



**7 December 2018**

### **Request**

Will you please post me a copy of the Terms and Conditions; and/or Scope of Works; and/or Terms of Contract; and/or Tender Documents; and/or Service Level Agreement, for the years 2017 and 2018; that the Parish of Grouville are using for the Parish Refuse collection, your appointed contractor being MBM Ltd.

### **Response**

The following documents are attached –

- Grouville Refuse Contract Jersey Gazette notice published 07 January 2017
- MB Municipal Services – tender document for Parish of Grouville Refuse collection 26<sup>th</sup> February 2017
- Paroisse de Grouville – Refuse Collection Agreement 1<sup>st</sup> May 2017 (the contract commenced on 1<sup>st</sup> May 2017 and, unless terminated in accordance with the Agreement, continues until 30<sup>th</sup> April 2022)

The Terms and Conditions, Scope of Works, Terms of Contract and Service Level Agreement are contained within the contract.

The Document issued to interested parties was the draft of the contract.

# Grouville Refuse Contract

**Published by** Grouville

**Type** Parish notice

**Date published** 07 January 2017

Applications are invited from established contractors wishing to tender for the collection, removal and disposal of household refuse and glass from all properties, residential and commercial, situated in the Parish of Grouville.

Copies of the proposed contractual agreement can be obtained from the Parish Hall during normal opening hours.

Interested parties will be required to submit certified tender documents to the undersigned no later than the 31 January 2017 and be prepared to commence with effect from 1 May 2017.

The Connétable and Procureurs du Bien Public do not bind themselves to accept the lowest or any tender.

J.E. Le Maistre  
Connétable

# **MB MUNICIPAL SERVICES**

## **Road and Drain Cleaning Specialists**

La Frambouaise Farm, Rue de la Blanche Pierre, St Lawrence, Jersey, JE31EX

Tel 07797 733880

### **TENDER DOCUMENT FOR PARISH OF GROUVILLE REFUSE COLLECTION**

**26<sup>th</sup> February 2017**

#### **Delivery Approach**

- To collect all the Parish refuse on a weekly basis and dispose of at EFW.
- To collect commercial waste twice weekly and dispose of at EFW
- To collect domestic waste glass on a monthly basis.

#### **Plant and Machinery**

Our plan is to invest in two refuse trucks to undertake this contract; one to work full time on the contract and to have one as back up, so we will be able to provide a seamless operation to the Parish.

#### **Housing of trucks**

We would like to park and operate the trucks from the Parish yard/shed for ease of operation as we have very limited space in our yard. This also reduces operating costs as we can cut down on the traveling time to and from the Parish.

#### **Staffing**

We would need to employ two members of staff to undertake this contract on a four day week basis.

All staff will be issued with uniforms which comply with Health & Safety protocol.

### **Route mapping**

We would want to follow the same routine in the Parish as is already being under taken to avoid any disruption to the Parishioners. We would request that a route map be provided so we could assess the current route and make any necessary changes accordingly to provide a better service. Of course, any route changes deemed necessary – if any – would be made with a reasonable notice period.

### **Health and Safety**

Risk assessment attached

### **Receptacles**

We will only collect refuse and glass in wheelie bins. Trucks will not be loaded by hand as this constitutes a manual handling risk to health.

### **Tender price**

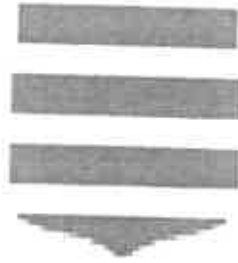
The annual tender price that we feel is appropriate is £1 (one pound) per household per week. We believe that this cost will provide a cost effective service to both the Parish and the Parishioner.

The total price for this tender is **£123,604**

There would be an annual increase of 2% (covers operational costs, fuel increases etc)

Any additional disposal charges would be chargeable to the Parish.

Equal payments would be made on the last day of each month.



Paroisse de Grouville

## Refuse Collection Agreement

1<sup>st</sup> May 2017

## Definitions and Interpretations

1 In the Agreement unless the context otherwise requires the following terms shall have the meanings given to them below:

1.1 **"Agreement"** means this agreement between the Parish and the Contractor consisting of these clauses and any attached Schedules and any other documents (or parts thereof) specified by the Parish.

**"Contract Manager"** means the person for the time being appointed by the Parish as being authorised to administer the Agreement on behalf of the Parish or such person as may be nominated by the Contract Manager to act on its behalf. The Contract Manager for the Parish of Grouville is the Connetable, who may delegate this responsibility to the Parish Secretary.

**"Contractor's Representative"** means the individual authorised to act on behalf of the Contractor for the purposes of the Agreement.

**"Default"** means any breach of the obligations of either Party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either Party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of the Agreement and in respect of which such Party is liable to the other.

**"FOIL"** means the Freedom of Information (Jersey) Law 2011 and any subordinate legislation made under this Law from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

**"General Change In Law"** means a change in Law which comes into effect after the Commencement Date, where the change is of a general legislative nature (including taxation or duties of any sort affecting the Contractor) or which would affect or relate to a comparable supply of services of the same or a similar nature to the supply of the Services.

**"Municipal Waste"** means household waste and commercial and trade refuse as set out in Waste Management (Jersey) Law 2005.

**"Information"** has the meaning given under Article 1 of the Freedom of Information (Jersey) Law 2011.

**“Law”** means any applicable enactment, sub-ordinate legislation within the meaning of Article 10 of the Interpretation (Jersey) Law 1954 passed by the States and confirmed by Her Majesty in Council and any provision of any regulations, Order, rules, scheme or other instrument passed or made in Jersey under the authority or any Order in Council or under any such Law as aforesaid, bye-laws, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or requirements of any Regulatory Body of which the Contractor is bound to comply or the equivalent enactment in England where the context otherwise requires.

**“Party”** means a party to the Agreement and **“Parties”** shall be construed accordingly.

**“Price”** means the price exclusive of any applicable Tax, payable to the Contractor by the Parish under the Agreement, as set out in the Agreement, for the full and proper performance by the Contractor of its obligations under the Agreement.

**“RAG Indicator”** RAG stands for Red, Amber & Green. A RAG indicator is a way of documenting performance against a KPI (Key Performance Indicator). For example using a KPI that is already set in the contract **“The service delivery standards in the Agreement are being met or exceeded”** when you are recording performance against this KPI, if the supplier is performing well and there are no issues it would be recorded as Green, if there are some issues that need to be dealt with it could be recorded as Amber and where there are significant failings that endanger the performance of the service in accordance with the specification it could be recorded as Red.

**“Services”** means the services to be provided as specified in the Agreement.

**“Specific Change in Law”** means a change in Law which comes into effect after the Commencement Date that relates specifically to the business of the Parish, and which would not affect a comparable supply of services of the same or a similar nature to the supply of the Services.

**“Tax”** means Value Added Tax (VAT) / Goods and Services Tax (GST) to the extent that either is applicable.

**“Term”** means the period of duration of the Agreement in accordance with clause 5.

**"Working Day"** -For the purpose of this contract, working day means any day that Refuse or glass may be collected, other than a Sunday, Christmas Day or New Years day.

## **2 The Agreement**

- 2.1 **AGREEMENT** made and entered into BY AND BETWEEN Connétable John E. Le Maistre and Bernard Francis Rebours and Peter Falle, Procureurs du Bien Public, on behalf of the Parish of Grouville in the Island of Jersey (hereinafter called "the Parish"), of the first part; AND MB Municipal Services, La Frambouaise Farm, Rue de la Blanche Pierre, St Lawrence, Jersey aforesaid (hereinafter called "the Contractor"), of the second part.
- 2.2 **WHEREAS** the Parish requires to appoint persons responsible for the collection and transport to nominated treatment or disposal points of municipal waste and glass from all properties situated within the said Parish and **WHEREAS** the Contractor desires to be appointed by the Parish to carry out such collection and transport.

### **NOW IT IS HEREBY AGREED AS FOLLOWS: -**

## **3 The Services**

- 3.1 **THE CONTRACTOR** shall at his own expense and liability arrange for and carry out the collection of Municipal Waste, including household polythene and, without prejudice to the foregoing, but subject to Clause 3.3 hereof, generally all non-injurious waste products, excluding garden waste and building waste, deposited for collection in suitable portable and secure receptacles, or mechanically hoistable container hoppers, by householders, hoteliers, boarding housekeepers, business, religious and municipal establishments generally all properties within the said Parish.
- 3.2 **THE CONTRACTOR** shall arrange and carry out the said collection of Municipal Waste at least once in every week during the period of this Agreement, such collection days to be fixed between the Parish and the Contractor and shall be notified to householders and commercial businesses and those persons mentioned in Clause 3.1 hereof by an advertisement in the "Jersey Gazette" or other suitable media. Furthermore, the Contractor shall, in addition to the foregoing, arrange and carry out the collection of Municipal Waste on one other occasion, at



least once in every week, during the period of this Agreement, from such premises agreed between the Parish and the Contractor as being deemed to be "Commercial Premises" or as requested to ensure no danger to health or the general public.

- 3.3 **THAT** from the provisions of Clauses 3.1 and 3.2 hereof shall be excluded the collection by the Contractor of wire, metal and generally inflammable or combustible waste, hot ash or cinders, waste oils, liquid swill, whole carpets, mattresses and cardboard boxes and cartons which remain rigidly assembled and generally such other waste materials as may from time to time be specified by the Department for Infrastructure as not acceptable for disposal at its plants, sites or premises.
- 3.4 **THE CONTRACTOR** hereby undertakes to arrange and carry out the collection of glass from the premises described in Clauses 3.1 and 3.2 of this Agreement at least once in every month during the period of this Agreement, the collection day shall be arranged and notified as in Clause 3.2 hereof. Such glass shall be kept aside and disposed of separately from all other refuse.
- 3.5 **THE STATES** of Jersey determine what can be disposed of at the Energy from Waste plant and Commercial Recycling point.
- 3.6 **THE PARISH** will allow the refuse vehicles to be parked in the Parish yard as subject to the following
- 1) The vehicles will be parked outside. There will be no access into the Parish shed.
  - 2) Vehicles must be reversed into the yard at the end of the day so that neighbours are not disturbed by reversing warnings in the morning.
  - 3) Vehicles must be empty of Refuse.
  - 4) The Parish accepts no liability for any damage caused to any vehicle parked on Parish land.
  - 5) Maintenance should be carried out at an alternative location. Exceptions may be made with the authorisation of the Connetable and Procureurs only.

## **4 Processing, Treatment and Disposal of Municipal Waste**

- 4.1 All Municipal Waste shall be transported on the day of Collection directly to the processing, treatment or disposal facilities operated by the Department for Infrastructure or its' nominated service partners.
- 4.2 No other arrangements for the processing, disposal or treatment of any Municipal Waste (or other materials collected as part of this Agreement) can be used by the Contractor without the express approval in writing of the Department for Infrastructure and the Parish.
- 4.3 The Parish has ownership of the tonnage information which is currently provided by the Department for Infrastructure.

## **5 Term of Agreement**

- 5.1 **THIS AGREEMENT** shall be for an initial Term of five years with a further two year extension available at the discretion of the Parish subject to satisfactory performance by the Contractor and the maintenance of an acceptable price for the provision of the Services. The initial Term shall commence on the 1<sup>st</sup> May 2017 and shall, unless terminated in accordance with this Agreement, continue until 30<sup>th</sup> April 2022.

## **6 Payment**

- 6.1 THAT in consideration of the Contractor carrying out in a proper manner the undertakings set out herein, the Parish shall pay to the Contractor the sum of £123,604 (£129,784.20 including GST at 5%) payable by means of twelve equal monthly payments of £10,300.33 each, (£10,815.35 including GST at 5%) the said monthly payments to be made as they fall due on the last Working Day of each month during the Term of this Agreement, subject to the adjustments as follows;
  - a) The said annual payment is subject to revision on the first day of May in each year during the remainder of the Term of this Agreement by the same proportion as the number of properties added to the Land and Property Index (LPI) for the Parish of Grouville.

- b) It being further understood and agreed that from (and including) year 2 onwards the said annual payment shall be increased on each anniversary of the date of commencement of this agreement by 2%.
- c) Where developments are constructed or converted into accommodation and do not appear on the Land and Property Index, such number of units will be included in the Land and Property Index total when adjusting the annual payment figure.
- d) In the event of the Jersey Retail Price Index ceasing to be maintained in Jersey or in the event of the character of the said Index being so altered as to render comparison impossible then in any such event the method of calculating such annual payment shall in default of agreement between the parties hereto be referred to the President of the Law Society in Jersey for arbitration.
- e) In the event that the States of Jersey imposes additional taxes, charges or duties on the Contractor, then the Contractor shall have a right to claim from the Parish, upon presentation of supporting evidence, all or a reasonable proportion of those additional taxes, charges or duties as shall be negotiated between the parties.

## 7) **Legal Requirements**

- 7.1 **THE CONTRACTOR** hereby undertakes that he will at all times ensure, either alone or through his agents and/or employees, that he will comply with all Laws, Regulations and Directions of the States of Jersey, or any Committee thereof, or any of the relevant Parish for the time being in force and being with regard to the collection, removal and disposal of the waste products hereinbefore described, and that he will, moreover, use only those vehicles in carrying out the provisions of this Agreement as shall be approved of by the appropriate authorities of Jersey in this regard. Furthermore, the Contractor will put into effect, and be liable for Employers and Public Liability Insurance, compulsory requirements of the States of Jersey Social Security Committee Earnings Related Contributory Benefits Scheme and the provisions of the "Motor Traffic (Third Party Insurance) (Jersey) Law, 1948". The whole without prejudice to the generality of the present clause.

**8) Freedom of Information**

- 8.1 The Contractor acknowledges that the Parish is subject to the requirements of the FOIL and shall assist and cooperate with the Parish (at the Contractor's expense) to enable the Parish to comply with information disclosure requirements (if necessary).
- 8.2 The Contractor shall and shall procure that its sub-contractors shall:
- a) transfer the Request for Information to the Parish as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information;
  - b) provide the Parish with a copy of all Information in its possession or power in the form that the Parish requires within five Working Days (or such other period as the Parish may specify) of the Parish requesting that Information; and
  - c) provide all necessary assistance as reasonably requested by the Parish to enable the Parish to respond to a Request for Information within the time for compliance set out in Article 13 of the FOIL or any subordinate legislation made under the Law.
- 8.3 The Parish shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information:
- a) is exempt from disclosure in accordance with the provisions of the FOIL;
  - b) is to be disclosed in response to a request for Information; and
  - c) in no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Parish.
- 8.4 The Contractor acknowledges that the Parish may, acting in accordance with the FOIL be obliged under FOIL to disclose Information:
- a) without consulting with the Contractor, or
  - b) following consultation with the Contractor and having taken its views into account.
- 8.5 The Contractor shall ensure that all Information produced in the course of the Contract or relating to the Contract is retained for disclosure for the Term of this Agreement or as otherwise agreed and shall permit the

Parish to inspect such records (including but not limited to audit records of disposed information) as requested from time to time.

- 8.6 The Contractor acknowledges that any lists or Schedules provided by it outlining Confidential Information are of indicative value only and that the Parish may nevertheless be obliged to disclose Confidential Information in accordance with clause 8.4.

## **9 Remedies in the Event of Inadequate Performance**

- 9.1 Where a complaint is received or a problem identified/indicated regarding the standard of Services or about the way any Services have been delivered or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Agreement, then the Contract Manager shall take all reasonable steps to ascertain whether the complaint is valid. If the Contract Manager so decides, he may uphold the complaint, or take further action in accordance with the provisions of clause 11 of this Agreement.
- 9.2 In the event that the Parish is of the reasonable opinion that there has been a material breach of the Agreement by the Contractor, or the Contractor's performance of its obligations under this Agreement has failed to meet the requirement set out in this Agreement, then the Parish may, without prejudice to its rights under clause 11 of this Agreement, do any of the following:
- a) make such deduction from the Price to be paid to the Contractor as the Parish shall reasonably determine to reflect sums paid or sums which would otherwise be payable in respect of such of the Services as the Contractor shall have failed to provide or performed inadequately;
  - b) without terminating the Agreement, itself provide or procure the provision of part of the Services until such time as the Contractor shall have demonstrated to the reasonable satisfaction of the Parish that the Contractor will be able to perform such part of the Services in accordance with the Agreement;
  - c) without terminating the whole of the Agreement, terminate the Agreement in respect of part of the Services only (whereupon a corresponding reduction in the Price shall be made) and thereafter itself

provide or procure a third party to provide such part of the relevant Services; and/or

d) terminate, in accordance with clause 11, the whole of the Agreement.

9.3 The Parish may charge to the Contractor any cost reasonably incurred by the Parish and any reasonable administration costs in respect of the provision of such part of the relevant Services by the Parish or by a third party to the extent that such costs exceed the Price which would otherwise have been payable to the Contractor for such part of the relevant Services.

9.4 If the Contractor fails to perform any of the Services to the reasonable satisfaction of the Parish and such failure is capable of remedy, then the Parish shall instruct the Contractor to remedy the failure and the Contractor shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 10 Working Days or such other period of time as the Parish may direct.

9.5 In the event that:

- a) the Contractor fails to comply with clause 9.4 above and the failure, is materially adverse to the commercial interests of the Parish or prevent the Parish from discharging a statutory duty; or
- b) the Contractor persistently fails to comply with clause 9.4 above,

The Parish reserves the right to terminate the Agreement by notice in writing with immediate effect.

9.6 The remedies of the Parish under this clause may be exercised successively in respect of any one or more failures by the Contractor.

9.7 **THE CONTRACTOR** hereby further undertakes that in the event that there is any failure on his part to carry out the Services on the appointed dates and hours in conformity with this Agreement, then he shall take all reasonable steps to inform the Parish of his failure or inability to carry out such refuse collections, and this to enable the Parish to make arrangements to notify the parishioners, through the "Jersey Gazette" or other suitable media, that alternative arrangements for refuse collections have been or shall be made and this without prejudice to the right of the Parish to terminate the present Agreement as a consequence of such failure.

## **10 Termination on change of control and insolvency**

- 10.1 THE CONTRACTOR hereby acknowledges and accepts that the Parish enters into this Agreement on condition that the beneficial owner and manager and supervisor of the Contractor continues to be MB Municipal Services for the duration of the Term of this agreement. The Contractor will advise the Parish immediately in writing if the aforesaid Mark Bingle ceases to be the beneficial owner of the Contractor or the manager of the Contractor or the supervisor of the Contractor for whatever reason and in that event the Parish may terminate this Agreement by notice in writing to the Contractor giving not less than three months' notice.
- 10.2 IN THE EVENT that the Contractor shall at any time during the Term of this Agreement fail, neglect or refuse to perform or observe any of the covenants, conditions and stipulations on his part herein contained, or if the Contractor shall become "bankrupt" within the provisions and as described in the Interpretation (Jersey) Law, 1954, or any amendment thereof, then the Parish may terminate this Agreement immediately by serving upon the Contractor a notice to that effect, without prejudice to the right of the Parish to claim damages for breach of contract and costs.

## **11 Termination on Default**

- 11.1 The Parish may terminate the Agreement, or terminate the provision of any part of the Agreement by written notice to the Contractor or the Contractor's Representative with immediate effect if the Contractor commits a Default and if:
- a) the Contractor has not remedied the Default to the satisfaction of the Parish within 25 Working Days, or such other period as may be specified by the Parish, after issue of a written notice specifying the Default and requesting it to be remedied; or
  - b) the Default is not, in the opinion of the Parish, capable of remedy; or
  - c) the Default is a material breach of this Agreement.
- 11.2 The Contractor may terminate the Agreement if the Parish is in material breach of its obligations to pay undisputed charges by giving the Parish

60 Working Days' notice specifying the breach and requiring its remedy. The Contractor's right of termination under this clause 11.2 shall not apply to non-payment of the charges or Price where such non-payment is due to the Parish exercising its rights under clauses 15 and 9.2(a).

## **12 Break**

- 12.1 The Parish shall have the right to terminate the Agreement, or to terminate the provision of any part of the Agreement at any time by giving one Months' written notice to the Contractor.

## **13 Consequences of Termination**

- 13.1 Where the Parish terminates the Agreement under clause 12, or terminates the provision of any part of the Agreement under that clause, and then makes other arrangements for the provision of Services, the Parish shall be entitled to recover from the Contractor the cost reasonably incurred in making those other arrangements and any additional expenditure incurred by the Parish throughout the remainder of the Initial Term or any Extension. The Parish shall take all reasonable steps to mitigate such additional expenditure. Where the Agreement is terminated under clause 12, no further payments shall be payable by the Parish to the Contractor until the Parish has established the final cost of making those other arrangements.
- 13.2 Where the Parish terminates the Agreement under clause 12, the Parish shall indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Agreement, provided that the Contractor takes all reasonable steps to mitigate such loss. Where the Contractor holds insurance, the Contractor shall reduce its unavoidable costs by any insurance sums available. The Contractor shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Contractor as a result of termination under 12.



- 13.3 The Parish shall not be liable under Clause 13.2 to pay any sum which:
- a) was claimable under insurance held by the Contractor, and the Contractor has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or
  - b) when added to any sums paid or due to the Contractor under the Agreement, exceeds the total sum that would have been payable to the Contractor if the Agreement had not been terminated prior to the expiry of the Initial Term.

## **14 Change of Law**

- 14.1 The Contractor shall neither be relieved of its obligations to perform the Services in accordance with the terms of this Agreement nor be entitled to an increase in the Price and/or any charges payable by the Contractor as the result of:
- a) a General Change in Law; or
  - b) a Specific Change in Law where the effect of that Specific Change in Law on the Goods is known at the Commencement Date.
- 14.2 If a Specific Change in Law occurs or will occur during the Term (other than those referred to in clause 14.1) or during any extension agreed, the Contractor shall notify the Parish of the likely effects of that change, including:
- a) whether any change is required to the Services, the Price or the Agreement; and
  - b) whether any relief from compliance with the Contractor's obligations is required, including any obligation to achieve any milestones or to meet any service level requirements at any time.
- 14.3 As soon as practicable after any notification in accordance with clause 14.2 the Parties shall discuss and agree the matters referred to in that clause and any ways in which the Contractor can mitigate the effect of the Specific Change of Law, including:
- a) providing evidence that the Contractor has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its subcontractors;

- b) demonstrating that a foreseeable Specific Change in Law had been taken into account by the Contractor before it occurred;
- c) giving evidence as to how the Specific Change in Law has affected the cost of providing the Services; and
- d) demonstrating that any expenditure that has been avoided has been taken into account in amending the Price.

## **15 Recovery of Sums Due**

- 15.1 Wherever under the Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Parish in respect of any breach of this Agreement), the Parish may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor under this Agreement or under any other agreement or contract with the Parish.
- 15.2 Any overpayment by the Parish to the Contractor, whether of the Price or of tax, shall be a sum of money recoverable by the Parish from the Contractor.
- 15.3 The Contractor shall make any payments due to the Parish without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Parish to the Contractor.

## **16 Notices**

ALL NOTICES shall be deemed duly served on the Contractor by delivering them to the Registered Office of the Contractor.

IN WITNESS WHEREOF the parties hereto have signed the present Agreement on the 7<sup>th</sup> day of April 2017 the presence of the undersigned witnesses.

SIGNED on behalf of THE PARISH OF GROUVILLE

By: -



John Le Maistre – Connétable



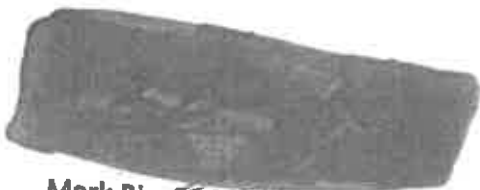
Bernard Rebours – Procureur du Bien Public



Peter Falle - Procureur du Bien Public

SIGNED on behalf of THE CONTRACTOR

By:



Mark Bigg - MB Municipal Services

In the presence of: -





## Schedule 1.

### 17 Monitoring Schedule

#### 17.1 Communications and Liaison

The Contract Manager will be the representative responsible for the monitoring and management of the Services and the Agreement.

#### 17.2 Contract communications framework

Liaison	Contact	Frequency
Formal review	Contract Manager	Annually
Routine liaison	Customers	Day to day
	Contract Manager (or nominated person)	Ad-hoc / upon request

### 17.3 Key Performance Indicators (KPI's)

Key Performance Indicator	Performance Measure
The service delivery standards in the Agreement are being met or exceeded	Inspections / Audits Complaints Photo evidence
Service delivery times, where stated in the Agreement or agreed outside of the Agreement, are being met or exceeded	Inspections / Audits Complaints
Health, safety and environmental standards are regularly monitored, reviewed and maintained in accordance with all legal and regulatory requirements.	Accident Reports Number of reportable accidents
No failure to meet the response times set by the Parish out in the Agreement or agreed outside of the Agreement to issues raised by the Parish	Inspections Audits Complaints
No failure to be able to contact a senior member of the Contractor's staff during the normal working day	Parish feedback Complaints
The Contractor is working effectively with the Parish to maintain costs at an acceptable level	Open Book Variations Policy
Invoicing is timely, accurate and in accordance with Parish requirements	Contract Manager Inspection
Customers are satisfied with the service	Inspections / Audits Customer Complaints Customer Survey

KPI compliance will be measured using a balanced scorecard approach and RAG indicators.

Failure to meet KPI's may result in the termination of the contract.

#### 17.4 Contract Monitoring

The performance of the Agreement will be scrutinised by the Contract Manager to ensure that all aspects are carried out to the standard required.

The Contractors attention is drawn to the fact that the Parish or his agent will regularly conduct inspections. Should it be found that the services have not been carried out satisfactorily the Contractor shall return to site and complete all services as scheduled within the inspectors report at no additional cost to the Parish. Payment will be withheld until the Parish is satisfied that the services are complete to the required standard.

As part of contract management the Contractor may be required to attend monthly meetings for the first six months of the contract term and providing that the Contractor meets the required standard during this time, the meetings may then take place quarterly thereafter. The Parish reserves the right to increase or decrease the frequency of the meetings as they see fit in order to monitor performance of the Contractor.

Customer satisfaction surveys may be used to gauge the level of performance of the Contractor.

#### 17.5 Managing Poor Performance

If in the opinion of the Parish or any of his agents the Contractor (or his own sub-contractors) fails to perform satisfactorily or comply with the Agreement, then the Contractor will be advised in writing by email. The Contractor will then have the time stated in the correspondence to present evidence at no additional cost to the Parish that the work has been rectified to an acceptable standard to the Parish. Should this evidence still not satisfy the Parish's requirements, the Parish reserves the right to terminate the contract in accordance with the Agreement. During these periods, the Contractor shall continue to complete the contracted works. No claim will be entered into for loss of profit for failure of performance by the Contractor.

The Parish also reserves the right to terminate the contract for non or poor performance by the Contractor based on regular review of the key performance indicators set out within this document.