



Corserv Facilities

Service Level Agreement ("SLA")

Between:

Corserv Facilities

(Company number: 12263854) Western Group Centre, Radnor Road, Scorrier, Redruth TR16 5EH

And:

ALTARNUN PARISH COUNCIL – ALTARNUN PC

SERVICE TITLE:	BUILDING CLEANING SERVICE
-----------------------	----------------------------------

Background

Corserv Facilities will provide the Services (as detailed in this SLA) to the Client.

Corserv Facilities is a member of the British Institute of Cleaning Science and has attained ISO 9001:2008 accreditation status.

Dates for Provision

1 April 2023 – 31 March 2024

Price

Corserv Facilities shall provide the Services specified in the Service Specification on a fixed fee basis. The total annual fixed Fee is:

£4,936.57

The Fee will be invoiced monthly and the Client shall pay each invoice within 30 days' of receipt.

Corserv Facilities may increase the Fee on an annual basis with effect from each anniversary of the date of this SLA in line with the percentage increase in the Retail Prices Index and any Foundation Living Wage uplift.

A letter notifying the Client of the new fee will be issued prior to the SLA anniversary and will constitute an amendment to this SLA Cleaning Services. Corserv Facilities will provide the Services as set out in Services Specification at Schedule 1.



The Services will be carried out at the following address Altarnun Public Convenience.

Other services not specified in this SLA will be provided by agreement with the Client at additional cost.

Additional Services

Corserv Facilities can provide additional services such as the opening and closing of premises outside normal business hours (9:00 – 17:00). Such services will be charged separately and billed periodically according to the volume and frequency of use.

For the avoidance of doubt, any Services or Additional Services which are provided outside of normal working hours, or beyond the specified service level, will incur additional charges.

Amendments to the Services

The Services may be varied or increased as agreed between the parties in writing.

Any permanent changes to the areas to be maintained, level of service required, restrictions on access to the premises, or any other change deemed by Corserv Facilities to be material will constitute a Contract Variation and may require a change in the Fee. Any variation will be costed in accordance with the level of current charges. A formal Contract Variation form, showing all changes in the Fee and details of the change in the Service will require a signature by an authorised signatory of the Client before any works are carried out.

Additional items of work are costed on as Additional Services in accordance with this SLA. A written instruction from the Client is required before work can be carried out.

Any variation or addition to the Services shall not be implemented until Corserv Facilities has approved such change in writing (including any variations to the Fee).

Corserv Facilities obligations

Corserv Facilities shall:

- (a) use reasonable endeavours to provide the Services to the Client in accordance with the agreed Cleaning Specification as set out in Schedule 1;
- (b) Supply the necessary equipment, materials and protective clothing as it deems necessary to provide the Services;
- (c) Provide the Services with the appropriate number of staff and hours as it deems necessary;

CORSERV FACILITIES

- (d) Whilst attending the Client's premises to perform the Services, take all reasonable steps to ensure the health and safety of property and persons on that site; and
- (e) Maintain adequate insurance coverage (specifically Employee and Public Liability insurance).

Any change in the level of input does not in itself constitute a failure to fulfil this SLA. On occasion there may be short term absences. Corserv Facilities shall provide the resource it deems necessary to cover the absence (for example by providing staff from other sites or engaging mobile or agency staff). However, Corserv Facilities will only accept liability where the Services are not completed to the agreed standard in the Service Specification and will not accept liability for a lesser number of hours worked over any period. Should there be any differences in the number of hours worked by any Corserv Facilities resources, where the Services have been completed to a satisfactory standard, compensation will not be awarded.

If the Client, acting reasonably, believes that the Services provided by Corserv Facilities do not meet the Services Specification then it should escalate the matter for resolution in accordance with this SLA.

Client's Obligations

The Client warrants that it shall:

- (a) Co-operate with Corserv Facilities in all matters relating to the Services;
- (b) Appoint a manager in respect of the Services to be performed under this SLA. That person shall have authority to contractually bind the Client on all matters relating to the Services;
- (a) Provide, for Corserv Facilities, in a timely manner and at no charge, access to the Client's premises, office accommodation and other facilities (including, without limitation, storage facilities, electricity and/or power points, waste and rubbish disposal facilities) as reasonably required by Corserv Facilities in order to perform the Services;
- (b) Inform Corserv Facilities of all health and safety and security requirements that apply at the Client's premises;
- (c) Take all reasonable actions to ensure the safety of Corserv Facilities resources working at the premises in accordance with the Health & Safety at Work Act 1974 and all other relevant legislation (from time to time in force);
- (d) Not expose Corserv Facilities resources to asbestos or other harmful substances whilst providing the Services; and
- (e) Communicate potential problems as soon as possible; and
- (f) Comply with any other applicable legislation.

If Corserv Facilities performance of the Services is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, Corserv Facilities



shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client. The performance of such work shall be at an additional cost to the Client.

Termination

This SLA may be terminated by either party by the issue of not less than three months prior notice in writing to coincide with the first anniversary of this SLA. After the first anniversary of this Agreement either party may terminate this Agreement by providing 3 months’ notice in writing.

Upon the termination or expiration of this SLA, Corserv Facilities will co-operate with the handing over of the service provision to the incoming service provider, including providing the statutory required TUPE information to protect the terms and conditions of employment of staff transferring to that provider.

Dispute Resolution

If a dispute arises in connection with this SLA then, in the first instance, it shall be referred to Corserv Facilities Operational Lead. If the matter is still not resolved then it shall be referred to Corserv Facilities Contract Manager.

If the dispute is not resolved then it should be referred to Corserv Facilities Cleaning Services Manager (details below) for final resolution:

Corserv Facilities Cleaning Services Manager

Darren Gunn, Director of Operations – Corserv Facilities

Telephone: 07522 709394 or

email: darren.gunn@corservfacilities.co.uk or

by letter to DARREN GUNN, Corserv Facilities Service – Cleaning, *Castle Canyke Road, Bodmin, Cornwall PL31 1DZ*

SIGNED . *D Gunn* **DATE :**

DARREN GUNN for and on behalf of Corserv Facilities

SIGNED **DATE :**

for and on behalf of ALTARNUN PARISH COUNCIL – ALTARNUN PC

Purchase Order Number: