unless authorised and / or funded by the Client (*exception to this is land where a Council recycling site has been installed with the agreement of a private land owner)

4.0 Leaf Fall and Blossom

4.1 The Provider shall generate a programme of planned work to remove seasonal leaf fall and blossom prior to it becoming dangerous, to be agreed by the client.

4.2 The Provider shall respond to reports and remove dangerous* wet leaves and blossom within 1 working day. *Dangerous leaf and blossom as defined by the Code of Practice on Litter and Refuse (“substantially lost their structure and have become mushy or fragmented”)

4.3 The Provider shall not remove leaves from private highways, pathways and passages unless authorised and / or funded by the Client

5.0 Removal of debris, spillages, dead animals, broken glass and sharp items

5.1 The Provider shall attend highway traffic accidents and reports of spillages, and debris, such as, dead animals, broken glass and drug litter

5.2 The Provider shall respond to reports and remove or apply the *appropriate treatment of debris, spillages, dead animals and sharp items within 1 working day.

5.3 The Provider shall scan dead domestic animals for the Pet Log number wherever possible

5.4 The Provider shall not remove dead animals, sharps from private property.

5.5 The Provider shall not remove liquid spillage – *unless the appropriate treatment is to sand the liquid and then sweep

6.0 Street Cleansing after Council events

6.1 As agreed with the client and at an additional cost the Provider shall undertake one off cleaning with the aim to keep all highways free from litter and refuse, providing a service that is appropriate to a particular event, as requested by the Client

6.2 The Provider shall not provide a service to any events not requested / authorised or funded by the Client

7.0 Mowing of Highways Grass verges

7.1 The Provider shall undertake scheduled highway grass verge mowing aiming to keep all highway grass verges uniformly cut, free of debris and clumps of clippings, and grass height no greater than 75 mm

7.2 The Provider shall keep surrounding footways free of clippings

- 7.3 After seeding, turf laying or other renovation operations the Provider shall ensure that mowing is carried out in a manner such that newly repaired areas are given due consideration and left undamaged. The Client shall inform the Provider of such sites in a timely fashion.
- 7.4 The Provider may use the appropriate herbicide for grass edging, by agreement with the Client
- 7.5 The Provider shall respond to reports of clippings on the highways within 1 working day.
- 7.6 The Provider shall not carry out mowing of private land or unadopted highways, passages and pathways, unless authorised and / or funded by the Client

8.0 Shrub Beds (low maintenance)

- 8.1 The Provider shall undertake a schedule of shrub bed maintenance to aim to keep uniform plant cover at all times. Removing weeds, dead / diseased material and self-seeded saplings. Pruning as required to eliminate nuisance, overhanging and intrusive growth, access/security/sight-lines
- 8.2 The Provider shall respond to reports of overgrowth impacting on safe use of the highway within 1 working day.
- 8.3 The Provider shall not maintain shrub beds on private land or unadopted highways, passages and pathways, unless authorised and / or funded by the Client

9.0 Field Hedges

- 9.1 The Provider shall undertake scheduled pruning with the aim to keep all field hedges neat and tidy and free from overhanging growth, keeping the maximum length of extension growth allowable on field hedges is 600mm.
- 9.2 The Provider, unless otherwise instructed, shall remove current growth back to the same height, width and general shape as that which existed at the completion of the last approved clipping.
- 9.3 The Provider shall remove any dead or diseased plant material and gaps in the hedge should be reported to the Client.
- 9.4 The Provider shall give due consideration to bird nesting and nature conservation issues in the management of hedges and hedgerows.
- 9.5 The Provider shall respond to reports of overgrowth impacting on safe use of the highway within 1 working day.
- 9.6 The Provider shall not maintain field hedges on private land or unadopted highways, passages and pathways, unless authorised and / or funded by the Client

10.0 Epicormic Growth

- 10.1 The Provider shall undertake the removal of epicormic growth on highway trees giving priority to those trees on main roads.
- 10.2 The Provider shall not undertake epicormics growth removal from trees on Greenspace land or other Council or private land unless authorised and / or funded by the Client

11.0 Community Payback

Joint work between the following parties:

- Cheshire & Greater Manchester Community Rehabilitation
- Solutions SK (SSK)
- Stockport Council

- 11.1 The Provider shall undertake work identified, scoped and programmed in by the Client. Providing supervision (of up to 5 offenders per shift), transport and equipment to carry out waste clearance and ground work on sites identified by the Council
- 11.2 The Provider shall work on land that is unadopted / unregistered or where land maintenance is the responsibility of the Council but where a Council resource is not allocated in its entirety or in part.
- 11.3 The Provider shall not work on land that is private or where Council maintenance schedules are already in place, where paid employees of the Council or SSK work.

12.0 Gully Cleansing

- 12.1 The Provider shall undertake scheduled gully cleansing with the aim to keep all highways gullies (including Council owned Car Parks – see Appendix 2) clear and free running
- 12.2 The Provider shall undertake reactive work as required to attend to blocked gullies.
- 12.3 The Provider shall provide access to the vehicles at Endeavour House for the out of hour's emergency service to attend to flooded roadways subject to appropriately trained staff being available to use
- 12.4 The Provider shall not undertake gully cleansing on private and unadopted gullies unless authorised and / or funded by the Client and in response to the Councils Duty under the relevant legislation, such as, Flood Management

13.0 Public Conveniences

- 13.1 The Provider shall open and close the Public Toilets 7 days a week, Monday to Saturday 06:30 to 18:00 and Sunday 10:00 to 15:00
- 13.2 The Provider shall respond to the Client on complaints of un-opened Borough Public Toilets within 2hrs
- 13.3 The Provider shall not open the Public Toilets on Christmas Day or New Year's Day.

14.0 Cleaning of Public Toilets

- 14.1 The Provider shall aim to clean the Public Toilets 3 times per day and carry out a monthly deep clean.
- 14.2 The Provider shall carry out a daily clean of the Public Toilets including: sweeping and mopping of the floor, graffiti and gum removal, emptying and wiping of the bin and sanitary ware, bowels and urinals.
- 14.3 The Provider shall carry out a weekly spot clean of the walls.
- 14.4 The Provider shall maintain daily cleaning logs.

- 14.5 The Provider shall carry out a monthly deep clean to include scrubbing floors and washing walls
- 14.6 The Provider shall respond to the Client on complaints of unclean Borough Public Toilets within 2hrs including reports of graffiti.

14.7 The Provider shall not carry out cleaning on Sunday unless agreed with the Client

15.0 Stocking of Public Toilets

15.1 To maintain stock of toilet tissue, soap, refuse sacks within all Public Toilets, as required.

15.2 The Provider shall respond to the Client on complaints of unstocked Public Toilets within 2hrs

15.3 The Provider shall not carry out stocking of Public Toilets on Sunday

16.0 Removal of Sharp Items from Public Toilets

16.1 To remove all sharp items within Toilets immediately or within 1 working day if notified by the Client

17.0 Reporting of Faults in the Public Toilets

17.1 To report faults upon a daily basis, including graffiti that cannot be removed

17.2 The Provider shall not carry out reporting of faults on Sunday

SECTION THREE – APPENDICES

Appendix 1 - Performance Indicators - STREETCARE (Street Cleansing, Grounds Maintenance, Gully Cleansing & Public Conveniences)

Street Cleansing (see 1.0 / 4.0 and 5.0)

88% relevant land and highways with acceptable levels of deposits of litter (grade B)

88% relevant land and highways with acceptable levels of deposits of detritus (grade B)

Mowing of Highways Grass Verges (see 7.0)

60% street cleansing sites assessed as satisfactory

Shrub Beds (low maintenance) (see 8.0)

80% street cleansing sites assessed as satisfactory

Field Hedges (see 9.0)

90% street cleansing sites assessed as satisfactory

Gully Cleansing

To be determined subject to procuring new system

Appendix 2 - Schedule – STREETCARE (Street Cleansing, Grounds Maintenance, Gulley Cleansing & Public Conveniences)

Included in this schedule

Street Cleansing

- all adopted highway as per the Council’s records – map layer
- all Council Car Parks as detailed below

Grounds Maintenance

- mowing - all adopted highway as per the Council’s records – map layer
- shrub beds see map layer

Gulley Cleansing

- all adopted highway as per the Council’s records – map layer
- all Council Car Parks as detailed below

Public Conveniences

- Bus Station, Daw Bank, Town Centre, Stockport, SK1 4AR

Variations to the Schedule

The Client may reasonably require the temporary or permanent omission or addition of sites to this schedule. Where upon annual review these variations are shown to impact on the Provider’s ability to carry out its duties to the specification and standards agreed or lead to a reduction in resources required there will be a review of the schedule and associated budget.

Car Parks

Where Annual Grounds Maintenance is not undertaken by SSK as part of the SLA the Community Payback team may be utilised to undertake any work. Where annual Grounds Maintenance is undertaken by SSK as part of the SLA the Community Payback team may only be utilised to undertake ad-hoc work.

Name of Car Park	Location	Vegetation (yes or no)	Annual Grounds Maintenance – undertaken by SSK as part of the SLA
Bramhall Precinct	Bramhall	Yes	Yes
Meadway East	Bramhall	Yes	Yes
Meadway West	Bramhall	Yes	Yes
Bramley Close	Bramhall	Yes	Yes
Massie Street West	Cheadle	Yes	Yes
Church Street	Cheadle	Yes	Yes
Mary Street	Cheadle	Yes	Yes

Name of Car Park	Location	Vegetation (yes or no)	Annual Grounds Maintenance – undertaken by SSK as part of the SLA
Back Massie Street North	Cheadle	No	No
Back Massie Street South	Cheadle	Yes	No
Church Street/Wood Street	Cheadle	No	No
Frances Street	Cheadle	Yes	No
Massie Street East	Cheadle	Yes	Yes
Essex Avenue	Cheadle Heath	Yes	No
Station Approach	Cheadle Hulme	Yes	Yes
Mellor Road	Cheadle Hulme	Yes	Yes
Church Road/Woods Lane	Cheadle Hulme	Yes	Yes
George Street	Compstall	Yes	Yes
George Street - Lower	Compstall	Yes	Yes
Arnold Street	Edgeley	Yes	No
Arnold Street/Hardcastle Road	Edgeley	Yes	No
Bakewell Street	Edgeley	Yes	Yes
Heron Street	Edgeley	Yes	Yes
James Street East and West	Edgeley	Yes	Yes
York Street	Edgeley	Yes	Yes
Bulkeley Street	Edgeley	Yes	Yes
Caroline Street	Edgeley	Yes	Yes
Lomas Street	Edgeley	Yes	No
St Matthews Terrace	Edgeley	Yes	No
Church Road	Gatley	Yes	Yes
Arundel Avenue	Hazel Grove	No	No
Beech Avenue	Hazel Grove	Yes	Yes
Brook Street	Hazel Grove	Yes	Yes
Commercial Road (West)	Hazel Grove	Yes	Yes
Commerical Road (East – Spring Gardens)	Hazel Grove	Yes	Yes
Spring Vale	Hazel Grove	Yes	No
Davenport Road	Hazel Grove	No	No
Torkington Park	Hazel Grove	Yes	No
Brook Street (Small Car Park)	Hazel Grove	Yes	Yes
Finney Lane (Rear Heald Green Hotel)	Heald Green	Yes	No
Didsbury Road	Heaton Mersey	Yes	Yes
Kings Drive	Heaton Moor	Yes	Yes
Derby Range	Heaton Moor	Yes	No
Athol Street	Heaton Norris	Yes	No

Name of Car Park	Location	Vegetation (yes or no)	Annual Grounds Maintenance – undertaken by SSK as part of the SLA
Belmont Street (1)	Heaton Norris	No	No
Belmont Street (2)	Heaton Norris	Yes	No
Bourne Street	Heaton Norris	No	No
Cheviot Close	Heaton Norris	Yes	No
Ellen Street	Heaton Norris	Yes	Yes
Grafton Street	Heaton Norris	Yes	No
Cambridge Street	Heaviley	Yes	No
Hallam Street	Heaviley	Yes	Yes
Heaviley Grove	Heaviley	Yes	No
Brookside Lane	High Lane	Yes	Yes
Buxton Road (Medical Centre)	High Lane	Yes	Yes
Buxton Road (Library)	High Lane	Yes	Yes
Windlehurst Road	High Lane	Yes	No
Chadwick Street	Marple	Yes	Yes
Derby Way	Marple	Yes	Yes
Derby Street	Marple	Yes	Yes
Hibbert/Church Lane	Marple	Yes	No
Hollins Lane	Marple	Yes	Yes
Market Street	Marple	Yes	Yes
Memorial Park	Marple	Yes	Yes
Springfield Avenue	Marple	Yes	No
Townley Terrace	Marple	Yes	No
Brabyns Brow	Marple Bridge	Yes	Yes
Town Street	Marple Bridge	No	no
Longhurst Lane	Marple Bridge	Yes	No
Hogarth Road (North)	Marple Bridge	No	No
Hogarth Road (South)	Marple Bridge	No	No
Offerton Precinct	Offerton	No	No
Banks Lane	Offerton	Yes	Yes
Greystrokes/Holly Street	Offerton	Yes	No
Hulme Street/William Street	Offerton	Yes	No
Marsland Terrace	Offerton	Yes	No
Werneth Street	Portwood	Yes	No
Ashbrook Lane	Reddish	Yes	No
Margaret Street	Reddish	Yes	Yes
Rupert Street	Reddish	Yes	Yes
Romiley Precinct	Romiley	Yes	yes
Dye Lane	Romiley	Yes	Yes
Guywood Lane	Romiley	No	No
Green Street	Shaw Heath	Yes	No
Heathland Terrace	Shaw Heath	Yes	No

Name of Car Park	Location	Vegetation (yes or no)	Annual Grounds Maintenance – undertaken by SSK as part of the SLA
Churchgate	Town Centre	Yes	Yes
Great Egerton Street (January 2016 – removed from SLC, now part of the Town Centre redevelopment, Redrock)	Town Centre	Yes	Yes
Knightsbridge	Town Centre	Yes	Yes
Merseyway Multi-Storey (January 2016 – removed from SLC, now contracted to NCP)	Town Centre	No	No
Newbridge Lane	Town Centre	Yes	Yes
Ritz Cinema	Town Centre	Yes	Yes
Armoury Street	Town Centre	Yes	Yes
Heaton Lane Multi Storey (incl Stairwells)	Town Centre	Yes	Yes
Hopes Carr	Town Centre	Yes	Yes
Bamford Street	Town Centre	Yes	Yes
Edward Street	Town Centre	yes	Yes
Loonies Court	Town Centre	No	No
Banbury Street	Town Centre	Yes	Yes
Lord Street 1	Town Centre	Yes	Yes
Lord Street 2	Town Centre	No	No
Lavenders Brow (10.03.2014 – removed from SLC, now privately leased)	Town Centre	Yes	No
Sun and Castle (Mottram St)	Town Centre - Hillgate	Yes	No
Higher Barlow Row	Town Centre - Hillgate	Yes	No
Welcroft Court	Town Centre - Hillgate	No	No
Canal Street	Town Centre - Waterloo	Yes	No
Chapel Street	Woodley	Yes	No
Redhouse Lane	Woodley	No	No

Appendix 3 – Response Timescales (non-scheduled work) - Street Cleansing, Grounds Maintenance, Gully Cleansing & Public Conveniences

Subject	Target Response Time
Animal Fouling	1 Working Day (by end of next working day)
Litter Accumulation Council Land	2 Working Days
Litter Bin Full	1 Working Day (by end of next working day)
Dead Animal Removal	1 Working Day
Inappropriate Behaviour	2 Working Days
Insurance Claim	5 Working Days
Leaves – Dangerous	1 Working Day (by end of next working day)
Leaves - General	2 Working Days
Road Traffic Collision	1 Working Day
Small Debris on the Highway	1 Working Day
Sharps on the Highway	1 Working Day
Spillage on the Highway	1 Working Day
Broken Glass	1 Working Day
Grass cuttings on highway	1 Working Day (by end of next working day)
Verge Grass Not Cut	10 Working Days
Blocked Gully (defaults to client first)	10 Working Days
Flooded Roadway (defaults to client first)	1 Working Day
Public Toilet Dirty (defaults to client first)	1 Working Day
Public Toilet Damaged (defaults to client first)	1 Working Day
Public Toilet Locked (defaults to client first)	1 Working Day

APPENDIX E



STOCKPORT
METROPOLITAN BOROUGH COUNCIL

SERVICE OPERATING SPECIFICATION

Waste Collection from Council Buildings

(managed by Carillion)

WASTE SERVICE OPERATING SPECIFICATION

Scope of Services

The Company will carry out Waste Services from Council occupied buildings in full accordance with the terms of this Waste Service Operating Specification.

(i) Functions, activities or services to be provided

SSK will provide a fully compliant Waste Management Service in accordance with the Authority's Requirements and current legislation. SSK will be responsible for ensuring that all waste is disposed of in accordance with SMBC recycling targets appropriate proof of quantities disposed of and % to landfill must be demonstrated. SSK are responsible for ensuring that all waste transfer is fully auditable such that the Council can demonstrate how it is compliant with all current waste regulations and aiming for zero waste to landfill.

The UK government's published waste hierarchy is detailed below: -

- prevention
- preparing for re-use
- recycling
- other recovery (for example energy recovery)
- disposal

Key objectives as follows;

- Provide a cost efficient, quality driven maintenance and inspection service, which achieves an optimum standard of maintenance for all assets across the estate.
- Provide a standard of service that helps to provide a positive image of the Authority.
- Encourage staff to develop quality routines and to identify opportunities to improve service delivery.
- Develop staff through training for the mutual benefit of individuals, SSK and the authority.

The service, through modified operation in accordance with this agreement, shall seek to;

- implement an auditable waste management process;
- observe SMBC’s objectives to support the prudent use of resources;
- reduce carbon emissions;
- limit frequency of heavy goods vehicle traffic in the urban setting;

(ii) Monitoring and Review

The Council (SMBC) and THE COMPANY will undertake to achieve effective performance monitoring of services by holding regular meetings between the nominated contact officers at a frequency determined by the operational necessity and as agreed between the key personnel. THE COMPANY will encourage customer feedback through customer satisfaction questionnaires, monitoring of complaints and responding to feedback.

Service Operating Schedule

Schedule Title: Waste Services

Categories of waste to be collected are:

- White Paper
- Cardboard
- Food-waste*
- Dry mixed recyclables
- Unrecyclable mixed waste
- Waste Electrical and Electronic Equipment (WEEE)

The proposed model for temporary storage of waste and the collection and transportation of that waste is as follows:

WASTE TYPE	RECEPTACLE	NOTE
White Paper	360l wheelie bins	
Cardboard	360l wheelie bins	Possibly use Ro-Ro compactor
*Food-waste	*TBC	
Dry mixed recyclables	1100l “Eurobins”	
Unrecyclable mixed waste	Roll on roll off compactor	
WEEE	Small skip	SSK to review

Monitoring Time

SSK are required to actively participate / accommodate any SMBC audit and implement findings of any audit to ensure that the service provided is suitable and sufficient for the Authorities Requirements and current legislation.

Equipment and Materials

The company are to ensure that any material disposal is in line with the current waste regulations.

Health and Safety

The company will demonstrate full compliance with Health and Safety Legislation and must be able to make available upon request by the Council, the following:-

- Full Risk Assessments and Method Statements
- Schedule of regular Tool Box Talks
- Training Matrix
- Induction process of new employees and agency workers, including non-English speaking employees
- Supervisory arrangements
- Workplace Inspections
- Full COSHH Assessments
- PAT testing and maintenance records for equipment
- Calibration records for test equipment
- Lone Working Procedure
- Auditing Process
- Working at Height Procedure
- Driving Company Vehicles Policy
- PPE arrangements
- Signage arrangements
- Control of Sub Contractors including site inductions, audits etc
- Environmental Consideration
- Confirmation of skills, qualifications, any licences for SIA staff, and any necessary DBS or other CRB checks as required

Value for Money

The company will demonstrate value for money by identifying opportunities to improve the servicing offering by considering the frequency of waste collections, reducing the net quantity of waste being sent to landfill, any efficiency through supply chain. The service shall seek to operate efficiently and carefully to deliver financial savings.

Locally Agreed Variances

By exception (for example in the event of bad weather or a special event) SSK may require to vary the daily working regime. This will be managed and agreed in consultation with the SMBC Representative.

Resource Plan

SSK will closely monitor resource to ensure that workload is managed. SSK will have sufficient contingency planning to ensure that the service can be delivered at all times.

Uniforms

All SSK staff will be issued with appropriate work wear. Identification badges will be issued to all members of the service delivery team. The badge will detail the employees name and a passport sized photograph.

Audit and monitoring

The Company shall submit statistical data relating to the service. These statistics will be reviewed collectively with the authority at service review meetings on a quarterly basis.

Targets will be agreed and set for a fixed term to generate improvements.

Staff Conduct

The company shall ensure that staff employed on this contract will adhere to the following:-

- Staff presentation to be of a good standard (including personal hygiene, uniform, footwear etc).
- Staff are polite, courteous and well mannered.
- Staff need to make the right impression and should be seen to be busy, only taking scheduled breaks of the correct length
- Staff shall not distract the client's staff from their duties or impact on them undertaking their duties
- Staff and supervisors should ensure that equipment is of a good standard and in good working order
- Staff and supervisors should ensure that work areas are tidy and well organised and adhere to any Health and Safety procedures in relation to safe working, temporary works etc.

Client Responsibility

The Council will notify the company of any known hazards and any associated risks as appropriate. The authority agrees to make available access to premises as appropriate and the use of welfare facilities whilst undertaking the Waste service provision at these premises.

APPENDIX F



STOCKPORT
METROPOLITAN BOROUGH COUNCIL

SERVICE OPERATING SPECIFICATION

Building Cleaning

(managed by Carillion)

BUILDING CLEANING SERVICE OPERATING SPECIFICATION

Scope of Services

SSK will carry out the Cleaning Services in full accordance with the terms of this Cleaning Service Operating Specification.

(ii) Functions, activities or services to be provided

SSK will provide a cleaning management service in accordance with the Authority's requirements and agreed facility specific needs.

SSK will be responsible for standard cleaning of the Authority's operational estate.

This does not extend to specialist cleaning unless specifically identified within the output specification.

SSK will review SMBC's wider estate portfolio and any existing and specific enhancements/variances to the cleaning service specifications/requirements which have been previously agreed between SMBC and the occupiers/tenants and where these requirements are not aligned with the service standards described within the cleaning specification, SSK will make

minor amendments to the specific service delivery where appropriate to accommodate these requirements, provided that they are considered as “cost neutral”. SSK will identify any facilities within the wider portfolio which require specific services deemed to be outside the agreed parameter, for referral to the variation procedure.

The services provided will include:

- Routine cleaning of the internal and external entrance areas prior to the start of the core building use
- Reactive cleaning service for spillages and accidents within core business hours
- Periodic cleaning to be carried out at intervals where necessary
- External window cleaning
- All areas and elements of the building, including furniture, fittings will be included in the cleaning requirement unless otherwise stated
- Cleaning of kitchen areas will be the responsibility of the Catering Service Provider. Within facilities that have kitchens / tea points but do not have catering service provision the kitchen / tea point area shall be cleaned by SSK cleaning services on a regular basis. The frequency of cleaning to be determined and agreed based on the usage profile.
- High-level cleaning – as defined (up to hand height for general cleaning duties)
- Collection and disposal of waste and recycling materials from dispersed locations within facilities to a central on site point for collection by others.
- Support of SSK’s and the authority’s recycling strategies and initiatives
- Restocking of cleaning products and consumable items where provided by SSK under its contract obligation and re–stocking of consumables provided by the authority (subject to stock availability from the authority’s stores etc.)
- Cleaning of internal and external glass and glazing
- The provision of consumables in relation to support service delivery including toilet paper, hand towels and soap
- Cleaning of walls, fixtures and fittings
- The provision of containers for refuse collection and collection service is not included and will be provided by SMBC’s authorised waste management contractor/authority provider.

The cleaning service will extend to include:

- Floor coverings (hard and soft floor areas)
- Stairs (internal and external)
- Furniture, fixtures and equipment (including soft furnishings)
- Internal finishes, walls, skirting’s and ceilings
- Internal and external glass and glazing
- Toilets and Changing Rooms.

The cleaning service will ensure the provision of a clean and tidy environment consistent with its operational function and it will enable all users of the buildings to do so safely and hygienically. SSK will determine the appropriate frequencies for cleaning to suit the needs of the core services and conduct cleaning of all areas in such a way as to maintain a clean and safe environment for all users; allowing the authority the efficient and effective operational use of facilities.

Key objectives as follows;

- Provide a cost efficient, quality driven cleaning service, which achieves an optimum standard of cleaning for all buildings and areas of the estate appropriate for their use.
- Provide a standard of service that helps to provide a positive image of the Authority and a level of cleanliness which provides an operational and socially acceptable environment for members, visitors and staff throughout the year.

- Encourage staff to develop quality routines and to identify opportunities to improve service delivery.
- Develop staff through training for the mutual benefit of individuals, SSK and the authority.

(ii) Monitoring and Review

The Council (SMBC) and SSK will undertake to achieve effective performance monitoring of services by holding regular (not less than quarterly) meetings between the nominated contact officers at a frequency determined by the operational necessity and as agreed between the key personnel. The Council and SSK will encourage customer feedback through customer satisfaction questionnaires, monitoring of complaints and responding to feedback.

Service Operating Schedule

Service standards for Building and Window Cleaning Service Output specification.

This service specification is based on an output specification which states the standard of cleaning which must be achieved. This provides a more clearly defined standard to audit against and allows the service provider to be flexible, concentrating on more heavily used or prestige areas and flexibility to use the allocated resources in a flexible manner to deliver service.

Required Standards

	ACCEPTABLE ON COMPLETION OF TASK	ACCEPTABLE BETWEEN CLEANING TASKS	UNACCEPTABLE
GENERAL			
Removal of loose debris	Free from litter, debris, dust and loose foreign matter	Debris arising from usage between cleans	Build-up of litter, debris, dust and loose foreign matter
Removal of impacted debris	Free from impacted debris e.g. chewing gum, labels etc	Debris arising from usage between cleans	Build-up of impacted debris
Waste Removal	Free from litter, dust and stain	Not overflowing	Overflowing, stained and with odour
HARD FLOORS e.g. polished, non-polished, vinyl etc			
1.			
a. Spot mop	Dry and free from spillages, removable stains, superficial marks and loose debris	Debris and spillage arising from usage between cleans	Build-up of spillages, removable stains, superficial marks and loose debris
b. Full mop	Has uniform appearances and is dry and free from spillages, removable stains, superficial marks and loose debris	Debris and spillages arising from usage between cleans	Build-up of spillages, removable stains, superficial marks and loose debris. Having a non-uniform finish
2. Scrub	Dry and free from spillages, removable stains, ingrained dirt, scuffmarks and impacted debris. Of uniform appearance	Debris and scuff marks arising from usage between cleans	Build-up of removable stains, spillages, ingrained dirt, scuffmarks and impacted debris. Of non-uniform appearance
3. Burnish/Polish	Dry and free from removable stains, spillages, scuff marks and debris. Has even sheen	Debris and scuff marks arising from usage between cleans	Non-uniform appearance, build-up of removable stains, spillages, loose debris and scuff marks
SOFT FLOORS e.g. carpets, rugs and foot-mats			
1.			
a. Spot clean	Free from visible loose debris, dust, fluff and lint, removable	Debris arising from usage between cleans	Build-up of removable debris dust, fluff, lint

	stains and matter		stains and matter. Accumulation of the above around soft floor edges and bases of furniture
b. Full suction clean	Free from visible loose debris, dust, fluff and lint. Overall even appearance	Debris arising from usage between cleans	Build-up of removable debris, dust, fluff and lint. Accumulation of the above around soft floor edges and bases of furniture
2. Deep Clean	Free from impacted debris, dust, fluff and lint. Overall bright appearance. Free from removable stains. Odour free	Debris arising from usage between cleans	Build-up of impacted and loose debris. Removable stains. Unacceptable odour.
VERTICAL SURFACES AND HIGH LEVEL e.g. walls			
1. Dust	Free from visible loose debris, dust, cobwebs	Debris arising from usage between cleans	Build-up of loose debris and dust on vertical surfaces and at points of contact with horizontal surfaces
2. a. Damp wipe /spot wash	Free from impacted debris, dust and stains arising from usage between cleans	Debris, dust and stains arising from usage between cleans	Build-up of impacted debris and dust on vertical surfaces. Removable stains.
b. Damp wipe/full wash	Free from impacted debris, dust, cobwebs and removable stains/graffiti. Uniform appearance	Debris, dust and stains arising from usage between cleans	Build-up of impacted debris and dust on vertical surfaces and at points of contact with horizontal surfaces. Removable stains, smears
FURNITURE, FIXTURES AND FITTINGS e.g. doors, furniture (e.g. desks clear of clutter), door glazing, radiators, skirting etc			
1. Dust	Free from visible loose debris, dust and cobwebs	Debris arising from usage between cleans	Build-up of loose debris and dust on horizontal surfaces and at points of contact with vertical surfaces
2. Damp wipe /wash	Free from impacted debris, dust, cobwebs and removable stains. Uniform appearance. Dry	Debris, dust and stains arising from usage between cleans	Build-up of impacted debris and dust on vertical surfaces and at points of contact with horizontal surfaces. Removable stains, smears
3. Polish	Dry and free from removable stains, spillages and debris. Has bright even sheen	Debris and marks arising from usage between cleans	Non-uniform appearance, build-up of removable stains, spillages, loose debris, marks and excess polish
SANITARY FITTINGS e.g. taps, sinks and basins etc			
1. Damp wipe /wash	Free from impacted debris, dust, removable stains, body fats and fluids. Uniform appearance. Dry. Odour free	Debris, dust and stains arising from usage between cleans. Residual odour	Build-up of impacted debris, dust and fats on all surfaces and at points of contact with horizontal surfaces. Removable stains, smears
2. Toilet Extract	Free from dust.	Dust	Build-up of impacted dust.

Grilles			
3. Deep Clean	Free from impacted debris, dust, removable stains, body fats, fluids, scale and verdigris. Uniform appearance. Dry. Odour free	Debris, dust and stains arising from usage between cleans. Residual odour	Build-up of impacted debris, dust, fats, scale and verdigris on all surfaces and at points of contact with other surfaces. Removable stains, smears.
GLAZING (internal and external)			
1. Internal Glazing i.e. glass panels, windows and internal window surfaces	Free from finger marks, smears, fine layer of dust on horizontal edges	Marks and smears arising from usage between cleans	Visible heavy dust, heavy finger marks and smearing
2. External Glazing i.e. windows	Free from dirt and build-up of grime on both sides of the exterior facing glass in windows and doors.	Dirt build-up from last clean dependent upon building positioning	Build-up of impacted dirt and grime
Water Coolers			
1. Empty and clean of drip trays	Free from stale water, scum and lime scale.	Not overflowing.	Build-up of impacted dirt and grime/lime scale

Monitoring Time

SMBC propose that routine cleaning will be agreed on a facility by facility basis to ensure that the required standards are in evidence at each facility daily before the start of the authority's business activity

Guide frequencies, upon which the hours of provision and the client charge have been based have been included to assist the audit process by defining on which day(s) the less frequent tasks are to be performed thus reducing the likelihood of disagreement in assessing performance standards.

Guide Frequencies

The table below shows the frequency of each task

Offices	
Task	Frequency per week
Removal of waste	
Remove waste	5
Damp wipe / wash waste receptacles	1
Soft Floors	
Spot suction clean	4
Full suction clean	1
Hard Floors	
Dust mop / spot mop	4
Full mop	1
Vertical Surfaces	
Spot Clean	5
Furniture / Fixtures / Fittings / Work Surfaces	
Dust / damp wipe	4
Damp wipe/polish	1
Other Furniture / Fittings	

Spot Clean	4
Dust / damp wipe	1
Washroom / Shower Rooms / Medical Rooms	
Task	Frequency per week
Removal of waste	
Remove waste	5
Wash waste receptacles	1
Hard Floors	
Sweep / full mop	5
Vertical and High Level Surfaces	
Partition / cubicle walls damp wipe / wash	1
All surfaces spot clean	5
All surfaces dust / damp wipe	1
Sanitary Surfaces / Hand Contact Areas	
Damp wipe / wash	5
Mirrors / Dispensers	
Damp wipe / wash	5
Furniture / Fixtures / Fittings	
Dust / damp wipe	1
Consumables	
Replenish toilet rolls, soap etc	5
Check Clean	
Tasks as required, to return to standard	10
Glazing	
Task	Frequency per month
Internal Glazing	1
External Glazing	As defined in the specification – building specific. See Appendix 1
Water Coolers	
Task	Frequency per month
Empty, clean and descale	1

PERIODIC CLEANING (where requested in the service)		
Element	Interval	Cleaning Function
Floors	Annually	Restore hard floor protective surfaces in-line with manufacturers warranties & guidelines as directed
Sanitary areas	Annually	Deep clean sanitary areas
Walls	Annually	Wall washing
Entrance areas	6 monthly or as required	Deep clean carpets
	6 monthly or as required	Wash and clean entrance doors and furniture
Carpeted areas	6 monthly or as required	Deep clean carpets
External glazing	As per appendix a	External window glazing and frames
Internal glazing	As per appendix a	Wash dry and polish external glazing

Exclusions

The below listed assets are excluded from the cleaning service specification and will be dealt with as additional works and subject to quotation upon request.

- Ceiling mounted light fittings
- Removal of medical waste
- Small electrical equipment such as computers, monitors, keyboards, TVs, videos and DVD players
- Fridges (as directed)

Equipment and Materials

SSK are to utilise environmentally friendly consumables for cleaning. Under no circumstances should any bleaching agent be used in any cleaning tasks. SSK is required to follow the BICS approved colour coding for hygiene to prevent any risk of cross contamination.

RED Sanitary appliances and washroom services	BLUE General lower risk areas (excluding food areas)
GREEN General food and bar use	YELLOW Wash basins and other washroom surfaces

SSK is responsible for ensuring all equipment provided for use in carrying out their services is subject to an annual inspection and that user checks are completed prior to each use, including a PAT test.

Health and Safety

SSK will demonstrate full compliance with Health and Safety Legislation and must be able to make available upon request by the Council, the following:-

- Full Risk Assessments and Method Statements
- Schedule of regular Tool Box Talks
- Training Matrix
- Induction process of new employees and agency workers, including non-English speaking employees
- Supervisory arrangements
- Workspace Inspections
- Full COSHH Assessments
- Full equipment list e.g. vacuum cleaners, buffing equipment etc
- PAT testing and maintenance records for equipment
- Lone Working Procedure
- Auditing Process
- Working at Height Procedure
- Driving Company Vehicles Policy
- PPE arrangements
- Signage arrangements
- Control of Sub Contractors including site inductions, audits etc
- Environmental Consideration

Value for Money

SSK will demonstrate cleaning productivity rates across the corporate estate, working in line with BICS recommended productivity rates and demonstrate value for money.

SSK should aim to achieve the following BICS productivity rates per cleaner based on the type of area as shown in the table below.

Building Type	m2 per hour
Library	310
Offices	310
Children Centre	199
Cemetery, Crematorium & Offices	310
Museum	310
Town Hall	310
Educational Buildings (term time only)	199

Locally Agreed Variances

By exception (for example in the event of bad weather or a special event) a manager of a facility may require to vary the daily working regimes. This will be managed and agreed in consultation with the SSK Soft Services Manager.

Reactive Cleaning

A reactive cleaning service will be available throughout the core business hours.

All such requests will be channelled through the Carillion helpdesk via the email propertyhelpdesk@carillionplc.com or Telephone:- 0161 217 6999 and logged accordingly. Where immediate action is required e.g. in the interests of health and safety, the task should be completed and logged retrospectively.

SSK will provide an out of hour's emergency call out service between the hours of 18.31 pm and 06.29 am Monday to Friday, weekends and Bank Holidays at the contracted out of hours rates.

Additional cleans may be requested on an ad-hoc basis e.g. deep clean or cleaning before / after a conference or event and these will be quoted works.

Cleaning Materials and Storage

The cleaning rooms will store consumable products, cleaning equipment and materials. Supplies of cleaning materials will be kept to an appropriate minimum and therefore aid stock rotation and control.

Materials will be used and stored in accordance with the manufacturer's instructions and in accordance with health and safety regulations and Control of Substances Hazardous to Health (COSHH) (Amendment) Regulations 2002.

Materials and Equipment

SSK will provide suitable equipment and materials in order to deliver the cleaning service. Products will be selected that are the most effective and fit for purpose in relation to the different types of internal finishes at the facilities. Where reasonably practicable, these products, materials and substances will be deemed as environmentally friendly.

Consumables

SSK will be given the opportunity to bid for the provision of consumables. Where SSK provides consumables, it undertakes to maintain adequate stocks which will be stored in cleaner's stores.

SSK undertakes to monitor usage at a local level and will arrange for items to be replenished on a regular basis via its dedicated supplier.

If the Council does not require SSK to provide consumables, SSK:

- will maintain an appropriate stock of consumable items provided through the authority's internal supply arrangements. These items will be stored in cleaners' stores.
- will monitor usage as applicable at a local level and ensure that items are replenished on a regular basis to maintain a continuous supply.

Equipment

SSK will provide the equipment required to deliver the cleaning service.

All equipment used in the delivery of cleaning services will meet British Safety Standards and will be subject to regular visual safety inspections and PAT testing.

Resource Plan

SSK will produce an appropriate cleaning staff resource plan for each facility to meet the level of service required.

Uniforms

All cleaning staff will be issued with appropriate work wear. Identification badges will be issued to all members of the service delivery team. The badge will detail the employees name and a passport sized photograph.

Building Security and Key Holding

Some cleaning operations will take place when establishments are unoccupied. In such cases SSK will ensure that immediately after cleaning is completed, all lights are turned off, all windows and doors are closed. In the event that a client or nominated person is not available, then SSK may be required to hold keys and be responsible for the security of the building.

Audit and Monitoring

As part of a Quality Assurance System the monitoring of the cleaning service will be undertaken by three distinct methods:

- By the cleaning operative
- By the Cleaning Supervisor
- By the Contract Management Team (Representatives from the Authority, the Authority's Managing Agent and SKK Representative Manager)

In all cases the cleaning service will be monitored against the service standards agreed between the authority and SSK.

Monitoring by Cleaning Operative

Upon completion of a task, the cleaning operative will check to ensure that the task has been carried out to the required standard.

If the cleaning operative is unable to carry out the task, for whatever reason, i.e. the room is subject to unscheduled use, the cleaning supervisor will be informed. If the above is not practicable or the cleaning supervisor cannot rectify the problem, the site management team will be made aware of the problem. They will then take appropriate action to remedy the situation.

A system will be in place to ensure that any uncompleted tasks can be communicated to the Carillion help desk to enable coordination to complete the task prior to business use in the morning. If the above is not practicable the authority representative or facility representative will be made aware of the situation/problem.

Monitoring by the Cleaning Supervisor

The cleaning supervisor, in addition to ad-hoc monitoring whilst visiting and walking the facilities, will undertake daily/weekly quality checks for each area. All results will be recorded on a weekly report sheet. Where problems are detected, the cleaning supervisor will bring them to the attention of the cleaning operative(s) responsible for the area. Problem areas will be revisited to ensure that the standard of service has been corrected. All actions taken will be recorded on the weekly report. The weekly report will be submitted to the Authority's Managing Agent who will use the information to monitor the ongoing progress of the service.

Monitoring by the Contract Management Team

At periodic intervals, members of the contract management team will undertake ad-hoc monitoring of the facilities to assess the standard of cleanliness against the Authority's requirements.

The Contract Management Team shall carry out bi-monthly (every two months) audits across the corporate estate utilising a pre-defined scoring matrix to be agreed. Copies of the audits once completed are to be provided to the Authority's Managing Agent.

A performance report detailing the standard of performance achieved in the reporting month is to be provided to the Authority's Managing Agent by working day 3 of the subsequent month. Format of the monthly report to be agreed between the parties.

SSK will be subject to a full health, safety and quality audit on an annual basis. SSK will provide to Carillion proof of annual ISO accreditation and findings by its quality auditors on an annual basis.

Cleaning Staff Conduct

SSK shall ensure that staff employed on this contract will adhere to the following:-

- Cleaning staff presentation is of a good standard (including personal hygiene, uniform, footwear etc). This is of particular importance for staff members who work within occupied buildings and are carrying out duties whilst clients are in situ
- Cleaning staff are polite, courteous and well mannered.
- Cleaning staff need to make the right impression and should be seen to be busy, only taking scheduled breaks of the correct length
- Cleaning staff shall not distract the clients staff from their duties or impact on them undertaking their duties
- Cleaning staff should ensure that consumables are well stocked in toilets during their cleaning regime
- Cleaning staff and supervisors should ensure that the cleaning equipment is of a good standard and in good working order
- Cleaning staff and supervisors should ensure that the cleaning cupboards are tidy and well organised and adhere to any Health and Safety procedures in relation to storing of chemicals etc.

Personal Items

Any personal items found will be treated as lost property and should be handed to the Authority's Managing Agent at the first available opportunity. All reasonable effort should be made to return items to the owner if it is obvious who owns the item e.g. wallet, purse etc. If out of hours, items must be kept in a secure location until the owner can be found.

Client Responsibility

The Council will notify SSK of any known hazards and any associated risks as appropriate. The client agrees to make available access to premises as appropriate and the use of electricity and hot water for the purpose of undertaking the cleaning at these premises.

APPENDIX G



STOCKPORT
METROPOLITAN BOROUGH COUNCIL

SERVICE OPERATING SPECIFICATION

Public Space CCTV, Control Room and Patrol*

*details to follow for Patrol

November 2016

CONTENTS

SECTION 1 - GENERAL REQUIREMENTS

SECTION 2 – SERVICE REQUIREMENTS

SECTION 3 - APPENDICES

- 4 Performance Indicators
- 5 Public Space CCTV Locations

SECTION ONE – GENERAL REQUIREMENTS

1.0 SCOPE OF SERVICES

1.1 The Public Space CCTV and Control Room Service comprises the day to day management, monitoring and maintenance of all Public Space CCTV, out of hours message handling and support to the public, emergency services, other public bodies, partner agencies and Stockport Council

2.0 NORMAL WORKING DAYS

2.1 The normal core hours of the main services are as follows:

2.2 **Public Space CCTV:**
24 hours a day, 365 days a year

2.3 **Control Room:**
24 hours a day, 365 days a year

3.0 SCHEDULE OF SITES

3.1 The Service Operating Specification covers the Public Realm CCTV sites listed in appendices 2

4.0 SERVICE INTERRUPTIONS

4.1 The Provider is not responsible for loss of services through external power outage (beyond emergency power supply back up)

5.0 DEFINITIONS

5.1 Public Space CCTV – CCTV surveillance of public space, space that is open to the air and accessible to all.

SECTION TWO – DETAILED SERVICE REQUIREMENTS

1.0 Management of Public Space

1.1 The Provider shall manage the Public Space CCTV system on a day to day basis ensuring compliance with all relevant legislation, national and local Codes of Practice.

1.2 The Provider shall manage any sub-contractors

1.3 The Provider shall liaise with Greater Manchester Police

1.4 The Provider shall maintain system performance, producing statistics, reports and act as liaison with other Local Authorities and agencies in order to promote best practice and value in service delivery.

1.5 The Provider shall ensure all staff involved in CCTV Operations:

- hold a licence in CCTV as set out by the Security Industry Authority.
- have the appropriate level of knowledge and understanding of relevant legislation, codes of practice and local protocols.
- have clearance from GMP (a condition of the Airwave Radio licensing procedures issued by the Cabinet Office).

1.6 The Provider shall ensure transfer of data and surveillance conforms to relevant Codes and legislation, including the recording and retention of associated documents

2.0 Monitoring of Public Space CCTV

2.1 The Provider shall carry out reactive and proactive monitoring in accordance with SMBC Public Space CCTV Operational Code of Practice and associated legislation and national Codes of Practice

2.2 The Provider shall carry out Directed Surveillance in accordance with the Regulation of Investigatory Powers Act 2000 and the locally agreed Partnership Protocol

2.3 The Provider shall receive, review and make decisions on requests from GMP to access the system

2.4 The Provider shall ensure that all Public Space cameras record 24 / 7, 365 days / year (subject to maintenance). Record images onto hard drives, keeping for a period of 31 days before being electronically erased

2.5 The Provider will ensure a reactive response to incidents and proactively monitor hotspots and known areas of Anti-Social Behaviour

2.6 The Provider shall produce statistical information on incidents – monthly.

2.7 The Provider shall not view all cameras actively on screen 24/7 365 days.

3.0 Maintenance of Public Space CCTV

3.1 The Provider shall maintain the system so that it is fit for purpose carrying out regular/periodic service checks to include cleaning of any all-weather domes or housings, checks on the functioning of the equipment and any minor adjustments that need to be made to the equipment settings to maintain picture quality.

3.2 The Provider shall replace equipment which is reaching the end of its serviceable life, with agreement from the Client.

3.3 The Provider will provide new systems as requested (and funded) by the client

3.4 The Provider shall liaise with all relevant parties when maintenance or possible temporary disconnection of camera that may affect services may be required.

3.5 The Provider shall ensure the system produces images of evidential quality

3.6 The Provider shall carry out repairs within 5 days or notify the client of any extended delay and records kept and shall produce a full faults report to the Client every 7 days and carry out an annual maintenance review of Public Space cameras

3.7 The Provider shall ensure emergency attendance is available to rectify faults where required

3.8 The Provider shall provide technical expertise, support, and development of operating systems, equipment and liaison with manufacturer

3.9 The Provider shall not be responsible for renewal, vandalism, theft or accidental damage by a third party unless authorised and funded by the Client

4.0 Privacy and Data Protection

- 4.1 The Provider is responsible for the processing of any CCTV related personal data ensuring that personal data is processed in accordance with the Data Protection Act 1998
- 4.2 The Provider shall process requests made by GMP and the Council under section 29 and 35 of the Data Protection Act 1998 and Subject Access Request in accordance with relevant Codes of Practice and Legislation. The Provider shall review relevant footage within 10 days of receipt of request form from the Client and provide the relevant footage on a disc, redacting data that identifies third parties.
- 4.4 The Provider shall ensure that material recorded on CD, etc will be registered and retained for only as long as is required, passed on or destroyed. The associated records will be kept for 3 years
- 4.4 The Provider shall ensure that “Privacy Zones” are in use as required ensuring that appropriate software is utilised to ensure the interior of any private residential properties within range of the system is not surveyed by the camera
- 4.4 The Provider shall not directly receive, authorise or respond to requests for footage / data other than those from GMP
- 4.5 The Provider shall not carry out Privacy Impact Assessments unless authorised and funded by the Client.
- 4.6 The Provider shall not provide signage unless authorised and funded by the Client.
- 5.0 Out of Hours messaging and call handling**
- 5.1 The Provider shall receive and handle calls outside of normal office hours and record and action in accordance with call out procedure
- 5.2 The Provider shall record all calls and actions taken and circulate incident log to relevant Client and provider contacts
- 5.3 The Provider shall not carry out call handling during normal office hours.
- 6.0 Support to emergency services and other public bodies**
- 6.1 The Provider shall respond to emergency situations 24 / 7, 365 days / year receiving calls and directing information to and from key personnel such as Forward Incident Officer, Silver Command, and Operational on call supervisors.
- 7.0 Deployable CCTV**
- 7.1 The Provider shall process requests for the temporary deployment of deployable CCTV cameras as requested by the Client.
- 7.2 The Provider shall assess the requested location for suitability, arrange the movement of the deployable CCTV cameras and ensure connectivity to the Control Room as authorised and funded by the Client.
- 7.3 The Provider shall not provide signage unless authorised and funded by the Client.

SECTION THREE – APPENDICES

Appendix 1 - Performance Indicators - Public Space CCTV and Control Room Service

Service	Performance / Monitoring method	Performance Standard
Management of Public Space CCTV	<p>Performance will be monitored through monthly Client / Provider Operational Meetings.</p> <p>Up to date records confirming Security Industry Authority licences are held and are current – reviewed annually by Client.</p> <p>Up to date training records – reviewed annually by Client.</p> <p>Up to date records confirming GMP clearance are held and are current – reviewed annually by Client.</p>	100% compliance
Monitoring of Public Space CCTV	<p>Performance will be monitored through monthly Client / Provider Operational Meetings.</p> <p>Monitoring reports will be produced by the Provider on a monthly basis</p>	N/A
Maintenance of Public Space CCTV	Performance will be monitored through monthly maintenance reports collated by the Provider and discussed at the monthly Client / Provider Operational Meetings.	Repairs completed within 5 days or client notified.
Privacy and Data Protection	Client Audit – twice yearly	100% compliance
Out of Hours messaging and call handling	Performance will be monitored through monthly Client / Provider Operational Meetings.	
Support to emergency services and other public bodies	Performance will be monitored through monthly Client / Provider Operational Meetings.	
Deployable CCTV	Performance will be monitored through monthly Client / Provider Operational Meetings.	

Appendix 2 - PUBLIC SPACE CCTV LOCATIONS – Public Space CCTV, Control Room

Public Space CCTV Locations

Town Centre	
Camera Number	Location
1	Millgate/Newbridge Lane (Arden Arms)
2	Rear of Asda
3	Bakers Vaults
4	Market Place
5	Churchgate/Wellington Street
6	Lower Hillgate / Wellington Street
7	Churchgate (Robinsons brewery)
8	St. Petersgate/High Street
9	Great Underbank/Little Underbank/Deanery Way
10	Turning Circle/Barclays Bank/Merseyway precinct
13	A6 Wellington Road South/Heaton Lane
14	A6 Wellington Road North/St Petersgate/Exchange Street
15	A6 Wellington Road North/Grand Central
16	A6 Wellington Road North/Edward Street/Greek Street
17	A6 Wellington Road North/Stockport College
55	Chestergate Taxi Rank
57	Wellington Road North Belmont Bridge
58	Wellington Road North Belmont Bridge
59	St Peter's Square/Rock Row
60	Co-op bank/St Peter's Square
61	St Petersgate/Lord Street
Portwood Roundabout / M60 Gateway	
Camera No.	Location
20	Warren St / Great Portwood St
21	Great Portwood St Traffic Island
22	Great Portwood St / Marsland St
23	St Mary's Way / Portwood Roundabout
24	Carrington Road / Portwood Roundabout
25	Inside Portwood Roundabout
26	Inside Portwood Roundabout

27	Inside Portwood Roundabout + Public Help Point
28	Inside Portwood Roundabout
29	Inside Portwood Roundabout + Public Help Point
30	Water St / Tesco
31	Marsland St / Tesco
32	Tiviot Way / Portwood Roundabout
Town Centre Car Parks	
Camera No.	Location
18	Newbridge Lane + Public Help Point
19	Newbridge Lane
36	Heaton Lane + Public Help Point
Portwood Roundabout / M60 Gateway	
Camera No.	Location
34	Garners Lane/Barnfield Road West, Adswood and Bridgehall
35	Station Approach, Cheadle Hulme
37	Commercial Rd, Hazel Grove + Public Help Point
38	Armoury St, Edgeley + Public Help Point
39	Mellor Rd, Cheadle Hulme + Public Help Point
40	Bramley Close, Bramhall
41	Bramhall Precinct + Public Help Point
42	Meadway, Bramhall+ Public Help Point
43	Meadway, Bramhall+ Public Help Point
44	Romiley Precinct + Public Help Point
45	Romiley Precinct + Public Help Point
46	Romiley Precinct + Public Help Point
47	Massie St, Cheadle + Public Help Point
48	Massie St, Cheadle
49	Massie St, Cheadle
50	Massie St, Cheadle + Public Help Point
56	Houldsworth Square, Reddish
64	Stockport Road, Romiley
65	Stockport Road, Romiley
68	London Road, Hazel Grove (opposite American Golf)
69	London Road, Hazel Grove (Vernon Building Society)
72	Cuddington Crescent Shopping Parade, Adswood - Bridgehall
73	Castle Street/Greek Street/Mercian Way, Edgeley
74	Mercian Way/Booth Street, Edgeley

75	Caroline Street Car park (Rear Barclays Bank), Edgeley
76	Castle Street/Grenville Street/Mercian Way, Edgeley
77	Castle Street / Bulkeley Street, Edgeley
78	Stockport Road/Station Road, Marple
79	Stockport Road/Hollins Lane, Marple
80	Hollins Lane/Co-op Car Park, Marple
81	Chadwick Street Car Park, Marple
82	Church Lane (Pineapple), Marple
83	Derby Street Car Park, Marple
84	Chadwick Street Car Park, Marple
85	Swythamley Road/Walnut Tree Road, Cheadle Heath
86	Prince's St
87	Prince's St
88	Prince's St
89	Prince's St
90	Prince's St
122	Deployable Camera
123	deployable Camera
124	Deployable Camera
125	Deployable Camera
126	Deployable Camera
127	Deployable Camera
128	Deployable Camera
129	Deployable Camera
130	Deployable Camera
135	Deployable Camera
135	Deployable Camera

APPENDIX H



SERVICE OPERATING SPECIFICATION

FLEET MAINTENANCE AND MANAGEMENT

Contents

1. Definitions
2. Obligation and Policy
3. Hire Agreement Period
4. Standard Vehicle Hire Rates (Inclusions / Exclusions)

5. Hire Charge Period & Additional Rates
6. Payment
7. Contract Officers
8. Vehicles Supplied
9. Permanently Fitted Additional Equipment
10. Hirer's Responsibilities
11. Service Inspections and Maintenance
12. Non-Scheduled Repairs
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14. Tyres
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16. Insurance
17. Accident Damage
18. Replacement Vehicles
19. Hire of Additional Vehicles
20. Normal Working Hours and Communication
21. Termination of Hire Contract
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Schedules

1. Vehicles subject to this Agreement

2. Current vehicle hire charges
3. Short term vehicle hire rates
4. Charge rates for chargeable work
5. Call Out rates out of normal working hours
6. Road Call and Recovery charges
7. **Spot Hire of Vehicles from FMS - User's / Hirers Obligations**
8. Vehicle Fair Wear and Tear Guide

1. **Definitions**

"FMS" shall mean Fleet Management Services

"SSK" shall mean Solutions SK Ltd

"Client" shall mean Stockport Metropolitan Council

"The User" shall mean The User Department or external customer to which the vehicles are hired

"S.O.S." shall mean the Service Level Agreement between FMS and The User.

2. **Obligation and Policy**

The current policy of Stockport MBC and Solutions SK Limited is that its vehicle and plant fleet will be managed and maintained corporately through a client role undertaken by Fleet Management Services within Solutions SK Ltd.

Transport management is a specialist function and is subject to a high degree of legislation. Transport, mainly vehicles within the concept, is widely used within the business to varying degrees by departments and as such; the business needs to demonstrate an efficient and effective corporate control of its transport activities.

Responsibility of the Fleet Management Services at the commencement of this Service Operating Specification is;

- To provide a corporate system of vehicle management which, satisfies the requirements of the law and ensures that the best possible economic management of The User's fleet. This may be through external partnership arrangements.
- To procure vehicles as and when requested on behalf of The User and hire such vehicles to The User in accordance with conditions set out in this Agreement.
- To procure fuel and manage the fuel facilities.
- To provide a system of Driver Licence monitoring.
- At the request of The User to provide a driver/operator, training and assessment service at such rates as may be agreed from time to time.
- To procure and manage any necessary Goods Vehicle and/or Passenger Vehicle Operators' Licence as may be required from time to time.
- To appoint a Transport Manager in accordance with any necessary and applicable legislation.
- To provide and maintain a vehicle cleaning facility at the Enterprise and Endeavour House complex.

4. Hire Agreement Period

The period of hire for each vehicle or group of vehicles shall be agreed in writing prior to any additional and or replacement vehicles being procured.

Vehicles may not be hired long term through purchase procurement or contract, without the prior approval of The Users Director or Business Manager. Short-term hire (Spot Hire) will be provided subject to confirmation in writing. It will be assumed that officers requiring short-term hire have authority to request it. Where The User wishes to nominate specific officers to do so, this must be stated in writing.

5. Standard Vehicle Hire Rates

Vehicles will be hired from Fleet Management Services or approved sub-contractors. The standard cost of hire will be based on the vehicle specification and will be agreed prior to the commencement of hire.

The standard hire rates include:

1. Lease charges. (For the purpose of this agreement, the lease charges will be included in those rates as set out in Schedule 2).
2. The hire rate as set out in Schedule 2 include additional items as may be fitted such as alarms, racking systems, roof racks and tow Bars.
3. The additional vehicle or spot hire rates shall be those rates as set out in Schedule 3
4. Road fund Licence
5. Operators Licence
6. Tyres (which includes the provision for fair wear and tear as defined by the Fair Wear & Tear Guide – section 8.)
7. Maintenance (fair wear and tear only)
8. Any specific statutory inspections i.e. LOLER, Insurance inspections, Tank Testing etc.
9. Client Management Fee (Corporate responsibility for Transport Management)
10. 24hr 365-day call out and recovery Service for fair wear and tear.
11. Non fair wear and tear call outs shall be subject to those additional charges as set out in Schedules 4, 5 & 6
12. Fuel management and administration (included in Client Management Fee)

Standard hire rates exclude:

1. Non-fair wear and tear including tyres (accidental damage & abuse)
2. Thief of vehicle or contents
2. Insurance premium

3. Insurance excess charges for accident repairs
4. Callout or recovery attendance for accident damage or abuse.

6. Hire charge period and additional rates

- (a) Fleet hire rates shall be fixed for a period to the end of the fiscal year, with the exception of external spot hires, Vehicle Excise Duty rate and MOT test fee's that may be increased or reduced by the amount of any increase or reduction levied by the Chancellor of the Exchequer or the Department of Transport.
- (b) The vehicle must be used on a single shift operation unless otherwise agreed.
- (c) Reasonable Additional costs to hire rates are outlined within this Agreement and are contained in the schedules. Such cost (unless otherwise stated) will be based on non-fair wear and tear, accident damage, abuse, neglect and additional requirements. The User shall not be adversely treated and entitled to receive on a like for like basis any adjustment, inter-directories agreement or concession, as FMS shall give to any other directorate within the Council.

7. Payment

Hire charges will be invoiced on a monthly basis throughout the agreement period.

- (a) Charges will be invoiced in line with Stockport Council procedures.
- (b) Any Hire charges or other payments due to the Solutions SK may be deducted by way of off-set from payments due to The User.

8. Contract Officer

FMS and The User shall each appoint a contract officer responsible for discharging their obligations under this agreement.

The contract officers appointed by either party shall be deemed to be familiar with those aspects of operational control which are governed by Transport and Health and Safety law and to ensure the authority's continued compliance at all times.

The "Transport Manager", who is currently the Fleet Manager, must satisfy himself that adequate system and procedures are in place in order that compliance with the law may be achieved. In that capacity, he may require information and assistance from The User from time to time in order to achieve this obligation.

The user shall provide all reasonable assistance to the Transport Manager in discharging his duties.

Fleet Management Services (Service Provider & Transport Manager)

Position	Transport Manager		
Name	Alastair Burns	Tel	0161 474 3760
Service User			
Position	Parking, Patrols and waste Manager		
Name	Adam Forbes	Tel	0161 474 3680

9. Vehicles Supplied

- (a) Vehicles supplied will comply fully with all current Road Traffic Legislation.
- (b) Vehicles supplied will comply fully with all current Health and Safety Regulations.
- (c) Vehicle livery will be in accordance with The User’s Corporate Identity Manual and shall not be altered, including signs or signwriting, without the permission of The User after approval by The Council.
- (d) The vehicle replacement policy will be determined by Fleet Management Services in conjunction with The User and reviewed during the period of this agreement. The replacement frequency of specific vehicles can be reduced by agreement with The User following identification of operational and financial benefits.
- (e) The current vehicle replacement policy of the council is that vehicles will generally be replaced after five years or as specified. For the purposes of this Agreement no vehicle shall to be replaced unless agreed by both parties. All new vehicles procured will, wherever possible, or practical, meet the current legislation on low emissions and environmental standards.

10. Permanently Fitted Additional Equipment

- (a) The cost of purchase and fitment of additional equipment (including any additional one off costs of re-spraying of existing vehicles referred to in Schedule 1, shall so as to match The User’s corporate identity) over and above the Standard equipment for a vehicle category shall be charged to the Hirer or by agreement be included in the hire cost prior to procurement.

11. Hirers’ Responsibilities

The User shall:

- a) ensure that the vehicle is used in compliance with all relative legislation and Health and Safety instructions, which are not defined within this document as the responsibility of FMS.
- b) ensure that the vehicle is used only for the purpose for which it has been designed and constructed.
- c) ensure that the vehicle is used only by the Council or for Contracts awarded by the Council.
- d) ensure that the vehicle is not overloaded.
- e) unless otherwise specifically agreed:
 - i) carry out daily checks as required by the manufacture or operators instructions; e.g. engine oil, hydraulic oil, coolant levels, tyre condition and pressure, operations of lights, additional and/or ancillary equipment. (Users at remote sites may wish to carry a stock of bulbs and lenses).
 - ii) carry out minor preventative maintenance as instructed by the manufacturers instructions, e.g. greasing, lubrication and cleaning of equipment (specialist vehicles defined at start of hire).
- f) ensure that the vehicle is maintained in a clean, tidy and unloaded condition.
- g) ensure the vehicle is delivered for routine maintenance in accordance with the scheduled dates and times.
- h) be responsible for reporting any defects of the vehicle to FMS using the Driver Defect Reporting System immediately on discovery and present the vehicle at the designated workshop for inspection of such defects.
- i) report any accident damage to the vehicle to the Council insurance, FMS and present the vehicle at the Workshop for inspection as soon as possible following the incident.
- j) be responsible for the costs of any accident damage.
- k) where requested to do so submit the vehicle for repairs at the designated Workshop whenever a defect or damage is discovered, or when requested to by the Fleet Management Service.
- l) ensure that the vehicle is locked with the alarm set (were applicable) and kept in a secure area when not in use e.g. Depot.
- m) In respect of vehicles which are taken home by employees, the User must ensure that the proposed parking arrangements are satisfactory in so far as the parking location is of low risk from theft or vandalism and particular care is taken to ensure that anti theft devices are working and operated at all times.

Failure by The User to comply with any of the following conditions of hire may result in charges as set out at Schedules 3,4,5 & 6.

12. Service Inspection and Maintenance

- a) The following items shall be included in the standard hire charges payable by The User:
 - (i) Scheduled, regular inspection and preventative maintenance at pre-set intervals.

- (ii) Random quality checks of vehicles and tyres to ensure drivers are carrying out their daily inspection duty.
- (iii) Administration of the Service Schedule including the keeping of all inspection and maintenance records.

b) The following items shall not be included in the standard hire charges payable by The User:

- (i) Movement of the vehicle to and from the FMS Workshop, or other workshop designated by the Transport Manager. Arrangements are available at the appropriate cost for delivery and collection of vehicles by FMS as set out in Schedule 6.

13. Non-Scheduled Repairs

a) The following shall be included in the standard hire charges payable by The User:

- i) Repairs made necessary due to normal wear and corrosion carried out at the FMS designated Workshop during normal working hours.
- ii) Attending breakdown and repairs to vehicles at location other than the FMS Workshop where the vehicle has suffered a failure rendering it unable or unsafe to be driven for wear and tear only.
- iii) Recovery to the FMS Workshop of vehicles for repair work where the vehicle has suffered a failure rendering it unable or unsafe to be driven for wear and tear only. All breakdowns shall be reported to Fleet Management Services representative.

b) The following shall not be included in the standard hire charges payable by The User:

- i) Repairs required due to damage or wear caused by neglect or misuse.
- ii) Accident damage repairs.
- iii) Replacement of damaged lamp lenses or units, mirror glasses or units and associated brackets and wiring.
- iv) Modifications or additional fitments requested by the Hirer.
- v) Any work or purchases commissioned or carried out by The User without authorisation from FMS.
- vi) Roadside repairs and recovery of vehicles made necessary by a failure due to neglect, misuse or damage.

14. Vehicle Cleaning

- a) In such instances, that a vehicle is presented at the FMS Workshop for scheduled or unscheduled maintenance and is, in the reasonable opinion of the Transport Manager, to be in an unacceptable condition, the cost of cleaning will be charged to the User. The User will be given the opportunity of viewing the vehicle before cleaning takes place or where this is impractical for operational reasons photographic evidence may be made available.
- b) The User shall be charged for cleaning:
 - i) When the vehicle exterior is in a condition, which in the reasonable opinion of the Transport Manager indicates lack of regular cleaning or neglect.
 - ii) When the vehicle interior is in an untidy or soiled condition.
 - iii) When the vehicle chassis or mechanical components are in a condition that would hamper the effective maintenance, inspection or repair of the vehicle.
 - iv) When the load-carrying compartment contains material that would hamper the effective operation or safe maintenance, inspection or repair of the vehicle.

15. Tyres

All tyres will be purchased and fitted by the FMS and charged to The User where appropriate.

- a) The following shall be included in the standard hire charges:
 - i) Replacement of tyres made necessary by normal wear of the treaded area, including call out charges, if this is deemed necessary.
- b) The following shall not be included in the standard hire charges:
 - i) Replacement of tyres made necessary by cuts, punctures, sidewall wear, incorrect pressures or any other damage, including any call out charges.
 - ii) Repair of puncture including call out charges.

16. Vehicle Excise Duty

- a) The following shall be included in hire charge:
 - i) Annual renewals of vehicle excise duty appropriate to the vehicle and its use.
- b) The following shall not be included in the hire charge:

- i) Purchase of duplicate vehicle excise duty or operator discs, ID plates made necessary by loss, theft of or damage to the original. (section 4).

17. Insurance

The User shall arrange for the existing insurance services supplied by the Council to be endorsed to recognise The User's interest and such insurance shall continue under the same conditions and exclusions.

Under the current vehicle insurance policy managed through FMS, bodies affiliated to the Council are covered. However, they must be confirmed as affiliated by The User in writing before any hire of vehicles takes place. The User acknowledging this affiliation becomes a guarantor and accepts liability for any non payment of monies due to FMS such as: hire charges, fuel charges, damage charges or any cost which falls within the excess of the authority's vehicle policy (the maximum liability under this affiliation with regard to insurance claims only shall not currently exceed £5000 per claim).

18. Accident damage

FMS on behalf of The User will administer all accident damage claims in conjunction with the Insurance Section of the Council. All Incidents involving vehicles, which result in damage to vehicles or a third party involvement where a claim could be made against the Council and/or The User must be reported on the appropriate accident form and forwarded to FMS and the insurance section for processing, by the next working day following the incident. Vehicles may need to be inspected to verify damage even if no damage is apparent.

SSK shall not be liable for any loss or damage to any vehicle or its contents (unless such damage or loss is as a result of any act of negligence or omission by FMS) whilst parked at the Endeavour House site.

The User shall be responsible for any hire charges until such vehicle subject to any accident repairs (not as a result of any act or omission by FMS) until the vehicle is roadworthy and available for use.

In the event of a total loss, The User shall be responsible for any outstanding hire charges until settlement of any total loss claim by FMS. FMS shall be responsible for the timely progress of such claim.

19. Replacement Vehicles

- a) Replacement vehicles will be supplied as soon as is reasonably possible and to a specification as close as possible to the original vehicle. Such specification shall in any event not be less than the existing vehicle specification to be replaced unless otherwise expressly agreed with The User. Replacement of vehicles from the FMS pool fleet will be available subject to availability of the required type of vehicle.
- b) FMS shall be responsible for sourcing such replacement vehicles and if necessary shall be externally hired. Any vehicles externally hired shall be the responsibility of FMS.
- c) Replacement vehicles will only be supplied following a request in writing to do so by a person authorised by The User to make such a request. Users of specialist or permanently essential vehicles by The User shall be entitled to lodge a permanent request within 1 week for any such replacement.
- d) The following item shall be included in the standard hire charges:
 - i) Supply of a replacement vehicle for any period following unavailability (Over 72 hours of the normal working week) due to scheduled servicing or unscheduled repairs made necessary by normal wear, corrosion or failure. *Note: this does not include warranty repairs.*
- e) The following shall not be included in standard hire charges:
 - i) Supply of a replacement vehicle for any period that a vehicle is unavailable due to repairs made necessary because of misuse, neglect or damage by The User.
 - ii) Supply of a replacement vehicle for any period that a vehicle is unavailable due to accident, which renders the vehicle unroadworthy.
 - iii) Supply of a replacement vehicle for any period following the Hirer being notified that a vehicle has been repaired and is available.
 - iv) Supply of a replacement vehicle for any period following the Hirer being notified that a vehicle is scheduled for maintenance and/or repair and is overdue by 1 working day or more.
 - v) Supply of a replacement vehicle for any reasonable period (exceeding the agreed time to complete such task) that the vehicle is unavailable due to work requested by the Hirer being carried out, e.g. modifications, fitment of additional equipment, signwriting.
 - vi) FMS shall be entitled to charge The User at the Short Term Hire Rate for vehicles temporarily replaced that do not fall within the standard charges. (See Schedules 2 & 3)

In the event of the above, a spot hire rate will be charged if the User requires and requests a replacement.

20. Hire of Additional Vehicles

- a) FMS will supply make necessary arrangements for additional vehicles, which are not already the subject of programmed replacement, as requested by The User from time to time at the 'Short Term Hire Rates'.
- b) The User shall be responsible for all costs of such hire, including the cost of any accident damage incurred.

21. Normal Working Hours and Communication

- a) Normal working Hours

- (i) Monday – Thursday 6.30 a.m. -10:00pm Friday 6:30am – 9:30pm (except Bank Holidays).
- (ii) (Hire Desk) Monday – Fri 7.00 a.m. - 5.00pm (except Bank Holidays).

- b) Outside of Normal Working Hours.

- (i) Saturday 7.00am - 12.00 noon (Workshop open on request)
- (ii) All other times outside normal working hours, which include bank holidays. (See schedule 5)

- c) Contact number (24 hours) 0161 ### ####. Use of this number outside normal working hours may experience a slight delay due to the call being transferred to a stand-by Duty Mechanic.

- d) Response times

Response time from receipt of telephone call to roadside attendance:

- (i) Normal Working Hours. 1 Hour
- (ii) Outside Normal Working Hours 1 Hour 30 minutes

22. Termination of the Hire Agreement

- a) FMS may terminate any individual Hire Agreement for any particular vehicle or vehicles at any time if The User fails to comply with the Conditions of Hire or S.O.S..
- b) Where any Hire Agreement for any particular vehicle(s) is/are terminated by The User, The User shall pay the appropriate hire charge up to the date of the agreed termination.

- c) The Hire Agreement applicable to that particular vehicle shall be terminated in the event of the vehicle being the subject of a Total Loss insurance claim as soon as the claim is settled and payment has been received by the SSK.

23. Premature Termination of the Hire Agreement

If The User wishes to terminate (other than as a result of any breach by FMS) any particular vehicle hire subject to this Hire Agreement prior to the contract end date, The User shall be liable for any costs such as vehicle lease payments, depreciation costs of equipment and/or other costs generated by an early termination of the Agreement where FMS cannot re-hire such vehicle elsewhere within a 1 month period.

24. Variation

This Hire Agreement may only be varied by one or more of the following:

- statute
- changes to contract requirements agreed by both parties

Any changes and their effect on charges will normally take effect from the first day of the following FMS monthly financial period after such notice has been served on the party so affected.

The User may be charged at the discretion of FMS for any costs resulting from any changes or variations.

FMS may be charged at The User's discretion for any foreseeable cost resulting from any costs incurred by The User in carrying out such variation or change.

Either party may request changes to any of the terms of this agreement. Such change including its effect on charges (upwards or downwards) must be agreed by both parties and will take effect one month from the date of the agreement to the change has been notified following agreement.

The User and FMS shall be entitled from time to time to notify the other party affected where personnel changes result of the nomination of a replacement contact officers in this agreement such change shall have immediate effect by the issue in writing to the other party of the name of the new contact officer.