



Bexhill on Sea Town Council – Devonshire Square Public Toilets

I confirm that I agree to the above charge(s) of:

£207.44 + VAT per week

To clean Devonshire Square Public Toilets, twice a day, 7 days per week

Signed:

Date: 15/7/24

Authorisation Name: JMIUER

Company Name: Bexhill on Sea Town Council

Required Start Date: 1/8/24

PO No: 15724



We are a Recognised Service Provider proudly working with the Living Wage Foundation to promote the real Living Wage. We believe in paying a decent wage to our staff, who carry out vital work for many organisations, and therefore provide an alternative Living Wage cost to our clients. This gives them the chance to decide if the Living Wage is right for their organisation. We also pay the Living Wage to all staff in our head office and core functions. The real Living Wage is an independently calculated, voluntary rate of pay that is based on the cost of living. It is higher than the government's minimum and thousands of companies choose to pay these rates to their staff.

The UK rate is currently £12.00, with a higher rate of £13.15 in London, reflecting the higher cost of living in the capital.

Julie Miller
Town Clerk
Bexhil-on-Sea Town Council
35 Western Road
Bexhill-on-Sea
East Sussex TN40 1DU

18 June 2024

Dear Julie,

Re. Bexhill on Sea Town Council – Devonshire Square Public Toilets

Thank you for contacting us regarding the temporary toilet cleaning of the public toilets at Devonshire Square, Bexhill on Sea. We understand that you require a daily cleaning service to the above public toilet and so have provided a quote to complete two cleans per day, 7 days per week through out th the year.

Please find our quote below:

The charge to clean Devonshire Square Public Toilets, twice a day, 7 days per week until the end of April is: **£ 207.44 + VAT per week.**

This quote includes cleaning materials, consumables, and labour to carry out the necessary cleans. It does not include any maintenance or graffiti removal.

Please confirm if you wish us to add this toilet to our schedule of cleans as soon as possible.

The above price is available to be accepted for 60 days from the above date.

All prices are exclusive of VAT. This will be added to our invoice.

All prices are subject to changes in legislation, e.g. Living Wage, NI, Holiday.

Our Payment Terms are: 30 days from date of invoice.

(If TUPE transferral applies to this contract, our costs may require slight alteration in order to match the employees current wage rates and terms and conditions of employment should they differ from our assumptions, as per the current TUPE regulations.)

Please sign the letter below indicating your acceptance of the above costs and return to me. I trust that this information is sufficient for your needs at this stage. However, should you require further information or clarification, please do not hesitate to contact me or Oliver Steele.

Yours Sincerely,



Justin Baker - Director

Wetton Cleaning Services Ltd

Estate House
2 Pembroke Road
Kent, TN13 1XR

Tel: 020 7237 2007
Fax: 020 7237 4259
E-mail: wcs@wettons.co.uk
Website: www.wettons.co.uk

Registered in England No. 473038 Registered Office: Estate House, 2 Pembroke Road, Sevenoaks, Kent, TN13 1XR



DATED 01 JULY 2024

(1) WETTON CLEANING SERVICES LIMITED

and

(2) BEXHIL-ON-SEA TOWN COUNCIL

MASTER AGREEMENT AS OF JANUARY 2024

SUPPLY OF SERVICES AGREEMENT

THIS AGREEMENT is dated 01.07.2024

PARTIES

- (1) **WETTON CLEANING SERVICES LIMITED**, incorporated and registered in England and Wales with company number 00473038 whose registered office is at Estate House, 2 Pembroke Road, Sevenoaks, Kent TN13 1XR (“**Supplier**”).
- (2) **BEXHIL-ON-SEA TOWN COUNCIL** [incorporated and registered in England and Wales with company number **[NUMBER]**] whose [registered] office is at **[REGISTERED OFFICE ADDRESS]** (“**Customer**”).

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this Clause apply in this Agreement.

“Commencement Date”	^{Aug 2024} July 2024 [or such other date as may be agreed by the parties but no later than 30 days from the above date.
“Customer's Equipment”	any equipment, systems, cabling or facilities provided by the Customer and used directly or indirectly in the supply of the Services.
“Customer's Manager”	the Customer's manager for the Service, appointed in accordance with Clause 4.1.
“In-put Material”	all documents, information and materials provided by the Customer relating to the Services and specifications.
“Services”	the services to be provided by the Supplier under this Agreement as set out in Schedule 1 (“Services”), together with any other services which the Supplier provides or agrees to provide to the Customer.
“Supplier's Equipment”	any equipment, including tools, systems, cabling or facilities, provided by the Supplier or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Customer.
“VAT”	value added tax chargeable under English law for the time being and any similar additional tax.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.4 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.

1.5 Words in the singular shall include the plural and *vice versa*.

1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.7 A reference to **writing** or **written** includes faxes and e-mail.

1.8 Where the words **include(s)**, **including** or **in particular** are used in this Agreement, they are deemed to have the words **without limitation** following them. Where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

- 1.9 Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.10 References to Clauses and schedules are to the Clauses and schedules of this Agreement.

2. COMMENCEMENT AND DURATION

- 2.1 The Supplier shall provide the Services to the Customer on the terms and conditions of this Agreement.
- 2.2 The Supplier shall provide the Services to the Customer from the Commencement Date.
- 2.3 The Services supplied under this Agreement shall continue to be supplied for a period of 12 months from the Commencement Date and, after that, shall continue to be supplied unless this Agreement is terminated by one of the parties giving to the other not less than 3 months' notice, such notice to expire no earlier than the first anniversary date, unless this Agreement is terminated in accordance with Clause 9.

3. SUPPLIER'S OBLIGATIONS

- 3.1 The Supplier shall use reasonable endeavours to provide the Services to the Customer in accordance with Schedule 1 ("Services") in all material respects.
- 3.2 The Supplier shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises and that have been communicated to it under Clause 4.1(e), provided that it shall not be liable under this Agreement if, as a result of such observation, it is in breach of any of its obligations under this Agreement.

4. CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall:
- (a) co-operate with the Supplier in all matters relating to the Services and appoint the Customer's Manager in relation to the Services, who shall have the authority contractually to bind the Customer on matters relating to the Services;
 - (b) provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required by the Supplier or any of them;
 - (c) provide, in a timely manner, such In-put Material and other information as the Supplier may reasonably require, and ensure that it is accurate in all material respects;
 - (d) be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from any of its premises in accordance with all applicable laws, before and during the supply of the Services at those premises, and informing the Supplier of all of the Customer's obligations and actions under this Clause 4.1(d) and without prejudice to the generality of the foregoing clear all disks, ledges and shop or other window ledges.
 - (e) inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises;
 - (f) ensure that all Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements;

- (g) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of the Supplier's Equipment, the use of In-put Material and the use of the Customer's Equipment in relation to the Supplier's Equipment insofar as such licences, consents and legislation relate to the Customer's business, premises, staff and equipment], in all cases before the date on which the Services are to start;
 - (h) keep and maintain the Supplier's Equipment in accordance with the Supplier's instructions as notified in writing from time to time and shall not dispose of or use the Supplier's Equipment other than in accordance with the Supplier's written instructions or authorisation; and
 - (i) where the Customer closes a premise(s) where the supplier is providing a service, the Customer will be liable for all costs incurred for the termination of any supplier's operative(s) who are assigned to the site and are not eligible to transfer to new employment under the TUPE transfer regulations; In addition, clause 5.13 and clause 11 still apply for full site and partial site closures.
- 4.2 If the Supplier's performance of its obligations under this Agreement is hindered, prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such hindrance, prevention or delay.
- 4.3 The Customer shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Agreement, subject to the Supplier confirming such costs, charges and losses to the Customer in writing.
- 4.4 The Customer shall not, without the prior written consent of the Supplier, at any time from the Commencement Date to the expiry of 12 months after the termination of this Agreement, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the Supplier in the provision of the Services.
- 4.5 Any consent given by the Supplier in accordance with Clause 4.4 shall be subject to the Customer paying to the Supplier a sum equivalent to 20% of the then current annual remuneration of the Supplier's employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Customer to that employee, consultant or subcontractor.

5. CHARGES AND PAYMENT

- 5.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the charges as set out in Schedule 2 ("Pricing"), which shall specify whether they shall be on a time and materials basis, a fixed price basis or a combination of both. Clause 5.2 shall apply if the Supplier provides Services on a time and materials basis and Clause 5.3 shall apply if the Supplier provides Services for a fixed price. Additionally, clause 4.1(i) will be invoiced at the date of the building closure. The remainder of this Clause 5 shall apply in either case.
- 5.2 Where Services are provided on a time and materials basis:
- (a) the charges payable for the Services shall be calculated in accordance with the Supplier's standard daily fee rates, as amended from time to time in accordance with Clause 5.5 ;
 - (b) all charges quoted to the Customer shall be exclusive of VAT, which the Supplier shall add to its invoices at the appropriate rate;
 - (c) the Supplier shall ensure that every individual whom it engages on the Services completes time sheets recording time spent on the Services, and the Supplier shall

use such time sheets to calculate the charges covered by each monthly invoice referred to in Clause 5.2(d); and

- (d) the Supplier shall invoice the Customer monthly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this Clause 5.2 and Schedule 2 ("Pricing") and Clause 5.4.
- 5.3 Where Services are provided for a fixed price, the total price for the Services shall be the amount set out in Part 1 of Schedule 2 ("Pricing") as amended from time to time in accordance with Clause 5.5. The Customer shall pay the total price to the Supplier in instalments, as set out in Part 2 of Schedule 2 ("Pricing"). At the end of a period specified in Part 2 of Schedule 2 in respect of which an instalment is due, the Supplier shall invoice the Customer for the charges that are then payable plus VAT, calculated as provided in Clause 5.4.
- 5.4 Any fixed price and daily rate contained in Part 1 of Schedule 2 excludes:
- (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by the Supplier for the supply of the Services. Such expenses, materials and third party services shall be invoiced by the Supplier; and set out in Schedule 2
 - (b) VAT, which the Supplier shall add to its invoices at the appropriate rate.
- 5.5 The parties agree that the Supplier may review and increase the charges set out in Schedule 2 ("Pricing") each year during this Agreement by reference to the Retail Price Index at the date 3 months preceding the anniversary of this Agreement, provided that such charges cannot be increased more than once in any 12 month period. This Retail Price Index increase does not apply to the Customers who purchase consumables, materials and washroom services from the Supplier. These products and services will be supplied under a Price Band which is detailed in Schedule 2. The Pricing Band is subject to its own price increases once per year from the 1 April regardless of the anniversary date of the contract and is based upon the current market prices. The Supplier shall give the Customer written notice of any such increase to the services and products supplied to the Customer, at least one month before the proposed date of that increase. If such increase is not acceptable to the Customer, it may, within one month of such notice being received or deemed to have been received in accordance with Clause 19, terminate the Agreement by giving three months written notice to the Supplier.
- 5.6 The Customer shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by the Supplier. Subject to Schedule 1 ("Services"), Part 2, all sums under this Agreement shall be paid by the Customer to the Supplier in full without any set off, counterclaim, deduction or withholding.
- 5.7 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the due date, the Supplier may charge interest on such sum from the due date for payment at the annual rate of 4% above the base rate from time to time of Barclays Bank, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and suspend all Services until payment has been made in full.
- 5.8 All sums payable to the Supplier under this Agreement shall become due immediately on its termination, despite any other provision. This Clause 5.8 is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.
- 5.9 The Supplier may, without limiting any other rights or remedies it may have, set off any amounts owed to it by the Customer against any amounts payable by it to the Customer.
- 5.10 Supplier acknowledges TUPE. If this Agreement is signed prior to the Supplier receiving complete TUPE information then the following will apply:

- (a) It is agreed by the Customer that, in the event the existing contractor is paying a higher hourly rate to the Supervisor or Operative than Wetton, or any other benefits or Terms of Employment, in addition to the statutory requirements, or if anything contained in the TUPE information results in additional costs, the differential will be added to the cost of the contract.
- (b) If the Customer withholds information regarding the outgoing contractor or their existing staff working on site, or there is a dispute over an Operative's status of being employed or a subcontractor, the Customer will be responsible for all costs to Wetton arising from any dispute.
- (c) Where the Supplier incurs additional costs resulting from transferring employee's pension arrangements such as actuary fees or undisclosed contributions in the TUPE information provided, these costs will be charged back to the customer.

5.11 Should 'Defined Benefit Pension Schemes' (LGPS) be part of the TUPE information not previously disclosed then the Supplier reserves the right to recover all costs from the Customer associated with the pension scheme including any pension shortfalls and any other payment associated with the scheme during and after the contract period. Invoice will be raised for the sum as they arise.

5.12 Each Party shall not during the Term and for one year thereafter solicit or accept the service of any employee or subcontractor of the other Party. If a Party should solicit or hire any employee of the other Party (or its Affiliates) as prohibited above, the contravening Party shall pay the other Party an amount equal to one hundred per cent (100%) of the employee's starting base salary with the contravening Party.

5.13 If the customer requires the staffing weekly input hours to be reduced or the number of weeks worked per year to be reduced which has not already been disclosed and included as part of the costs of service then the customer will reimburse the supplier all costs incurred as a result of the variation. Cost incurred will include redundancy, notice paid in lieu, costs incurred to settle any employment benefits entitled to receive, pension cost liability resulting from the implementation of the variation. The supplier will follow the correct employment consultation process and offer alternative work where available in order to minimise any potential redundancy costs that may be incurred.

5.14 In the event of a site closure due to a pandemic or other health reasons, then the customer will be liable to pay all wage costs, redundancy, costs, layoff costs and any other costs incurred by the supplier in order to compensate those staff affected by the site closure.

6. CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY

6.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Supplier, its employees, agents, consultants or subcontractors and any other confidential information concerning the Supplier's business or its products which the Customer may obtain.

6.2 The Customer may disclose such information:

- (a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Customer's obligations under this Agreement; and

- (b) as may be required by law, court order or any governmental or regulatory authority.
- 6.3 The Customer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this Clause 6.
- 6.4 The Customer shall not use any such information for any purpose other than to perform its obligations under this Agreement.
- 6.5 All materials, equipment and tools, drawings, specifications and data supplied by the Supplier to the Customer (including the existing Supplier's Equipment) shall, at all times, be and remain the exclusive property of the Supplier, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to the Supplier, and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.

7. LIMITATION OF LIABILITY - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 7.1 This Clause 7 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Customer in respect of:
 - (a) any breach of this Agreement however arising;
 - (b) any use made by the Customer of the Services or any part of them; and
 - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 7.3 Nothing in this Agreement limits or excludes the liability of the Supplier:
 - (a) for death or personal injury resulting from negligence; or
 - (b) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Supplier.
- 7.4 Subject to Clause 7.2 and Clause 7.3:
 - (a) the Supplier shall not under any circumstances whatever be liable for:
 - (i) loss of profits; or
 - (ii) loss of business; or
 - (iii) depletion of goodwill and/or similar losses; or
 - (iv) loss of anticipated savings; or
 - (v) loss of goods; or
 - (vi) loss of contract; or
 - (vii) loss of use; or
 - (viii) loss of information; or
 - (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
 - (b) the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the

performance or contemplated performance of this Agreement shall in all circumstances be limited to £5,000,000.

8. DATA PROTECTION

The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of the Supplier in connection with the Services.

9. TERMINATION

- 9.1 Without prejudice to any other rights or remedies which the parties may have, the Supplier may terminate this Agreement without liability to the Customer on giving to the Customer not less than one month' written notice:
- (a) the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment; or
 - (b) the Customer commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 7 days of being notified in writing of the breach; or
 - (c) the Customer repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or]
 - (d) the Customer suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
 - (e) the Customer commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party; or
 - (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party; or
 - (g) an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the Customer; or
 - (h) a floating charge holder over the assets of the Customer has become entitled to appoint, or has appointed, an administrative receiver; or
 - (i) a person becomes entitled to appoint a receiver over the assets of the Customer, or a receiver is appointed over the assets of the other party; or
 - (j) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 9.1(d) to Clause 9.1(j) (inclusive); or
- (l) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (m) there is a change of control of the other party.

9.2 On termination of this Agreement for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
- (b) the Supplier shall, within a reasonable time, collect all of the Supplier's Equipment. If the Customer fails to provide access for collection, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping;
- (c) the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination; and
- (d) Clauses which expressly or by implication have effect after termination shall continue in full force and effect, including the following Clauses: Clause 6 (Confidentiality and the Supplier's property), Clause 7 (Limitation of liability), Clause 9.2, Clause 19 (Notices), Clause 20 (Dispute resolution) and Clause 21 (Governing law and jurisdiction).

10. FORCE MAJEURE

10.1 The Supplier, provided that it has complied with the provisions of Clause 10.3, shall not be in breach of this Agreement, nor liable for any failure or delay in performance of any obligations under this Agreement (and, subject to Clause 10.4, the time for performance of the obligations shall be extended accordingly) arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (**Force Majeure Event**), including but not limited to any of the following:

- (a) acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
- (b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- (c) terrorist attack, civil war, civil commotion or riots;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) mandatory compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law);
- (f) fire, explosion or accidental damage;
- (g) loss at sea;
- (h) adverse weather conditions;
- (i) collapse of building structures, failure of plant machinery, machinery, computers or vehicles;

- (j) any labour dispute, including but not limited to strikes, industrial action or lockouts;
 - (k) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this Clause); and
 - (l) interruption or failure of utility service, including but not limited to electric power, gas or water.
- 10.2 The corresponding obligations of the Customer will be suspended to the same extent.
- 10.3 If the Supplier is subject to a Force Majeure Event it shall not be in breach of this Agreement provided that it promptly notifies the Customer.
- 10.4 If the Force Majeure Event prevails for a continuous period of more than three months, either party may terminate this Agreement by giving 7 days' written notice to all the other party. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

11. VARIATION

No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing, on either party's headed paper and signed by or on behalf of each of the parties.

12. WAIVER

- 12.1 A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 12.2 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of any such right or remedy.

13. CUMULATIVE REMEDIES

Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

14. SEVERANCE

- 14.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 14.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15. ENTIRE AGREEMENT

- 15.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this Agreement.
- 15.2 Each party acknowledges that, in entering into this Agreement, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.

15.3 Nothing in this Clause shall limit or exclude any liability for fraud.

16. ASSIGNMENT

- 16.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 16.2 The Supplier may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 16.3 Each party that has rights under this Agreement is acting on its own behalf and not for the benefit of another person.

17. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

18. RIGHTS OF THIRD PARTIES

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

19. NOTICES

- 19.1 A notice or other communication given to a party under or in connection with this Agreement:
- (a) shall be signed by or on behalf of the party giving it;
 - (b) shall be sent for the attention of the person, at the address, e-mail address or fax number specified in this Clause (or to such other address, e-mail address, fax number or person as that party may notify to the other, in accordance with the provisions of this Clause); and
 - (c) shall be:
 - (i) delivered personally; or
 - (ii) sent by commercial courier; or
 - (iii) sent by e-mail
 - (iv) sent by fax; or
 - (v) sent by pre-paid first-class post or recorded delivery; or
 - (vi) sent by airmail requiring signature on delivery.
- 19.2 The addresses for service of a notice or other communication are as follows:
- (a) Supplier:
 - (i) address: Estate House, 2 Pembroke Road, Sevenoaks, Kent TN13 1XR for the attention of: The Managing Director
 - (ii) e-mail address: wcs@wetttons.co.uk
 - (iii) fax number: 020 7252 3277.

(b) Customer: Bexhil-on-Sea Town Council

(i) address: 35 Western Road, Bexhill-on-Sea, East Sussex TN40 1DU

(ii) for the attention of: Julie Miller, Town Clerk

(iii) e-mail address: town.clerk@bexhilltowncouncil.gov.uk

(iv) fax number: [FAX NUMBER].

19.3 If a notice or other communication has been properly sent or delivered in accordance with this Clause, it will be deemed to have been received as follows:

- (a) if delivered personally, at the time of delivery; or
- (b) if delivered by commercial courier, at the time of signature of the courier's receipt; or
- (c) if sent by e-mail, at the time of transmission; or
- (d) if sent by fax, at the time of transmission; or
- (e) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second day after posting; or
- (f) if sent by airmail, five days from the date of posting.

19.4 For the purposes of this Clause:

- (a) all times are to be read as local time in the place of deemed receipt; and
- (b) if deemed receipt under this Clause is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice or other communication is deemed to have been received when business next starts in the place of receipt.

19.5 To prove delivery, it is sufficient to prove that:

- (a) If sent by e-mail, the notice or other communication was transmitted by e-mail to the e-mail address of the party; or
- (b) if sent by fax, the notice or other communication was transmitted by fax to the fax number of the party; or
- (c) if sent by pre-paid first class post, the envelope containing the notice or other communication was properly addressed and posted.

19.6 The provisions of this Clause 19 shall not apply to the service of any process in any legal action or proceedings.

20. DISPUTE RESOLUTION

20.1 If any dispute arises in connection with this Agreement, the parties shall, within 10 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

20.2 If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing (**ADR notice**) to the other party requesting a mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR notice.

20.3 The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.

21. GOVERNING LAW AND JURISDICTION

- 21.1 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 and Wales.
- 21.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1

Services

Part 1

DESCRIPTION OF THE SERVICES TO BE PROVIDED UNDER THE AGREEMENT.

**To Clean Devonshire Square Public Toilets, Devonshire Road, Bexhill-on-Sea TN40 1AB
Twice a Day, 7 Days per Week**

Part 2

Time of performance of the Services is not of the essence. In the event that all or part of the Services have not been performed to the reasonable satisfaction of the Customer, the Customer must immediately after the due date for the performance of part of the Services in question notify the Supplier in writing specifying in reasonable detail how and to what extent the Services were not performed satisfactorily. Provided the Supplier agrees that there has been non-performance, the Supplier shall re-perform the Services in question within three [working] days from the date of receipt of the aforementioned notice or at an agreed alternative time. If such performance is not then rendered within the time limit stipulated, the Customer shall be entitled to compensation ("Compensation"). The Compensation shall be calculated by reference to the time reasonably necessary to perform the non-completed Services in accordance with the terms of this Agreement at the rates set out above. At the Supplier' sole discretion the Compensation shall be deductible either from the next invoice or refunded by the Supplier to the Customer.

SCHEDULE 2

Pricing

Part 1. Price

The Charge is: £207.44 + VAT per Week.

The price is subject to review annually or should there be a change in Government legislation which affects the price of this contract. Any changes in price will be communicated to the customer prior to implementation.


Part 2. Payment

Payment for Cleaning Services delivered is to be invoiced in equal monthly instalments, and paid 30 days after receipt of invoice.

All prices are exclusive of VAT and subject to legislative changes.

Signed by

for and on behalf of
WETTON CLEANING SERVICES LIMITED

A black rectangular redaction box covering a signature.

Signed by [NAME OF DIRECTOR]
for and on behalf of [NAME OF CUSTOMER]

A large black rectangular redaction box covering a signature.