

# Fusion21 Specification

Lot 1: Passenger / Goods Lifts –  
Servicing and Maintenance

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Dunbar Boardman

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## INDEX

Section 1	General Introduction & Conditions of Tender	3 - 5
Section 2	Articles of Agreement	6 - 8
Section 3	Conditions of Contract	9 - 23
Section 4	Working Conditions & Payment Terms	24 - 30
Section 5	Service Level Agreement	31 - 44
Section 6	Indicative Frequency of Maintenance	45 - 46
Section 7	Schedule of Agreed Prices & Rates	47 - 48
Section 8	Schedules of Equipment & Tender Prices	49 - 50
Appendix One	Typical Form of Attendance Report	51 - 52
Section 9	Corporate Social Responsibility Declaration	53 - 59

## SECTION 1

### GENERAL INTRODUCTION & CONDITIONS OF TENDER

#### INTRODUCTION – LIFT SERVICING AND MAINTENANCE

Lot 1 provides a framework of Contractors for the maintenance, servicing and repair of passenger lifts, under which Fusion21 Members (“the Employer”) will call-off specific contractors.

Individual call-off contracts will be between the successful contractor and the relevant Member, who will manage the contract in conjunction with Fusion21 and any supplementary lift consultant.

##### 1.1 GENERAL INTRODUCTION

..... (“the Employer”) has various lift installations located within various buildings throughout the ..... area and now seek competitive tenders from lift contractors with a view to awarding a contract to the successful tenderer (“the Contractor”) on the following basis:

- (a) A ....year Comprehensive contract whereby the Contractor undertakes, for a specified all-inclusive consideration, to carry out all or any maintenance, breakdown calls, repairs or renewal which may be or become necessary and provide an emergency 24-hour service where indicated on the schedule, in respect of the lifts.
- (b) A Basic Maintenance Contract as more fully described in Section 5.17
- (c) The contract price shall be subject to annual fluctuations in line with the retail price index in force on each anniversary of the contract.

The contract shall be in force at 1<sup>st</sup> .....2020.

The Employers objectives are to maintain a high level of reliability and availability of its lifts by operating a system of planned preventative maintenance with responses to call outs and breakdowns maintained at agreed performance levels.

A sample of the report form to be used in reporting back to the Employer on the work carried out on each visit to site is included at the end of this document as Appendix One. Should the Tenderer wish to submit their own form then this shall include the minimum requirements of information as detailed on the Typical Form of Attendance Report shown in Appendix One and must be submitted with the tender. The Employer reserves the right to modify the format and frequency of these reports prior to commencement and during the contract by initial agreement.

- 1.2** The Contractor must show separate stand-alone prices for each lift within the Employers portfolio. Each price shall be shown on the schedule of prices in Section 8 as a base cost with an extra cover for the following:

- (a) The Contractor shall show a separate optional price for him to waive any charge for breakdowns arising due to misuse, abuse or accidental damage (as defined in Section 3), including material costs, up to a total selling price of £300 per lift per annum. Refer to Clause 3.25. In cases where selling costs exceed £300, the excess price, that is the

element of the price in excess of £300, would be chargeable to the Employer.



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- (b) The Contractor shall show a separate optional price to include the cost of all call outs outside of the normal operating hours of the contract as defined in Section 3. Those call due to misuse, abuse or accidental damage (as defined in Section 3), shall be excluded unless the client opts to accept the additional costs as detailed in section (a) above.

The Contractor shall also show on the document the proposed number of visits for each lift along with the site hours for each visit required to meet the objective of the Service Level Agreement.

The Contractor shall complete and sign **all** applicable parts of these documents where requested and return them to the Employer for analysis. Once the Employer has made its decision, a schedule of specific units and prices shall be drawn up which shall form the basis of the Contract.

Additional charges for travelling time to and from site will not be allowable. All charges rendered for works of a chargeable nature shall only be for actual time spent on site.

### CONDITIONS OF TENDER

These Conditions of Tender shall govern the submission of tenders by prospective contractors ("the Contractor") for the provision of lift maintenance services to .....("the Employer") and such tender ("the Tender") shall be submitted on the attached form and shall specify:

- (a) The price for this Contract for which the Contractor is prepared to provide the aforementioned services. All prices quoted shall be **exclusive** of Value Added Tax but shall include all charges, costs, disbursements and expenses which the Contractor intends to charge or may charge, including, without prejudice to the generality of the foregoing, all costs for labour, parts, materials, travelling and other expenses, all relevant taxes and duties and other relevant sums. The Contractor acknowledges by submitting a Tender, that the price or prices stated therein may be varied annually by an amount not greater than that determined by the Retail Price Index. An agreement shall be made with the Employer prior to applying any increase.

In consideration of the Employer undertaking to consider all Tenders duly submitted in good faith, the Contractor agrees that any Tender submitted shall remain open for acceptance for 120 days and shall **not** be withdrawn. The Contractor further agrees that it will, upon receiving notice that the submitted Tender has been accepted, execute this Contract in the form annexed hereto without amendment, deletion, or addition and in such manner as shall be binding upon the Contractor to the intent and effect that such a Contract shall become binding upon the Employer and Contractor as on and from the date of the letter of intent issued prior to the contract commencement.

The submission of a Tender by a Contractor constitutes an acknowledgement by the Contractor that it has taken legal advice on the form, content and effect of the provisions of the Contract and that it acknowledges, by submitting the Tender, that the terms thereof are in all circumstances fair and reasonable in all respects and the same shall become binding upon it forthwith upon the execution of such Contract.

The Contractor further undertakes, represents and warrants:



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- (a) that, in the event that the Tender submitted by it is accepted, it has sufficient resources, materials, finance and employees to carry out the services specified;
- (b) that it has not, in submitting such Tender, relied upon any representation warranty or assurance given by the Employer save for the matters set out herein and further that it has inspected the lifts the subject of the requisite Contract and enters into such Contract with full knowledge of all matters pertaining thereto.

In the event that the Contractor fails to execute a formal written contract precisely in the form annexed hereto within 30 days from notice of such acceptance, it shall (without prejudice to any other right or remedy available to the Employer) if required so to do pay to the Employer such sum as the Employer may specify constituting all costs and expenses (including professional fees) incurred by the Employer as a result of such failure.

In no event will any tender be considered in any case where:

- (a) it does not comply with the Conditions of Tender set out herein;
- (b) it requires or implies any variation to the terms of Contract set out herein;
- (c) prices quoted in the Tender are stated to be subject to variation or are uncertain or imprecise or are not presented in the form specified herein.

The Contractor shall submit copies of the following documentation with his offer:

- (a) Company Safety Policy and safe working procedures for these works;
- (b) Company Environmental Policy;

#### **Knowledge of Site**

The Contractor is deemed to be fully familiar with the Site and all of the Installations, which are the subject of this Agreement. Any claim by the Contractor for lack of knowledge will **not** be considered. Outline details of the equipment are contained within the attached spread sheet.

## **SECTION 2**

### **ARTICLES OF AGREEMENT**



## ARTICLES OF AGREEMENT

Made the ..... day of ..... 20.... between ..... of (.....)  
(hereinafter called "the Employer") of the one part and .....  
of (or whose registered office is situated at) .....  
(hereinafter called "the Contractor") of the other part.

### WHEREAS

#### Recitals

The Employer is a Member of the Fusion21 Member's Consortium. This agreement is a call-off under a Fusion21 Lift Framework Agreement (the Framework Agreement).

The Employer requires the planned preventative maintenance, operation and repair of the Lift installations (hereinafter called "the Maintenance") to be carried out in the (per contract schedule) as listed in Section 8 (hereinafter called "the Lifts") to meet the requirement of the Service Level Agreement.

The Contractor has offered to carry out the aforesaid Maintenance in accordance with the Method Statement/Specification for the sum as stated in Article 2, subject to adjustment and in the manner specified in the Conditions and the Employer has accepted that offer.

### NOW IT IS HEREBY AGREED

#### Article 1

The Contractor will carry out the Maintenance set out in his proposal subject to the Conditions hereinafter set out.

#### Article 2

The Employee will pay the Contractor the annual charge of (in words and figures)..... (£.....) this being the accepted sum for carrying out the Maintenance defined in Article 1.

#### Article 3

If any dispute or difference as to the construction of this Contract or any matter or thing of whatsoever nature arising thereunder or in connection therewith shall arise between the Employer and the Contractor, either during the Contract Period or after the determination of the employment of the Contractor, then, except as provided for under clause 9.10 (Statutory Tax Deduction Scheme – Application of Arbitration Agreement) it shall be and is hereby referred to adjudication as clause 3.20 of this Specification.

**SIGNED BY OR ON BEHALF OF THE EMPLOYER**

Signature:.....Name:.....

Position: ..... Date: .....

In the presence of:

Signature:.....Name:.....

Position: ..... Date: .....



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**SIGNED BY OR ON BEHALF OF THE CONTRACTOR**

Signature:.....Name:.....

Position: ..... Date: .....

In the presence of:

Signature:.....Name:.....

Position: ..... Date: .....





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## SECTION 3

### CONTRACT CONDITIONS

### 3.1 Definitions

In the Contract, the following expressions shall, unless the context otherwise requires, have the following definitions and regulations or standards applied:



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<b>“The Employer”</b>	shall mean Client or Subsidiaries
<b>“The Employers Address for Service”</b>	shall mean the various premises detailed in Section 8 attached;
<b>“The Contract Term”</b>	shall mean the length of the proposed maintenance contract agreement;
<b>“The Contractor”</b>	shall mean the appointed Contractor;
<b>“The Work”</b>	shall mean the provision of Maintenance services as described in this document;
<b>“Service Level Agreement”</b>	shall mean the agreement to achieve the Employers criteria detailed in this document;
<b>“Approval”</b>	shall mean the approval in writing by the Employer;
<b>“The Employer’s Representative”</b>	shall mean the person appointed by the Employer to liaise with the Contractor and all other parties associated with this Contract and in accordance with whose instructions the Contractor shall act;
<b>“The Employer’s Site Representative”</b>	shall mean any responsible person nominated by the Employer;
<b>“The General Working Conditions”</b>	shall mean the various conditions and standards of conduct, working and safe repair as set out in this document;
<b>“The Price”</b>	shall mean the price exclusive of Value Added Tax payable hereunder by the Employer to the Contractor in respect of the Service as set out in this document;
<b>“The Lifts”</b>	shall mean the Lifts set out in Section 8 of this document, being the subject hereof;
<b>“Units”</b>	shall mean Lifts and/or Hydraulic wall screens;
<b>“Maintenance”</b>	shall mean the planned preventive maintenance of the Lifts as required to meet the Service Level Agreement;



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**“SAFed”**

shall mean Guidance for Thorough Inspection of Lifts, LG1, as issued by SAFed and such amendments or revisions thereto as issued from time to time;

**“BS5655”**

shall mean all relevant parts of the Standard as issued by The British Standards Institute and such revisions thereto as may be issued from time to time;

**“EN81”**

shall mean all relevant parts of the Harmonised Standard and such revisions thereto as may be issued from time to time;

**“BS7255”**

shall mean all relevant parts of the Standard as issued by the British Standards Institute and such revisions thereto as may be issued from time to time;

**“EN13015”**

shall mean all relevant parts of the Harmonised Standard and such revisions thereto as may be issued from time to time;

**“EN1050”**

shall mean all relevant parts of the Harmonised Standard and such revisions thereto as may be issued from time to time;

**“EN14122”**

shall mean all relevant parts of the Harmonised Standard and such revisions thereto as may be issued from time to time

**“ISO3864”**

shall mean all relevant parts of the Harmonised Standard and such revisions thereto as may be issued from time to time;

**“The Lift Regulations”**

shall mean The Lift Regulations 2016. The full text is set out in Statutory Instrument 2016 No. 1093, and such revisions thereto as may be issued from time to time;

**“Electricity At Work Regulations”**

shall mean the Electricity at Work Regulations 1989, which came into force on 1<sup>st</sup> April 1990. The full text is set out in Statutory Instrument 1989 No. 635 and such revisions thereto as may be issued from time to time;

**“PUWER”**

shall mean the Provisions and Use of Work Equipment Regulations 1998 and



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	such revisions thereto as may be issued from time to time;
<b>“LOLER”</b>	shall mean the Lifting Operations and Lifting Equipment Regulations 1998 and such revisions thereto as may be issued from time to time;
<b>“Statutory Inspection Report (LOLER)”</b>	shall mean the report issued by the Employer’s appointed insurer’s representative from time to time, following the six or twelve monthly inspection of each lift;
<b>“Site Defects Notice”</b>	shall mean the section of a Statutory Inspection Report, which requires a defect to be rectified within a specified time period;
<b>“Competent Maintenance Person”</b>	shall mean designated person, suitably trained (see EN ISO 9000), qualified by knowledge & practical experience, provided with necessary instructions and support to enable the maintenance operation to be safely carried out;
<b>“The Competent Person”</b>	shall mean someone who has such appropriate practical and theoretical knowledge and experience of the lifting equipment to be thoroughly examined as will enable them to detect defects or weaknesses and to assess their importance in relation to the safety and continued use of the lifting equipment. (As further defined in paragraph 1.1.1 of the SAFed Guidelines on the Supplementary Tests of In-service Lifts 2006.);
<b>“Two Man Working”</b>	shall mean that a fitter and mate shall attend site at all times;
<b>“Shared Helper Working or Flexible Working”</b>	shall mean that a fitter shall attend site assisted, if conditions warrant, by a mate or fitter as necessary;
<b>“Misuse / Abuse”</b>	shall mean damage caused to the Lifts deliberately;
<b>“Entrapment”</b>	shall mean a passenger is trapped within a lift;
<b>“Unsupervised Property”</b>	shall mean a property, which does not have the permanent site presence of a person directly or indirectly employed by the Employer. These buildings are



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managed by an employee who is resident at another property and is responsible for the day-to-day management of the premises;

**“Supervised Property”**

shall mean a property which is occupied by a person or persons, either directly or indirectly employed by the Employer and engaged in the day to day management of the premises and is based on site during the normal operational hours of the premises;

**“Scheduled Repair”**

shall mean a repair which is pre-planned as part of the ongoing maintenance of the Lift;

**“Unscheduled Repair”**

shall mean a repair which has become necessary due to a failure of equipment or component;

**“Working on arrival”**

shall mean in response to a breakdown call, on attending site the lift unit is found to be fully operational, with no intermittent fault.

**“Normal Working Hours”**

means the normal operating hours of the property, as defined at the time the contract is in place and may be varied from time to time at the Employer's discretion.

The normal working hours are defined as: 08:00 to 18:00 Monday to Friday excluding Public Holidays.



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### **3.2 Regulations**

The Contractor shall price for the requirements of the Regulations and Recommendations, as defined in Clause 3.1 - Definitions, as they are known at the time of Tender. Future revisions of these Regulations will be reviewed as and when they come into force.

### **3.3 Singular/Plural/Gender/Schedules**

In addition, words implying the singular number shall include the plural number and vice versa. Words or phrases implying one gender shall be taken to include or refer to the other genders.

References herein to "Schedules" and "Clauses" shall be taken to refer respectively to Schedules hereto and Clauses hereof.

### **3.4 Provision of the Maintenance**

The Contractor agrees to provide the maintenance to the Employer in respect of the lifts in consideration of the Price upon and subject to the terms and conditions set out from the date of agreement for the period of the contract term subject however to earlier determination as hereinafter set out.

The employer reserves the right to add or subtract further units, to the units under Contract. The Price shall be varied to reflect any such changes in line with the pricing set out in the Schedules and to reflect the remaining duration of this Agreement.

The standard period of notice for deletion of units will be 30 days, however there may be occasions where this will be less.

The Employer may, in addition to the provision of the Maintenance, in respect of any of the equipment, require the provision of further enhancement of works. Such work shall be carried out for the prices set out in the schedule of rates in Section 7 as applicable.

### **3.5 Year 2000 and Subsequent Date Issue Compliance**

The supplier warrants that any goods supplied or services provided are and shall remain Year 2000 compliant.

"Year 2000 Compliant" shall mean fully in accordance with the Document DISC PD2000-1 issued by the British Standards Institute.

The Contractor shall advise the Employer of any installations/equipment within this contract, which are at risk from Y2K issues. This notification shall be provided within the first six months of the Contract.

### **3.6 Prior Inspection of the Lifts**

Where the Contractor is provided with access to lifts prior to any tender/call-off process the Contractor acknowledges by tendering that it has inspected each of the lifts and that it enters into this Agreement with full knowledge of the state, repair and condition thereof and that the Price is not subject to variation by reason of any fact, matter or thing relating to the state of repair, age or condition of any of the lifts becoming known to the Contractor after the date of tender.

The Contractor will be further deemed to have ascertained that replacement parts or compatible equivalents are available to him from the outset of and for the duration of this Agreement.

### 3.7 Obsolete Parts

The Contractor shall include for the replacement of any parts throughout the term of the contract with no exclusions for obsolescence. Any parts that are deemed obsolete during the Contract term shall be replaced with a modern equivalent at **no extra cost** to the Employer.

Only in very exceptional cases, the Employer may consider a part-cost contribution to works required due to obsolescence, but such decisions will be entirely goodwill gestures and will be solely at the Employer's discretion.

**Note:** for any Direct call-off a three month dilapidation period will be allowed on the understanding that the appointed supplier shall survey all the lift assets within the first three months and in good faith shall identify any equipment for which compatible parts are either no longer available or prohibitively expensive. Where agreed the Fusion21 Member shall accept specific exclusions from the comprehensive Contract.

### 3.8 Suitability

The Employer's decision on the suitability of materials used shall be final.

### 3.9 Availability of Labour and Materials

The Contractor shall be held to have made all enquiries as to the source of his labour and to have made all provisions in his tender for every cost to him of providing and maintaining the labour force necessary to complete the works, including all overtime, weekend working and associated supervisory costs which he considers he shall require.

### 3.10 Insurance

The Contractor shall be liable for any expense, liability, loss claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the carrying out of the Services, except to the extent that the same is due to any act or neglect of the Employer or of any person for whom the Employer is responsible.

The Contractor shall be liable for any expense, liability, loss, claim or proceedings in respect of failure of, injury or damage whatsoever to any property real or personal, insofar as such failure, injury or damage arises out of or in the course of or by reason of the carrying out of the Services and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Contractor or his servants, or of any person employed or engaged by the Contractor upon or in connection with the Service or any part thereof, his servants other than the Employer or any person employed, engaged or authorised by him or by any local authority or statutory undertaker executing work solely in pursuance of its statutory rights or obligations.

The reference to "property real or personal" includes any works associated with the Service, together with unfixed materials or goods intended therefore.

The insurance in respect of claims for personal injury to or the death of any person under a contract of service or apprenticeship with the Contractor, and arising out of and in the course of such person's employment, shall comply with the Employer's liability (Compulsory Insurance) Act 1969 and any statutory orders made or any amendment or re-enactment.

As and when reasonably required to do so by the Employer, the Contractor shall send for inspection, documentary evidence that the insurance's required by this clause have been taken out and are being maintained, but at any time the Employer may (but not unreasonably or vexatiously) inspect the relevant policy or policies and evidence of the payment of premiums.

If the Contractor defaults in taking out or in maintaining the insurance required by this clause the Employer may himself take out insurance against any liability or expense which he may incur arising out of such default and sum or sums equivalent to the amount paid or payable by him in respect of premiums thereof be deducted by him from any monies due or to become due to the Contractor under this Deed or such amount may be recoverable by the Employer from the Contractor as a debt.

The Contractor shall not be liable to insure against any personal injury to or death of any person or any damage, loss or injury to any works associated with the services and unfixed materials or goods intended therefore, the Premises, or any property caused by the effect of ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties or any explosive nuclear assembly or nuclear component thereof, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Except in respect of injury to or death of any person (for which no limits apply) the liability of the Contractor under this Contract or otherwise in respect of each event or series of connected events shall not exceed **£5,000,000**.

### **3.11 Indemnity**

The Contractor hereby undertakes to indemnify and keep indemnified the Employer from and against all or any expenses, claims, costs (on full indemnity basis) and demands made upon the Employer by any person as a result of:

- (a) Any damage caused or direct loss suffered by reason of failure or of any defect in any of the lifts;
- (b) Any direct loss or injury suffered by any person (including, without limitation, the Contractor and its servants or agents) as a result of any failure to observe the General Working Conditions;
- (c) Any direct loss or damage suffered by any person as a result of a failure by the Contractor to carry out the Service in the manner and at the time specified herein or carrying out the Service in a negligent manner and whether or not such negligence is as a result of the failure of the Contractor, its servants, agents, sub-contractors or otherwise howsoever.

To the intent that the Indemnity herein contained shall be a continuing Indemnity to the Employer in respect of all the materials herein before set out.

### **3.12 Termination**

The Employer shall, without prejudice to any other right or remedy it may have hereunder, be entitled to terminate this Agreement forthwith by notice in any of the following events: -

- i) The insolvency, sale or merger, or receivership of the Contractor or the making of an Administration Order in respect of the Contractor or the Contractor otherwise making any arrangement or composition with its Creditors.



- ii) Where the current Contracting Company is purchased by another organisation that is not acceptable to the Employer, who does not have to provide any reason for this decision, which shall be final.
- iii) If any of the provisions of paragraph 73(1) of The Public Contracts Regulations 2015 apply.
- iv) Any material breach by the Contractor of any of the terms of this Agreement which has not been rectified after 30 days from the Employer serving written notice to the Contractor and in particular, but without prejudice, to the generality of the foregoing:
  - (a) Failure to observe the General Working Conditions;
  - (b) Failure to maintain the mandatory accreditations and criteria set out in the Framework Agreement.
  - (c) The Contractor failing to carry out the Service as detailed in Section 5 or carrying out the Service in such a manner as to result in a claim being made or any sum being demanded from the Employer by any person who has suffered loss or damage;
  - (d) The Contractor being convicted of any offences under the Factories Act, the Health & Safety at Work Act 1974 or any other applicable safety legislation or regulations in respect of the lifts and/or escalators under contract;
  - (e) The Contractor being unable by reason of force majeure (as hereinafter defined) to perform the Service for a period or periods which, when aggregated, total 30 days without prejudice to Clause 3.14 below;
  - (f) The Contractor failing to take out, maintain or renew, public liability insurance as set out in Clause 3.10 to the reasonable satisfaction of the Employer;
  - (g) The Contractor failing to obtain the prior written approval of the Employer's representative in relation to any repair which takes in excess of one full day;
  - (h) Failure to contain level of breakdowns below an agreed maximum allowable, on any lift under this Contract given in Section 5;
  - (i) Failure to contain level of downtime below an agreed maximum allowable, on any lift under this Contract given in Section 5;
  - (j) Failure to consistently achieve the performance criteria of the Benchmark Standards set out in Section 5;
  - (k) Failure to comply with all applicable anti-slavery and human trafficking legislation including but not limited to the Modern Slavery Act 2015.

In addition to the right of the Employer to terminate this Agreement, set out in sub-clause above, the Employer shall, in the event that the Contractor fails or refuses to carry out the Service as required within 30 days of notice requiring the Contractor so to do, be entitled to engage a third party to carry out any repairs, maintenance or any

other work required, and in such event the Contractor shall reimburse the Employer in respect of the costs and expenses so incurred.

The Contractor shall be entitled to terminate this Agreement by notice in the event that any of the sums set out in the Schedule are not paid within 90 days of the production by the Contractor of a valid Value Added Tax invoice.



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Should the Employer vacate or sell any of the premises included in the Equipment Schedule or cease to carry out business there, then the Lifts located therein may be deleted from this Agreement within 30 days written notice given by the Employer to the Contractor, without affecting any discounts taken into account, unless the variation exceeds 20% of the total number of units at the time the Contract is let. Variations in excess of 20% will be negotiated separately should they occur.

Where the Employer purchases or otherwise acquires additional properties, the lifts located therein may be added to the Equipment Schedule at the rates subsisting at the time of such addition. Whilst the Employer will endeavour to provide the Contractor with the maximum possible notice of such additions the Contractor will accept without objection such additional lifts upon whatever notice is given by the Employer under the scope of the Contract.

Should any premises become vacant in part or whole, the Employer may reduce the frequency of maintenance to the lifts in that building on a long or short-term basis, without affecting any discounts included.

Should the Employer wish to carry out work outside the scope of this Agreement, e.g. modernisation on any of the lifts included in the Schedule of Plant, then the lifts so designated may be deleted from the Agreement by 30 days written notice given by the Employer to the Contractor.

The termination of this Agreement in accordance with the provisions hereof shall not prevent either party from exercising such other rights or availing themselves of such other remedies as they may have at law against the other party.

Without prejudice to the foregoing, the Employer may terminate this Contract, without giving reasons, by giving not less than 30 days prior notice in writing, without prejudice to any rights which may have accrued to either party in respect of any antecedent breach thereof.

### **3.13 Confidentiality**

The Contractor shall not during the term of this Contract, or at any time after its expiry or termination, for any reason (except in the normal course of its duties under this Contract), disclose to any person or otherwise make use of any information of which it has or may in the course of its appointment under this Contract become aware of, nor shall disclose to any person whatsoever anything contained in this Contract (except in the normal course of its duties under this Contract), without the prior written authority of the Employer, save only where the Contractor is required by any regulatory body or statute or by Court Order so to do.

### **3.14 Force Majeure**

For the purpose of this Agreement, force majeure shall mean any cause or delay beyond the control of the party liable to perform unless conclusive evidence to the contrary is provided and shall include, but not by way of limitation, strikes, lockouts, riots, acts of war or piracy, destruction of essential equipment by fire, explosion, storm, flood, earthquake or delay caused by failure of supplies or essential services, or transport facilities.

**WITHOUT** prejudice to the foregoing, neither of the parties shall incur any liability to the other in the event that it is delayed in the performance of its obligations solely by force majeure and in particular, but without prejudice, to the generality of the following in the event that force majeure prevents the provision by the Contractor of the Service the Employer shall not pay to the Contractor or shall be entitled to reclaim from him as the case may be that proportion of the Payments which is properly attributable to such Service.

### **3.15 Assignment**

The Contractor shall not be entitled to assign the benefit of the whole or any part of this Agreement, save with the prior written consent of the Employer or the Employer's authorised Representative.

The Employer reserves the right to assign the Contract to a third party in the event that the property to which the Contract relates is the subject of a sale or transfer of management or ownership

### **3.16 Waiver**

Failure by either party hereto to enforce at any time any of the provisions of this Agreement shall not be construed as a waiver of such party's rights hereunder. Any waiver of a breach of any provision hereof shall not affect the innocent party's rights in the event of any additional breach.

### **3.17 Notices**

Notices to be served hereunder shall be served by hand during normal business hours or by pre-paid, first class, registered or recorded delivery letter or by email addressed to the party to whom it is sent at the address shown in the definitions of this Agreement. Such notice shall be deemed to be served on the day of delivery if delivered in person or left at the relevant place of business as aforesaid, on the fourth day after posting in the above manner in the case of a letter and upon receipt by the sender of the correct confirmation of transmission in respect of a facsimile.

### **3.18 Whole Agreement**

The terms set out and the articles of agreement, represent the entire agreement between the parties and the Contractor agrees, warrants and represents that it has not relied on any statement, representation or warranty from the Employer or from any other person in entering into the Agreement upon the terms hereof.

### **3.19 Governing Law**

English Law shall govern this Agreement in all respects.

### **3.20 Adjudication**

If any dispute or difference under this Contract arises between the parties, then, pursuant to Section 108 of the Housing Grants Construction and Regeneration Act 1996, either party shall give notice at any time of their intention to refer such dispute to adjudication prior to any reference to arbitration. More than one such notice may be given arising out of this Contract.

The adjudicator for this Contract shall be the President of the Institute of Electrical Engineers who has confirmed his readiness and willingness to embark upon the adjudication within 7 days of referral to him.

The scope of the adjudication shall be the matters identified in the notice requiring adjudication, together with any further matters which all parties agree should be within the scope of the adjudication and any further matters which the adjudicator deems must be included in order that the adjudication may be effective and/or meaningful.

The adjudicator may rule upon his own substantive jurisdiction and as to the scope of the adjudication.

The decision of the adjudicator shall be binding until the dispute is fully determined by arbitration in accordance with the provisions of this Contract. Wherever possible, the decision of the adjudicator shall reflect the legal entitlements of the parties. Where it appears to the adjudicator impossible to reach a concluded view upon the legal entitlement of the parties within the practical constraints of a rapid and economical adjudication process, his decision to represent a fair and commercially reasonable view of how the disputed matter should lie, unless and until resolved by litigation or arbitration.

The adjudicator shall have the like power to open up and review any certificates or other things issued or made pursuant to the Contract as would an arbitrator appointed pursuant to the Contract and/or a Court.

The adjudicator shall act fairly and impartially but shall not be obliged or empowered to act as though he were an arbitrator.

The adjudicator shall establish the procedure and timetable for the adjudication.

The adjudicator shall exercise such powers with a view of fairness and impartiality giving each party a reasonable opportunity in light of the timetable of putting his case and dealing with that of his opponent.

The adjudicator shall reach a decision within 28 days of referral or such longer periods as agreed by the parties after the dispute has been referred to him.

The adjudicator shall be entitled to extend the said period of 28 days by up to 14 days with the consent of the party by whom the dispute was referred.

The parties shall be jointly responsible for the adjudicator's fees and expenses including those of any specialist consultants appointed by him.

The adjudicator's fee shall be mutually agreed by both parties prior to commencement of proceedings.

Every decision of the adjudicator shall be implemented without delay. The parties shall be entitled to such relief and remedies as are set out in the decision and shall be entitled to summary enforcement thereof regardless of whether such decision is or is not to be the subject of any challenge or review. No party shall be entitled to raise any right of set off, counterclaim or abatement in connection with any enforcement proceedings.

The adjudication and all matters arising the course thereof are and will be kept confidential by the parties, except insofar as necessary to implement or enforce any decision of the adjudicator or as may be required for the purpose of any subsequent proceedings.

### **3.21 Headings**

The headings in this Agreement are for ease of reference only and do not limit or affect its interpretation.



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### **3.22 Amendments**

The Contractor shall not alter the conditions of this Agreement, except as directed in writing and approved by the Employer. In this regard, the Employer reserves the right to accept or decline the whole or part of any amendment proposed by the Contractor.

### **3.23 Advertising and Temporary Name boards**

The right to let space for advertising is exclusively reserved by the Employer. No placard or advertisement shall be affixed to any temporary hoarding, gantry, scaffolding, building or structure without the prior approval of the Employer.

No other signboard or advertisement of any description, including Sub-Contractor's boards or bill posting, will be permitted upon any part of the Site.

The Contractor shall not use the Employer's name or any photographs of the premises for any form of advertisement or marketing without prior written permission from the Employer.

### **3.24 Copyright**

The copyright in all drawings, reports, specification calculations and other similar documents provided by the Contractor in connection with the Premises shall remain vested in the Contractor, but the Client shall have a royalty free non exclusive irrevocable licence to use such drawings and other documents for any purpose whatsoever connected with the Premises.

### **3.25 Entire Agreement**

This Contract supersedes any previous agreement or arrangement between the parties in respect of the performance and provision of the Service in connection with the Premises.

### **3.26 Key Account Manager**

The Contractor shall appoint a Key Account Manager who shall be fully responsible for liaising with the Employer and Employer's Representative on all matters relating to the Contract. The selected person shall have the authority to ensure that all matters relating to the contract are administered correctly, including settlement of financial details.

The appointed person shall attend liaison meetings with the Employer and/or Employer's representative on an initial monthly basis at dates to be agreed.

The appointed person must be available as a point of contact at all times, including Bank Holidays and 'out of normal working hours'. During this period, or annual holidays, he should appoint a deputy or second and the Engineer is to receive notice of this appointment 2 weeks prior to absence of the Account Manager.

Mobile phone Numbers are to be advised and form the means of this necessary communication, as these businesses are 7 day a week, 24-hour a day concerns.

### **3.27 Site Specific Requirements**

The Contractor shall include for all costs and provisions necessary to comply with the site-specific special requirements detailed in the Equipment Schedules contained within Section 8 of this document.



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### 3.28 Corporate Social Responsibility Declaration

The Contractor undertakes that it will, and it shall procure that any employee, agent, officer, sub-contractor or other personnel undertaking any of the Services on its behalf (the “**Contractor Personnel**”) shall, abide by the provisions of Section 9 (the “Corporate Social Responsibility Declaration”), carry out audits once per quarter to confirm that they are achieving the standards set out in the Corporate Social Responsibility Declaration and will incorporate the Corporate Social Responsibility Declaration into its respective supply chains.

### 3.29 Payment Terms

The Price stated in Section 7 of this Contract (and any accompanying pricing documents) are stated **exclusive** of VAT [which shall be payable by the Employer at the prevailing rate from time to time in addition to the Price].

Subject to any variation of the Price in consequence of the addition to or deletion from the Lifts included within the scope of the Contract as envisaged in Clause 3.11, the Price shall be payable in 4 equal payments paid in arrears at the end of each quarter or at the Employer's option, monthly in arrears.

The Contractor will submit to the Employer an invoice in respect of the Services provided **in each quarter at the end of every third month** following the Effective Date. Save where the Employer has a bona fide dispute in respect of any item included on any invoice or where there is any error on any such invoice, the due date for payment of sums specified on an invoice shall be the date falling 45 days after the Employer's receipt of such invoice.

Each invoice submitted by the Contractor as described above shall be a consolidated invoice stating all sums due in respect of all the Lifts for the relevant period, with each unit being identified by the Employer's Property Reference Number, Property Address, and Reference Number and individual price levels.

It will be the responsibility of the Contractor to ensure all invoices submitted to the Employer are correct and complete in all aspects. Any errors may delay payment beyond the 45-day payment period.

The Service Credit to the Employer for breakdowns/downtime in excess of the level given in Clause 5.1 shall be defined as 1% of the per unit maintenance price per incident, or for each 8 hour or part of one full day, per Contract Quarter.

At the end of each three month period following the Effective Date (a “Contract Quarter”), (or at date of termination if determined early) the Contractor shall calculate the number of failures in excess of the levels defined in Section 5 as well as any missed visits in each case together with the relevant Service Credit.

If, as a result of this calculation any Service Credits are due, the Contractor shall submit a schedule to the Employer within 14 days of the end of each Contract Quarter for approval.

Once the Employer has approved the schedule, he will notify the Contractor and the Contractor shall then submit, within 14 days, a single credit note for the total amounts due as Service Credits and shall, at the Employer's option, either deduct such Service



Credits from any sums due to the Contractor or pay an amount equal to the Service Credits to the Employer.



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For the avoidance of doubt, the Service Credits payable to the Employer shall be deemed to be a debt due by the Contractor to the Employer for the period to which they relate. Service Credits are an adjustment to the Price or debt due to take into account the fact that the Service have not been provided to the standard required by this Contract and are not a pre-estimate of the loss that may be suffered by the Employer as a result of the Contractor's failure to meet any of the applicable service levels set out in Section 5. Payment, credit or application of the Service Credits by Supplier is without prejudice to any rights and/or remedies available to the Customer under this Contract or applicable law, provided that any claim for any damages arising from a breach of the Contractor's obligations in respect of which a Service Credit has already been paid shall be reduced by the amount of that Service Credit.

Any credit note submitted shall be in the same format as the quarterly payment invoices.

Should the Employer require any work, which would normally be covered by the Contract to be performed out of the normal operating hours listed in the Contract, the Contractor shall submit a quotation for acceptance by the Employer. If accepted, the Employer will submit an Order to the Contractor. No work must be undertaken without receipt of an order signed by the Employer or his Representative.

On completion of the Works, the Contractor shall submit his invoice to the Employer for payment. The invoice must refer to the Employer's order number, property number, address, the work content and agreed value.

Should the Employer require the Contractor to carry out Work, which is outside the scope of the Contract, the Contractor shall submit a fixed price quotation for the work. If accepted, the Employer shall issue to the Contractor an Employer Order instructing the Contractor to proceed. No work shall be undertaken without receipt of an order signed by the Employer and his Representative.

On completion of the specified works, the Contractor shall submit his invoice, which must make reference to the Employer order number, the work content and agreed value.

Any invoices which are not submitted correct and compliant in all respects and free from any error within 6 months of the relevant Work being completed, shall be considered null and void and the Employer shall not be obliged to pay any sums specified on such invoice.

The Contract will be let on a .....year contract term. The contract price for the first year will be based on the amounts submitted with the tenders.

The contract cost will fluctuate annually in line with the retail price index in force on each anniversary of the contract.

The Employer shall be entitled to set off against, deduct or withhold any amounts payable by it to the Contractor pursuant to this Contract any amounts that are due and payable by the Contractor to the Employer including any damages, liquidated damages, service credits or any other sums.

The Contractor will be allowed to vary the contract sum due to material changes in legislation or taxes imposed by direct action of the Government. Any changes shall be notified to the Employer at least **one calendar month** in advance of them being applied.

## **SECTION 4**

### **WORKING CONDITIONS & PAYMENT TERMS**



#### 4.1 General



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The Contractor shall employ, on this Contract, only engineers fully trained and of sufficient breadth of experience to cope with the level of expertise which will be required in maintaining units of different design and manufacture.

Two-person, shared helper or flexible-working maintenance must be operated at all times for the maintenance of the equipment. Where callouts are required outside normal operating hours, only under these circumstances, single man working may be accepted on condition that it does not contravene the Contractors own safe working practices and BS 7255.

The Contractor shall only sub-contract the Work (in part or in whole) with the written approval of the Employer, such approval not to be unreasonably withheld. The Contractor shall notify the Employer the name, contact details and legal representatives of any sub-contractor involved in the Work.

The scope of this Contract includes for full comprehensive, coverage, 24 hours, 7-day week service.

#### 4.2 **LOLER Thorough Examination of Lift Equipment**

A competent person nominated by the Employer will carry out statutory 6/12 monthly inspections of each installation.

On receipt of Thorough Examination or Inspection Reports (Reports), the Employer will submit them to the Contractor or otherwise the Contractor will receive/access them via a portal.

On receipt of the Reports and if required by the Employer, the Contractor will issue a written acknowledgement of receipt within 7 days.

If any remedial work covered by the Contract is required as a result of a Report, then the Contractor shall attend site and carry out such works within 60 days with written completion confirmation issued to the employer within 7 days.

If for any reason any of the remedial works cannot be completed within a 60-day period, the Contractor shall inform the Employer and agree the earliest date by which all Works will be completed.

If, as a result of the Thorough Examination or Inspection, an "Immediate Defects Report Notice" is issued, the Employer will, without delay, notify the Contractor, who shall arrange for immediate action to be taken. Under these circumstances the remedial works shall be completed with the utmost expediency, irrespective of any notice period specified. No works shall be allowed to remain incomplete after 30 days following receipt of notice.

On completion of any work resulting from a Defects Notice, the Contractor shall advise the Employer in writing within 24 hours of completion of the Works. This notification of completion of Works shall also include a schedule of repairs/adjustments carried out and signed off.

If a Thorough Examination or Inspection Report identifies work, which is outside the scope of the Contract, the Contractor shall, on receipt of the report, submit a quotation for the Works within a period of 30 days.

Quotations shall include details of costs and programme for on and off site work. All quotations shall be submitted on a fully fixed price basis accompanied by a detailed Contractor's programme, plus 8 weeks for acceptance by the Employer.

If the quotation is accepted, the Employer will issue an order from which the Contractor shall prepare materials and allocate the labour. A minimum of 14 days' notice shall be given prior to commencement of site work so that all relevant notices can be posted.

The Employer reserves the right to obtain alternative quotations, which may result in the employment of other Contractors to carry out the work.

The Contractor shall commit to achieving the dates for remedial works and reporting detailed above. If the Contractor persistently fails to achieve the dates, the Employer reserves the right to terminate the agreement in part or whole as detailed in clause 3.12.

#### **4.3 SAFed LG1 Lift Inspections**

Periodicities of LG1 inspections are for guidance only. Under the 2006 SAFed LG revision document "The Competent Person" shall now determine the timescale and specific tests to be undertaken to fulfil the requirements of the examinations and tests. This is as recommended and defined by SAFed document "Guidelines on the supplementary tests of in-service lifts 2006" and endorsed by the Health & Safety Executive.

However, it is a requirement of this contract that 'annual' SAFed LG1 tests are still carried out and Certificates shall be issued by email to the Employer. The cost of all such annual tests shall be included in the annual price for maintenance and shall be carried out at no extra charge.

The Contractor shall submit, prior to the start of each financial year, an annual maintenance planner which shall include a schedule listing the examinations/tests and inspection dates specifying when they will be carried out.

If Examinations/Tests and inspections are overdue, the Contractor shall undertake the works within an agreed time scale.

#### **4.4 SAFed Supplementary Tests of In-service Lifts**

If requested, the Contractor shall carry out these Examinations/Tests as determined by "The Competent Person".

The Contractor shall provide a separate cost schedule for the following SAFed supplementary tests as defined in Section 5 Annex A of the Guidelines on the supplementary tests of in-service lifts 2006, issued by the Safety Assessment Federation and endorsed by the Health & Safety Executive: -

- A1 Earth Continuity
- A2 Electric Safety Devices
- A3 Terminal Speed Reduction Systems
- A4 Landing Door Interlocks
- A5 Lift Machine – Investigatory Test (Type A)
- A6 Lift Machine – Comprehensive Test (Type B)
- A7 Over speed Governors
- A8 Governor Operated Safety Gear Test – Instantaneous Type
- A9 Governor Operated Safety Gear Test – Progressive Type
- A10 Safety Gear Operated by Other Means
- A11 Devices to Prevent Over speed by Ascending Car

A12	Energy Dissipation Buffers
A13	Suspension System
A14	Car Overload Detection Warning Devices
A15	Hydraulic System
A16	Hydraulic Cylinder in Boreholes or Similar Location
A17	Hydraulic Rupture/Restrictor Valves
A18	Electrical Anti-creep Device
A19	Mechanical Anti-creep Device (Pawl or Clamp)
A20	Low Pressure Detection Devices
A21	Traction, Brake & Levelling
A22	Car/Counterweight Balance

On completion of a successful Examination, Test or Inspection, two signed and dated test certificates shall be issued. One copy shall be kept in an agreed location on site, plus one copy for the Employer's Representative.

#### **4.5 Protection, Damage to and Reinstatement of Existing Services**

Live services exist on site and shall be maintained throughout the duration of the Contract in operating conditions.

The Contractor shall check for the existence of services (gas, water, electricity, telephone and other communication lines and drains) and similar items, whether overhead on or in the walls or in the floor in the area of the Works and locate and mark to protect the existing services from damage. Any damage to services caused by the negligence of the Contractor shall be made good to the satisfaction of the Employer by the Contractor at the Contractor's expense.

The Contractor shall not interfere with the operation of existing services without permission of the Employer and if applicable, Statutory Authorities and private owners.

Any damage to services caused by the negligence of the Contractor shall be made good to the satisfaction of the Employer by the Contractor at the Contractor's expense and the Contractor will indemnify the Employer in respect of any consequential loss that may be suffered by the Employer and/or third parties as a result of any damage to services caused by the negligence of the Contractor.

#### **4.6 Materials and Workmanship**

The whole of the Works shall comply with all statutory regulations and local authority bye-laws and be executed in accordance with the style, character and finish of first class work, with the best workmanship and in conformity with the latest relevant Codes of Practice.

Materials shall be of the best of their respective kinds fit for purpose, irrespective of trade usage's and descriptions. All materials shall be to the approval of the Employer and obtained from manufacturers approved by him and shall conform to the latest British Standard.

The Contractor shall provide all materials for the Works, either by purchasing from the original Manufacturer or from alternative suppliers. Where alternative sources of materials are considered, these must provide an equivalent or superior performance and written approval of the Employer must be sought prior to purchase.

#### **4.7 Plant and Tools**

The Contractor shall provide all tools, tackle, hoists, scaffolds and plant necessary for the proper performance and safe execution of the Works.

#### 4.8 Safety, Health and Welfare

The Contractor shall comply with Health, Safety and Welfare measures required under or by virtue of provisions of any enactment or regulation.

The Contractor shall comply with Working Rules for the areas as agreed by the National Joint Council for the Building Industry.

The Contractor shall keep the Site free from rubbish and debris and maintain it in a tidy condition to the satisfaction of the Employer, or the Employer's representative. All old parts and rubbish shall be removed from site.

Any member of the Contractor's workforce engaged in an unsafe practice, using unsafe equipment or engaged in any other practice in breach of Health & Safety at Work Act 1974, or the Employer's or Contractor's Health & Safety Policy, will immediately cease such practice when instructed to do so by the Employer or his appointed representations, but this clause does not impose any obligations upon the Employer in this respect.

If the Contractor is of the opinion that any lift is, or is likely shortly to be in a dangerous condition, then he shall immobilise the equipment temporarily and/or take such other temporary measures that are in the circumstances necessary and safe, provided that at that time he notifies the Employer's representative by telephone immediately, then by email within 2 hours. Full details and reasons for the action that he has either taken or is recommending to be taken must be given in the first instance by telephoning the Employer's representative.

The Contractor shall comply and secure compliance by his workmen, sub-contractors, agents and servants, with the Health & Safety at Work Act 1974 and the The Construction (Design and Management) Regulations 2015, including any amendment, all regulations and orders made and any subsequent legislation. The Contractor is required to carry out its own risk assessments.

The Contractor shall comply with all safety requirements and procedures, which apply to the location at which service is to be provided or those that may be required of the Contractor by the Employer's Representative. It is the responsibility of the Contractor to familiarise himself with such requirements and procedures and ensure that all his employees comply with them.

##### Welfare Facilities

The Contractors engineers will be allowed to use the Employers Staff facilities subject to strict adherence with any specific conditions laid down by the Employer. This facility can be withdrawn at any time without notice or reason. The Employers decision in this matter will be final.

#### 4.9 Terms of Payment

All pricing information of the Summary Sheet shall be **exclusive** of VAT.

Terms of payment for the Contract will consist of 4 or 12 equal payments paid in arrears at the Employer's option.

The Contractor will submit a single invoice which shall be accompanied by a cost breakdown per unit for the period in question.

Certain properties may be required to be invoiced on an independent basis. These premises and all Property Reference Numbers will be identified to the Contractor at the time the Contract is let.



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It will be the responsibility of the Contractor to ensure all invoices submitted to the Employer are correct and complete in all aspects. Any errors may delay payment beyond the 45-day payment period.

Once the Employer has approved the schedule, he will notify the Contractor and the Contractor shall then submit, within 14 days, a single invoice/credit note for the total amounts due.

Any invoice/credit note submitted shall be in the same format as the payment invoices.

Should the Employer require any work, which would normally be covered by the Contract to be performed out of the normal operating hours listed in the Contract, the Contractor shall submit a quotation for acceptance by the Employer. If accepted, the Employer will submit an Order to the Contractor. No work must be undertaken without receipt of an order signed by the Employer or his Representative.

On completion of the Works, the Contractor shall submit his invoice to the Employer for payment. The invoice must refer to the Employer's order number, property number, address, the work content and agreed value.

Should the Employer require the Contractor to carry out work, which is outside the scope of the Contract, the Contractor shall submit a fixed price quotation for the work. If accepted, the Employer shall issue to the Contractor an Employer Order instructing the Contractor to proceed. No work shall be undertaken without receipt of an order signed by the Employer and his Representative.

On completion of the specified works, the Contractor shall submit his invoice, which must make reference to the Employer order number, the work content and agreed value.

Any works, which are not invoiced within 6 months of the work being completed, shall be considered **null and void**.

The Contract will be let on the intended contract term; the contract price for the first year will be based on the amounts submitted with the tenders.

The contract cost will fluctuate annually in line with the retail price index in force on each anniversary of the contract.

The Contractor will be allowed to vary the contract sum due to material changes in legislation or taxes imposed by direct action of the Government. Any changes shall be notified to the Employer at least **one calendar month** in advance of them being applied.

#### **4.10 Variations**

All variations to this Contract, such as instructions to work overtime or employ additional labour, shall be in writing and signed by the Employer or his Authorised Representative and the price for such variation shall be agreed in writing and signed by the Employer or his Authorised Representative.

In an emergency situation where it is impractical to issue an immediate variation instruction in writing, a written and signed confirmation shall be issued as soon as practical thereafter.

Extra work carried out where the above conditions have not been complied with will **not** be paid for.



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#### **4.11 Capital Works**

The Employer reserves the right to negotiate any future capital works that may arise during the contract term with the Maintenance Contractor.

All works will be carried out under an agreed Form of Contract with any Preliminaries, Special Conditions and Payment Terms as defined by the Engineer. The technical specification for any works will be issued by the Engineer and mutually agreed with the Contractor.

The programming of the works will be arranged to **minimise** disruption to the Employer's business and suit his own cash flow requirements.

#### **4.12 Technical Assistance**

It is recognised that the maintaining contractor may acquire with this portfolio certain equipment, which cannot be wholly maintained without the intervention of the Original Manufacturer. Under such circumstances, and in the event of prolonged downtime or repeated callouts or callouts outside of the prescribed annual allowance, the maintaining contractor is, at his own expense and within the subcontract sum, to contact the Original Manufacturer and seek the necessary onsite or off site technical assistance.

#### **4.13 Hours of Work**

Unless otherwise specifically amended or agreed, the normal operating hours of work for this contract shall be 0800 hours to 1800 hours, Monday to Friday excluding bank holidays.

## SECTION 5

### SERVICE LEVEL AGREEMENT



## 5.1 Breakdown Performance

For the purpose of this clause, “breakdown” shall mean any failure resulting in loss of use of the lift by the Employer or his tenants (including misuse, abuse or accidental damage).

The Contractor shall maintain each installation so as to limit the number of breakdowns due to failure of any type to an absolute minimum as agreed with the Employer. Lift Failures due to circumstances outside the control of the lift contractor such as power failure or flood shall be excluded from the figures for contract performance purposes.

Maximum lift availability and reliability along with the reduction of breakdowns shall be a major aim of the contract and this particular aspect shall be monitored during the regular contract review meetings

## 5.2 Audits and Inspections

Regular inspections and auditing of all units for quality of maintenance and safety standards by the Contractor’s supervisor must be carried out. During such visits, the supervisor must sign the record card in the machine room to indicate that the visit has taken place.

When requested or on an annual basis, the Contractor shall submit an audit report for each building to the Employer covering the following on a per lift basis:

- (a) Health and Safety, LOLER and PUWER improvements required to meet current legislation and standards.
- (b) Risk Assessment of each installation (EN13015).
- (c) Details of any repairs covered by the Contract but not yet completed and a programme listing the completion date.
- (d) Details of SAFed inspections completed.
- (e) Details of the door retaining system – see final paragraph below.
- (f) Suggested improvements to provide improved reliability and/or performance.

Items (a) and (f) are to include indicative costs.

At commencement of the contract start date and thereafter on an annual basis, the Contractor shall provide and maintain in each machine room, machinery area or at an agreed location with the Client:-

- i. A 12-month annual planner detailing each proposed maintenance visit and type of visit, inclusive of all LG1 inspections due (assuming previous periodicity), plus any major repairs of 8 hours or more.
- ii. A site log card clearly identifying each event and its relevant report. This card shall identify each unit with the number given in Section 8.
- iii. The approved Annual planned maintenance and major repair schedule as applicable to each unit.



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- iv. Copies of all site visit reports separated into Maintenance visits, call outs and repair reports. At each maintenance visit a checklist of the servicing work completed shall be issued and signed off by the Contractor's Engineer.
- v. Copies of valid SAFed, and any other current Certificates.

At minimum intervals of 6 months the Contractor shall inspect the door retaining system in full compliance with the Health & Safety Executive OC 232/29 requirements. A check shall be made to ascertain the amount of wear, damage to channels, grooves or door guide shoes that might affect safe door operation. A report shall be provided stating the condition of the door guide shoes and fixings, whether the amount of deflection is considered to be acceptable and whether the door operation is being adversely affected by debris, damage or wear to the door guide shoes or the security of their fixings. This report shall be submitted to the Engineer and Competent Person.

### **5.3 Reliability**

The Contractor shall plan and carry out a usage based preventive maintenance of each unit to ensure that the installation is maintained in a reliable and safe condition.

The Contractor shall attend site in accordance with the schedules offered in his tender, which will form part of this Contract.

As part of his tender submission, he shall include his schedule of planned maintenance, which will ensure that all components receive adequate maintenance to prevent breakdowns.

Once the schedule of visits have been agreed and the contract let, the Contractor shall be fully responsible for maintaining the equipment in full working order with the minimum of downtime and if he considers that additional site visits are required to carry out extra maintenance, he shall submit a revised schedule and will carry out the works at no additional cost to the contract sum.

The Contractor shall be responsible for all repairs and reinstatement from breakdowns due to mechanical/electrical failure, incorrect adjustment or poor maintenance.

### **5.4 Fault-finding**

The Contractor shall make concerted attempts to locate any on-going, intermittent or latent faults in the Lifts. Multiple log card entries or service visit records showing 'lost fault while testing'; 'working on arrival'; 'out of order' or similar descriptions of failure conditions shall not be acceptable and shall require the attendance of an adjuster, tester or similarly qualified technician grade personnel to determine the root cause of the problem.

### **5.5 Attendance Performance**

The Contractor shall state in his Tender submission the number of working hours per annum allocated to carry out the maintenance based on the usage and then the number of visits required. The "working hours" shall mean the time the engineer is allocated to complete the work operation; it shall NOT include travelling, booking in, setting up or reinstatement. No agreement will be given to engineers leaving site during his service visit to attend calls elsewhere unless specifically agreed by the Employers representative.

Once the contract has been awarded but prior to the commencement date, the Contractor shall submit for approval a schedule of planned dates when each visit of each unit will be carried out during the Contract term. The Employer reserves the right



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to re-schedule the visits. On approval of the planner, 2 sets shall be issued within 28 days.

If the Contractor misses a maintenance visit this should be re-scheduled and completed within 14 days.

Missed service visits will not be allowable under any circumstances and actual service visit dates will be monitored during the Contract Review meetings.

Missed service visits shall be credited back to the Employer at the end of each contract year and the amount shall be calculated by the individual lift annual price being divided by the scheduled number of visits per year and multiplied by the number of visits missed.

Alternatively, and entirely at the Employer's discretion, the Contractor may be asked to carry out free-of-charge portfolio improvement works to the same value as arrived at in the above paragraph.

In the event of missed maintenance visits continually occurring, the Employer reserves the right to cancel the Contract in part or total.

The Employer's decision in this matter will be final. Any cancellation in connection with this matter will not affect the discount levels at the start of the Contract based on the contracted number of units.

Maintenance shall be carried out with the agreement of the Employers representative Monday to Friday, unless otherwise agreed with the Employer and specified on the individual properties as listed in Section 8. Outside these specified periods, the units must be returned to service and be available for normal operating use.

## **5.6 Security and Site Regulations**

On each visit, the Contractor shall observe all security or any other agreed arrangements in the Premises, including being aware of fire regulations and emergency/fire exits.

A supervised building is one, which is occupied by a person, or persons either directly or indirectly employed by the Employer and engaged in the day-to-day management of the premises and are resident on site during the normal operational hours of the building.

In supervised buildings, the Contractor shall report to the Employer's representative and complete an entry into the Security Log Book. Signatures shall be required for any keys allocated for access to plant rooms. On completion of this work, all keys must be returned.

An unsupervised building is a property, which does not have the permanent site presence of a person directly or indirectly employed by the Employer. These buildings are managed by a person either directly or indirectly employed by the Employer who is based at another property and is responsible for the day to day management of the premises.

For each unsupervised building, the Contractor will be issued with a contact name and telephone number which will allow entry to the premises to be arranged.

When a lift is unavailable for service due to maintenance or repair, the Contractor shall affix a clearly defined notice adjacent to each landing entrance of the unit. The notice

shall be to the approval of the Employer. The notices shall be displayed prior to taking the lift out of service.

No lift shall remain out of service for more than one operating day (max. 8 hours) without prior notification to the Employer's or his representative.

Sufficient landing safety barriers are to be provided at the site by the Contractor on the first service visit and shall be used at all times to ensure safety to other building users. The cost of the safety barriers shall be borne by the lift contractor. These barriers shall be retained on site during the contract term.

The barriers shall be of a design which locates into the landing entrance and shall be in accordance with requirements of document LEIA Safety Information Sheet - Safety at Landing Entrance as prepared by the LEIA Safety and Environment Committee .

On completion of the works, the Contractor shall remove the notice and ensure the area is wiped clean of any marks.

## **5.7 Discipline**

The Contractor shall ensure that his employees are properly dressed in accordance with the Contractors Standard Issue Work Clothes. Under all circumstances, they shall be clean and neat in appearance and shall identify the contracting company.

If required, the Contractor shall forward a description of the work clothes he proposes for approval by the Employer, which as a minimum will consist of one or two-piece overalls with protective shoes/boots. Each Contractor's employee shall also be issued with the necessary safety equipment to ensure that he can carry out his functions in accordance with the recommendations of the Health & Safety at Work Act and The Contractor's Working Policy Document(s).

Each Contractor's Employee shall carry a means of identification, which must be presented on entry to the premises. Any employee, who cannot provide proof of identification, will not be permitted entry.

The ID Card shall, as a minimum, contain the following information:

- (a) Name of Company.
- (b) Name of Employee.
- (c) Photograph of Employee.
- (d) Signature of Employee.
- (e) Signature of the responsible Director of the Company.
- (f) Address and telephone number of Company.

If required, the Contractor shall submit a copy of the Contractor's ID Card with the Tender for approval by the Employer.

During any site visit, the Contractor's employees shall:

- Not use radios or similar equipment whilst on site.
- Not use bad or obscene language.
- Not smoke.
- Provide all protective sheeting to ensure the premises are maintained in a clean and tidy manner to a level acceptable to the Employer.
- Clear and clean the work area prior to departing from the premises
- Not consume food or drink on site, except in agreed messing/welfare areas.
- Not make any form of improper remark to any person whilst on site.



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Should at any time the Contractor's employees not comply with the above requirements, the individual will be asked to leave the site and shall not be permitted to work on any other property owned by the Employer until the Employee is satisfied the necessary disciplinary procedures have been invoked. Should this occur on more than two occasions during the contract period, the Employer reserves the right to ban the individual from working on any contract site.

## 5.8 Communications

The Contractor's site engineers shall be equipped with mobile telephones to ensure a prompt and responsive service.

Arrangements for accepting incoming calls at the Contractor's premises must be based on a minimum of two telephone lines, 24 hours a day, 365 days per year.

## 5.9 Emergency Callout Responsibilities

On receipt of any request for assistance, the Contractor shall use reasonable endeavours to despatch an engineer to arrive on site, following receipt of the breakdown, within the following times to carry out repairs and reinstatement of the lift: -

Entrapment	Normal hours	1 hour
Entrapment	Out of normal hours	1 hour
Standard call	Normal hours	3 hours
Standard call	Out of normal hours	5 hours

On receipt of a call, the Contractor shall confirm to the caller the estimated time of arrival of his engineer. Where there may be a delay in the arrival time, the Contractor shall maintain an update with the Premises Representative or re-allocate the call to ensure another engineer can attend.

Note: the above timescales are indicative and for the purpose of a direct call-off will be agreed with the Fusion21 Member as part of the mobilisation process based upon the specific Member's geographical spread.

The specified response times are to be achieved 24/7 and 365/6 days per annum.

In the event of an entrapment in which the Contractor fails to achieve the specified response time, the Employer may, at his discretion, employ any other means at his disposal to carry out release procedures. Any expense incurred may be set-off against the Contractor's account, based on the invoiced amount from the third party involved.

"Other means" shall include but not be limited to:

- (a) Emergency services.
- (b) Other Lift Contractors.

The use of "other means" will be restricted to the release of trapped passengers. The maintenance Contractor shall still retain responsibility for the reinstatement of the equipment to a full and reliable service.

Provided such a release is carried out by an authorised person there shall not be any detrimental effect on the Agreement.

The Contractor shall provide a 24-hour all-inclusive call out and repair service.

All calls to the Contractor's emergency service are to be responded to promptly and an Engineer is to be on site within the times specified of the call being received by the



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Contractor. If a call out is received by the Contractor beyond the times specified and no "entrapment" or dangerous condition is involved; at the discretion of the employer, the reinstatement shall be left until work recommences the next working day, at which time it must be promptly attended to.

The cost of all contract cover calls shall be included in the Agreement. Where the Contractor is requested to attend site outside the hours stated in Section 4, the Contractor shall attend site and carry out all repairs necessary to reinstate the lift to site working order.

Should any costs associated with this service be chargeable, the Contractor shall apply the rates listed in the Schedule in Section 7. The Contractor will only be entitled to payment based on the actual hours spent on site. Expenses and travelling time may not be claimed for.

Where **scheduled** repairs which are likely to take longer than one operating day (8 hours) are planned, approval must first be sought from the Employer's Nominated Representative before the repair work is commenced, or the lift taken out of service.

Where **unscheduled** repairs resulting from failure of equipment arise and it becomes clear that they will take longer than 8 hours to complete, the Employer's Nominated Representative is to be informed immediately and a forecast provided of the **downtime** which is anticipated.

In no event shall any repair take in excess of 8 hours where the Employer's Representative has not previously approved such a time scale.

Within this Agreement, the Contractor shall give 28 days' notice to the Employer's representative of any planned repairs, advising of the suitable date and downtime. The Employer reserves the right to cancel or postpone these repairs giving the Contractor reasonable notice.

Where the Contractor confirms the "down time" involved for any repair, which is agreed by the Employers representative, this period must be adhered to.

#### 5.10 Dilapidation

3 months before the date for completion of the term contract, the Employer and/or his authorised representative, will carry out an audit survey on the maintenance standard of the equipment detailed with this Specification.

The results of this inspection will be measured against an agreed benchmark installation and any shortfalls will be identified to the Contractor.

The Contractor will have the opportunity to be present during the examination, following which a programme of work is to be issued detailing the downtime involved to complete the rectification of items identified. These works must be carried out before the date for completion of the term contract. Failure to do so will evoke an automatic 3 months extension of the servicing arrangement at **no cost** to the Employer.

Following completion of the works, written confirmation is to be issued and signed by the Contractor's responsible Director stating that final quality check has been completed, plus the date of examination.

## 5.11 Damage by Vandalism, Misuse or Abuse



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The Employer will agree to cover the cost of any call-out or breakdown where it can be specifically identified and demonstrated that damage has been caused by vandalism, deliberate misuse or abuse.

The following are excluded from the Contractor's responsibility and maintenance, and are chargeable:

- Items stuck in tracks or door equipment
- On site repair of doors out of skate
- On site repair of damage to door shoes
- On site repair or straightening of door panels
- Damage to faceplates, door panels and lift car
- Damage to car lighting
- Replacement of lift car finishes
- Repair or replacement of door panels
- Landing finishes
- Car and landing flooring
- Mains supply problems
- Specialised cleaning such as needles, blood or bodily waste
- Damage through unauthorised entry
- Machine room access door damage
- Fire, flood, structural or vermin damage and acts of god

In cases where significant expenditure in excess of £500 is thought possible, the Employer's Contract Manager or the Employer's representative should be informed before proceeding.

The contractor shall provide reasonable proof that the cause of any such damage is due to circumstances outside of the contract cover and where necessary, this will include but not be limited to showing a member of the Employer's Management Staff exactly what the problem is and/or providing photographic evidence with any invoice claim.

All visits to site shall include an authorised Employer signature where possible on the Service Visit Report or PDA/HHT screen email.

## 5.12 Aborted Calls or 'No Fault Found'

The Employer already operates a rigid call-vetting procedure to ensure that Contractors are not called out in error. The Employer agrees to cover the cost of any genuine occasion where it can be established without doubt that the contractor has been called out in error.

Should the Employer or his representative believe that a fault condition does exist but the Contractor has not traced or cannot find the fault, no charges shall be rendered unless it can be firmly established that a genuine mistake has occurred in the contractor being called out in the first place.

In a situation where no fault has occurred 2 weeks prior to or 2 weeks following the alleged error call it shall be accepted that it was unlikely that a fault condition occurred, and the contractor shall be able to submit an invoice for the time spent on site investigating the alleged fault with the equipment. This shall be limited to a maximum of one hour.



### 5.13 Alarms Systems/Auto dialler & Voice Communication Lines



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At commencement of the Agreement and where requested, the Contractor shall re-programme all auto dialler devices so that the first telephone number to be used is as approved by the Employer. The Contractor shall also test and verify that the device operates in accordance with the manufacturer's recommendations and that, where required, other pre-programmed telephone numbers are correct and functional.

All alarm and communication devices shall be tested for correct operation at each routine service visit. The monitoring, maintenance, adjustment, and checking of this equipment at each routine service visit shall be included within this Contract by the Contractor. This shall be confirmed on the Service Visit Reports issued by the Contractor.

Where emergency alarm auto dialler units are not fitted and Employer's own in-car emergency intercoms are in use, these devices shall also be tested for correct operation at each service visit but the maintenance, repair and up keep of this equipment is outside the cover provided in this agreement, except for any travelling flexes fitted to the device.

Where GSM auto diallers are in use, the contractor shall ensure that the equipment is functioning correctly by testing at each service visit. The contractor shall further ensure that the SIM card is the of the monthly contract type. The Employer will subsequently accept and pay for any monthly contract charges unless the Contractor agrees to cover this cost.

### 5.14 Door Locks, Door Safety Edges or Electronic Detector Edges

All door mechanical and electrical interlocks, safety edges and detector edge devices shall be tested for correct operation at each routine service visit. The monitoring, maintenance, adjustment, and checking of this equipment at each routine service visit shall be included within this Contract by the Contractor. This shall be confirmed on the Service Visit Reports issued by the Contractor

### 5.15 Spare parts

The Contractor shall guarantee that suitable spare parts shall be available throughout the duration of the Contract within a specified time period, to ensure that the **maximum** downtime is not exceeded.

Any spare parts recovered from existing lifts, which are to be reconditioned within the Property, shall remain in stock, for use within the employer's portfolio and shall **not** be used to carry out repairs on other client sites.

There will be limited storage space available on site.

### 5.16 Maintenance – Comprehensive Contract

The lifts covered by this agreement shall be maintained in good working order in accordance with the lift installer's instructions or as defined in BS EN 13015. Lifts that have been subject to modernisation should be maintained in accordance with the installer's instructions for the replaced components.

The following is **excluded** from the Contractor's responsibility and maintenance, except where damage is as a direct result of the Contractor's negligence in the performance of his duties, or equipment design: -

- (a) Decorative finishes of the car enclosure, car and landing entrances, except any damage as a direct result of poor adjustment.
- (b) Buried piping on hydraulic lifts.



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- (c) Any modification to the lift equipment carried out by "others" during the term of the Contract, whether mechanical or electrical.
- (d) The incoming main power supply cable to both power and lighting circuits, in connection with the lift installation.

**Included** in the Contractor's responsibility will be the correct adjustment, repair, and/or replacement where conditions warrant, of all parts of the lift equipment not excluded above and including in particular but not limited to:

- Worm wheels.
- Worm shaft.
- Stress bearings.
- Suspension ropes, including plastic coated.
- Suspension belts.
- Safety ropes.
- Governor ropes.
- Guide shoes.
- Brake magnet coils.
- Brake linings.
- Lift motor and generator.
- Gear box oil.
- Hydraulic oil
- Hydraulic oil coolers or equivalent, plus all associated operating systems.
- Hydraulic valve blocks and main piston seals
- Motor and general brushes.
- VVAC and VVVF drives and speed regulator systems.
- Door operators and associated drive systems
- All wiring from the main isolator to the lift.
- Travelling flexible cables.
- Selector tape or chain drives where applicable.
- All controller components and their associated parts.
- Limit switches and shaft positioning equipment.



- Conductors and indicators.
- All indicator lamps, both in the lift car and on the landings
- All indicator displays both in the lift car and on the landings
- Lift car, car top and lift shaft lighting, plus any aesthetic lighting to scenic lift cars.
- Cleaning of all lift equipment in the machine room, lift shaft and pit to ensure that the machine room is kept clean and tidy at all times and free of rubbish and potentially flammable material.
- Cleaning of the lift shaft ledges and motor room fabric, as well as decoration internally
- All main and emergency lighting in lift car and shaft
- Any associated monitoring or diagnostics systems.
- Lift alarms, intercoms, auto-dialler and diagnostic equipment.
- The Contractor shall provide all cleaning materials and lubricants for the adequate maintenance of the lift and associated equipment. All lubricants are to comply with the original lift manufacturer's specification and the COSHH regulations.

No abnormal stocks of lubricating oil or lubricants of an inflammable nature shall be retained on site at any time. No material shall be stored within the machine rooms which is not required for the maintenance of that unit, unless prior permission is given by the employer. Any spares shall be kept in suitable metal cabinets.

Entrance barrier guards of safety and adequate design, in accordance with LEIA Safety Information Sheet - Safety at Landing Entrance as prepared by the LEIA Safety and Environment Committee, shall be retained on site and placed in front of the entrances whenever the lifts are being worked on by the Contractor's Engineers.

"Out of Service" indicator notices shall be placed on each landing whenever a lift is removed from service for either maintenance or repair.

The Contractor shall provide all necessary temporary lift frames and gantries required for the maintenance or removal of equipment.

#### **5.17. Basic Maintenance Contract**

The Basic Form of the Contract will include for regular Maintenance Visits as detailed within the client requirements and the following works are to be included within the contractors submitted costs;

- Correct adjustment of all parts of the installation to ensure to ensure safe and reliable operation.
- Cleaning of the following areas; lift machine room, lift car top, lift shaft interior, lift shaft pit area. All debris to be removed from site.
- Verify correct operation of car and landing door interlocks.
- Verify correct operation of all safety related switches throughout the installation.
- Checking and replenishment of all lubricating and operational oils including; guide shoe lubricants, gearbox and bearing lubricants, hydraulic oil.

- Attendance for breakdowns which require minor adjustment to return the equipment to correct working order.

No materials costs included within the contract. The contractor shall provide a cost per visit for each lift type within the schedule of prices.



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#### **5.18. General**

The Contractor will not be liable to the Employer for:

1. Economic loss.
2. Special indirect or consequential loss or damage.
3. Any claim made against the Employer by any other party.
4. Non-fulfilment of any obligation under this Agreement, if prevented or impeded as a consequence of any legislative or other statutory requirements.

Subject to the above, the Contractor shall be liable to the Employer for any negligence in the performance of his duties and obligations under the terms of this Agreement. Also, any costs incurred by the Employer in providing Security or 'additional' services, which are a direct result of the contractor's failure to perform to agreed timescales.

#### **5.19. Benchmarking of Standards**

##### General

An identified lift or number of units which shall be agreed between the Contractor and Employer or his representative, will be used as the qualitative standard of excellence, including without prejudice, the performance requirements, general cleaning, record keeping, housekeeping and necessary investment set out above.

##### Site

An agreed benchmarking audit shall be carried out by the Contractor on each lift including a separate "sampling" audit by the Employer or the Employer's representative. Where units are identified as being below the required standard, the Contractor shall issue a programme of works to immediately improve the standard.

#### **5.20. Motor or Generator Rewinds / Replacements**

It is recognised that due to failure of this nature, prolonged downtime may occur. In order to expedite these repairs and return the lift to full working order, Motor or generator rewinds/ replacement, rebuilding of armatures and gearbox repairs are to be carried out using the contractors chosen specialist or 3rd parties 24-hour emergency facility. All costs should be included in the subcontract sum for the annual maintenance. It is also required that any setting up by a senior technician is to be included for within the working hours detailed in Section 4.

Prolonged downtime is to be kept to a minimum as this portfolio can be required to be operational 24 hours a day.

#### **5.21. Callouts, Breakdowns & Repairs**

The full cost of all callouts, breakdowns and repairs shall be included in the contract cover, except for vandalism, deliberate misuse, abuse or damage.

Specific incidences of outright vandalism, fire, flooding, electrical mains power failure and other such works outside the direct control of the lift contractor and not already included in the contract cover stated shall not be covered by this contract and remedial works shall be subject to separate chargeable instructions.



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## 5.21 ADMINISTRATION

The following timeframes are to be achieved within the first 12 months of the Contract.

<b>Competent Person Report OBJECTIVE</b>		<b>TARGET</b>
1	Received and transmitted to contractor	48 hrs (Requires electronic system)
2	Defects Maintenance items (not misuse etc)	1 Month/Email
3	Time sensitive Defects Report Notice	Immediate
4	Confirmation of Works Completed.	7 days/Email.
5	Works outside of contract, quote received.	7 days/Email/Standard pricing list
<b>General Correspondence</b>		
6	LG1 Inspections	As directed by 'The Competent Person'
8	Client requests – reply	24 hrs/Email
9	Programmed Works Confirmation to start (Client approved)	14 days
10	Request for Annual Planner showing Major Repairs/SAFed LG/PM45 issued for 1 <sup>st</sup> January each year.	4 weeks.
11	Contractors Audit Schedule Planner (See item 10 above)	4 weeks
12	Confirmation of work completed	Refer item 4 above.
13	Request for failure rate analysis	2 days.
14	Request for exception reports/repeat call analysis	24 hours.
15	Incident/Accident – attendance	Same day
16	Incident/Accident – initial report	24 hrs/Email

### **Site Works**

17	Attendance to calls	As per specification.
18	Request for usage analysis (traffic counters)	within 3 months.
20	Back-up service (follow-on calls)	within 23 hrs.
21	Site Works – Planned programme as specification.	Maintain
23	Missed service visits not re-planned allowed	No missed visits



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The Contractor shall prepare a KPI report at a frequency to be agreed with the Employer and no less than annually against the targets set out in this Section 5. Such reporting shall cover overall lift availability and condition.

### **5.23 Lift Car, Lift Shaft & Machine Room Lighting**

The Contractor is to replace any maintenance lighting within the machine room, lift shaft and car top. Any new light fittings required shall satisfy the Employers technical requirements.

Where LED, tungsten filament or fluorescent lamps are fitted within the car interior, car interior (feature lighting), signal & operating fixtures, these are to be replaced within 24 hours of notification.

### **5.24 Suspension Belt Pulse Monitoring**

Where applicable, the installation of pulse monitoring equipment or other similar devices for accurate assessment of the suspension belt condition shall be provided under the terms of this contract at no additional cost to the Employer.

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## SECTION 6

### INDICATIVE FREQUENCY OF MAINTENANCE

## 6.1 Equipment Usage

The Contractor is required to annually evaluate the equipment usage relative to the number of hours allocated to each unit per annum and report findings to the Employer.

The following conditions must be included and stated:

### Number of visits as follows:-

Equipment Type	Minimum Number of Visits Per Annum
Passenger / Goods Lifts	10
Goods Only Lifts	4
Vertical Platform Lifts	4
Wheelchair Inclined Stair Lifts	2

Stated below are the recommended **Minimum** working hours required over the twelve month period, these hours are for the servicing “downtime” per Lift. All setting-up, booking in and travelling times etc. shall **not** be included in these times. Also, when carrying out the planned works, the engineer will only be allowed to interrupt the programmed operation for attendance to an entrapment within the same area. Any tea or lunch breaks are to be scheduled outside of the service operation.

Equipment Type	Minimum Number of Hours Per Annum
Passenger / Goods Lifts	12.5
Goods Only Lifts	4
Vertical Platform Lifts	4
Wheelchair Inclined Stair Lifts	2

## 6.3 Maintenance Planning – General

- i. The Contractor shall issue an annual maintenance planner detailing the types of visit scheduled during the year which shall also incorporate the hours to be expended at each visit in accordance with the Clauses above.
- ii. Following completion of each service the Contractor's engineer will provide a duly checked off, signed and dated form outlining the works completed and time expended, which shall correspond to the above. No changes in the scheduled visit will be acceptable unless previously agreed and confirmed in writing, or fax, or by Email. Failure to comply will involve a penalty cost.

## 6.4 Lift Car & Lift Shaft Lighting

Where tungsten filament or fluorescent lamps are fitted within the car interior, car interior (feature lighting), signal & operating fixtures, these are to be replaced within 24 hours of notification regardless of the remaining illumination of the car interior.

The Contractor is to replace any maintenance lighting within the machine rooms and lift shaft. Any light fittings are to satisfy the Employers technical requirements.



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## SECTION 7

### SCHEDULE OF PRICES AND RATES

## 7.1 Hourly Rates Applicable to the Contract

Hourly rate for **two-person** operation to carry out;  
Breakdown, repair work and call-outs (to be inclusive of all costs relating to travelling time and transportation).

Hourly rate for **one-person** with shared/flexible manning to carry out  
breakdown, repair work and call-outs (to be inclusive of all costs relating to travelling time and transportation).

The rates submitted will be subject to annual RPI increases in line with the base annual maintenance cost.

On costs to be provided for materials, vendors or sub-contractors costs.

All relative costs to be inserted in the spreadsheet appended to the specification.

## 7.2 Schedule of Rates

The Schedule of Rates, whose costs shall be fixed for the duration of the contract, regardless of the contract type, in accordance with the Conditions of Contract, shall remain in force throughout the duration of the Contract and will be applied when placing orders for work, which does not fall within the scope of the Contract.

This Schedule shall not be construed to conflict with the previous maintenance sections.

All prices to be per lift or per item or per floor as required. The Contractor to state which multiple applies.

All electrical works sub-contracted must be carried out by companies affiliated to a Competent Person Scheme such as NICEIC.

All relative costs to be inserted in the spreadsheet appended to the specification.

## 7.3 SAFed Supplementary Tests of In-service Lifts

The Contractor shall provide a separate cost schedule for the following SAFed supplementary tests as defined in Section 5 Annex A of the Guidelines on the supplementary tests of in-service lifts 2006, issued by the Safety Assessment Federation and endorsed by the Health & Safety Executive.

All relative costs to be inserted in the spreadsheet appended to the specification.

**Name of Company tendering** .....

**Address** .....

**Director's name** .....

**Director's signature** .....

**Date** .....



## **SECTION 8**

### **SCHEDULE OF EQUIPMENT & TENDER PRICES**

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## SUMMARY OF PRICES – TOTAL COSTS FOR ALL LIFTS

The Contractor shall complete all of the requested information within the spreadsheet appended to the specification. Total sums shall be transferred and inserted below.



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### **Annual Comprehensive Maintenance Price – Fluctuating Price Year 1**

£..... per annum

### **Add-On Option to Include for Costs of Call - Outs Due To Misuse, Abuse and Accidental Damage as per Section 1**

£..... Per annum

### **Add-On Option to Include for Costs of Call - Outs outside of normal working hours.**

£..... Per Annum

**Name of Company tendering**

-----

**Director's name**

-----

**Director's signature**

-----

**Date**

-----

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**APPENDIX 1**  
**FORM OF ATTENDANCE REPORT**

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## Maintenance Attendance Report

Property Number ..... Lift Number .....

Attendance due to      a)      Callout      -----  
                                 b)      Repair      -----  
                                 c)      Maintenance      -----

If callout, name and phone number of person  
reporting:.....

Date and Time callout  
received:.....

Nature of Fault:.....

In all cases:

Time Engineer arrived on site.....

Time Engineer departed site .....

Schedule of adjustment/repairs carried out

Schedule of component used

Name of Engineer .....

Signature of Engineer .....

Signature of Employer Representative (where applicable) .....

## CORPORATE SOCIAL RESPONSIBILITY DECLARATION



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### CORPORATE SOCIAL RESPONSIBILITY

The Chartered Institute of Procurement and Supply (“CIPS”) position on Ethical Business Practices in Purchasing and Supply Management distils aspects of current developments in the area, including:

- (a) the Ethical Trading Initiative (“ETI”) Base Code
- (b) the Core Conventions of the International Labour Organisation (“ILO”)
- (c) the UN Declaration on Human Rights
- (d) SA8000 (a standard relating to social accountability developed by the Council on Economic Priorities Accreditation Agency in New York - now known as Social Accountability International (“SAI”))

The Contractor and Contractor Personnel should work with new and current suppliers to improve their status in respect of all aspects within this CIPS practice document.

The CIPS position on Social Responsibility Issues in Purchasing and Supply Management is broadly set out below and the Contractor and Contractor Personnel are required by VAL to adhere (and procure that their respective suppliers also adhere) to the following principles:

### EMPLOYMENT IS CHOSEN (NO FORCED LABOUR)

- (a) Employees should be free to choose to work for the Contractor or Contractor Personnel
- (b) Employees should be free to leave the Contractor or Contractor Personnel after reasonable notice is served
- (c) Contractors and Contractor Personnel should not use forced, bonded or non-voluntary prison labour

### THE EMPLOYMENT RELATIONSHIPS

- (a) The Contractor and Contractor Personnel should establish recognised employment relationships with their employees that are in accordance with their national law and good practice
- (b) The Contractor and Contractor Personnel should be provided with an easy to read contract of employment with particular clarity in relation to wage levels
- (c) In the event that employees are unable to read, the contract of employment should be read and explained to them by a union representative or another appropriate third party
- (d) The Contractor and Contractor Personnel should not seek to avoid providing employees with their legal or contractual rights

### FREEDOM OF ASSOCIATION

- (a) The Contractor and Contractor Personnel should not prevent or discourage employees from joining trade unions
- (b) The Contractor and Contractor Personnel’s employees should be able to carry out reasonable representative functions in the workplace
- (c) The Contractor and Contractor Personnel should not discriminate against employees carrying out representative functions
- (d) Where the law restricts freedom of association and collective bargaining, the Contractor and Contractor Personnel should facilitate alternative means of representation

### LIVING WAGES ARE PAID

- (a) Wages and benefits should at least meet industry benchmarks or national legal standards. As a minimum, the wages paid to the Contractor and Contractor Personnel’s employees should meet their basic needs
- (b) Neither the Contractor nor Contractor Personnel should make deductions from wages unless permitted by national law or with the permission (without duress) of the employee

(c) The Contractor and Contractor Personnel should always pay in cash and not in kind, e.g. goods, vouchers



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### **SUPPLIER'S EMPLOYEES' WORKING HOURS**

- (a) Working hours should comply with national laws or industry standards
- (b) The Contractor and Contractor Personnel's employees should not be expected to work more than 48 hours per week on a regular basis
- (c) On average, the Contractor and Contractor Personnel's employees should be given one day off approximately every seven days
- (d) The Contractor and Contractor Personnel should not pressurise employees into working overtime; overtime should be voluntary and not be demanded on a regular basis; where overtime is requested by the Contractor or Contractor Personnel it should be reimbursed at an appropriate rate and should not exceed 12 hours in any week

### **SUPPLIER'S TREATMENT OF EMPLOYEES**

- (a) Under no circumstances should the Contractor or Contractor Personnel abuse or intimidate employees, in any fashion
- (b) Any disciplinary measures should be recorded
- (c) The Contractor and Contractor Personnel should have a grievance/appeal procedure that is clear, easy to understand and should be given to the employee in writing
- (d) In the event that the Contractor or Contractor Personnel's employees are unable to read, the grievance/appeal procedure should be read and explained to them by a union representative or another appropriate third party

### **LAW**

The Contractor and Contractor Personnel should always work within and adhere to the laws and applicable regulations of their country of incorporation or residence and any country in which they operate

### **HEALTH AND SAFETY**

- (a) The Contractor and Contractor Personnel should assign responsibility for health and safety to a senior management representative
- (b) The Contractor and Contractor Personnel should have appropriate health and safety policies and procedures and these should be demonstrable in the workplace
- (c) The Contractor and Contractor Personnel's employees should be trained in health and safety policy and procedures
- (d) The Contractor and Contractor Personnel should monitor compliance with health and safety policy
- (e) The Contractor and Contractor Personnel should provide employees (at the Contractor's expense) with any necessary health and safety equipment, e.g. gloves, masks, helmets
- (f) Working conditions should be comfortable and hygienic
- (g) The Contractor and Contractor Personnel should identify specific hazards, e.g. substances or equipment, and should implement processes to minimise risk
- (h) The Contractor and Contractor Personnel's employees should have access to clean toilets
- (i) The Contractor and Contractor Personnel's employees should have regular breaks and have access to water suitable for drinking and washing as a minimum

### **CHILD LABOUR**

In principle, CIPS (and therefore VAL) is against the use of child labour and believes its long-term elimination is ultimately in the best interests of children. However, the elimination of child labour must always be undertaken in a manner consistent with the best interests of the children concerned. The Contractor and Contractor Personnel should seek to ensure that they and their organisation's suppliers comply with the following:

- (a) Development or participation in and contribution to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child
- (b) Not employing children or young persons under 18 at night or in hazardous conditions

(c) In any event the course of action taken by the relevant person shall be in the best interest of the child, conform to the provisions of ILO Convention 138 and be consistent with the United Nation's Convention on the Rights of the Child



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In this context, 'child' refers to any persons less than 15 years of age, unless local legislation on the minimum age stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. 'Young person' refers to any worker over the age of a child, as defined above, under the age of 18

## **DISCRIMINATION**

The Contractor and Contractor Personnel shall not unlawfully discriminate within the meaning and scope of the provisions of The Equality Act 2010.

## **ENVIRONMENTAL IMPACT**

In addition the Employer has created minimum expectations in relation to Environmental Impact.

Therefore, Contractors and Contractor Personnel are asked to give consideration to minimising their negative impact on the environment when supplying goods and services to Employer suppliers and should be able:

- (a) To adhere to all environmental legislation, regulations and all local laws to facilitate the protection of the environment.
- (b) To have a process that ensures conformity to local regulations, including those relating to the handling, recycling, and the elimination and disposal of dangerous materials.
- (c) To have concern for the environment and an action plan to reduce the company's impact (e.g. energy reduction programme, waste stream management and recycling)
- (d) To work actively to improve the environment and proactively to pursue any initiatives that bring about that improvement.
- (e) To measure the impact on the environment and set targets to reduce that impact / improve performance

By entering into the Contract, the Contractor agrees to be bound by the principles set out in this Section 9.

## **GENERAL DATA PROTECTION REGULATION**

### **Annex A - Part 1 – Supplementary Terms and Conditions General Data Protection Regulations (GDPR)**

[Note: This Annex is based on the Procurement Policy Note PPN 02/18 produced by the Crown Commercial Service in June 2018.]

#### **STANDARD DEFINITIONS**

Employer, Party, Agreement: as defined in Section 1 Definitions and Interpretations in the Conditions of contract.

Law: means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply;

Processor Personnel: means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement;

#### **GDPR CLAUSE DEFINITIONS:**

Data Protection Legislation: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the GDPR.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Subject Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

DPA 2018: Data Protection Act 2018

GDPR: the General Data Protection Regulation (Regulation (EU) 2016/679)

Joint Controllers: where two or more Controllers jointly determine the purposes and means of processing

LED: Law Enforcement Directive (Directive (EU) 2016/680)

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Annex A – Part 2 (Security).

Sub-processor: any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement

## 1. DATA PROTECTION

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Employer is the Controller and the Contractor is the Processor unless otherwise specified in Annex A – Part 2. The only processing that the Processor is authorised to do is listed in Annex A – Part 2 by the Controller and may not be determined by the Processor.

1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- (a) process that Personal Data only in accordance with Annex A – Part 2, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (c) ensure that :
  - (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Annex A – Part 2);
  - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
    - (A) are aware of and comply with the Processor's duties under this clause;
    - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-



processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

(e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

1.5 Subject to clause 1.6, the Processor shall notify the Controller immediately if it:

(a) receives a Data Subject Request (or purported Data Subject Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Data Loss Event.

1.6 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.

1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

(a) the Controller with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

(c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Controller following any Data Loss Event;

(e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

(a) the Controller determines that the processing is not occasional;

(b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or

(c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:

- (a) notify the Controller in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause [Annex A – Part 2] such that they apply to the Sub-processor; and
- (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

#### **Annex A - Part 2: Schedule of Processing**

[This example table must be reviewed and amended by the Controller (Employer) before the contract is finalised.]

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The Processor shall comply with any further written instructions with respect to processing by the Controller.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	The Contractor may process Personal Information in the course of fulfilling its obligations under this Agreement as may be strictly necessary for the performance of the contract. Such information may relate to the occupiers of the building(s), the Employer's Staff, Agents, representative etc., and members of the public that may be affected.
Duration of the processing	Processing may take place from contract Commencement to contract Termination and /or until the expiry of the retention periods specified below.

Nature and purposes of the processing	<p>Collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data of the individuals covered in the Categories of Data Subject section below for the purposes of:</p> <ul style="list-style-type: none"> <li>• Performing the works/services and resolving any issues.</li> <li>• Enabling work/service to be provided as efficiently and effectively as possible.</li> <li>• Ensuring the security and safety of all involved.</li> <li>• Managing the overall program.</li> <li>• Statutory obligations.</li> <li>• Enabling the Employer to manage its premises.</li> <li>• Safeguarding issues.</li> <li>• Supporting the equality and diversity needs.</li> </ul>
Type of Personal Data	<ul style="list-style-type: none"> <li>• Person identifiers</li> <li>• Names</li> <li>• Occupation</li> <li>• Contact details (inc phone numbers and Email addresses)</li> <li>• Location data (inc address, UPRN)</li> <li>• Language</li> <li>• Religion</li> <li>• Health data (where relevant to the works)</li> <li>• Carers, guardians, powers or attorney, next of kin</li> <li>• Warning flags</li> </ul>
Categories of Data Subject	<ul style="list-style-type: none"> <li>• The Controller's Customers</li> <li>• The Controller's Staff</li> <li>• The Controller's Suppliers and Agents</li> <li>• Volunteers</li> <li>• TUPE Information</li> </ul>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>Information will only be retained in order to carry out the works/services under this Agreement and shall be retained by the Data Processor for a period of time to be determined by the Data Controller based on individual business needs / requirements.</p> <p>If requested by the Data Controller, the Data Processor must provide a written declaration confirming that the data has been destroyed.</p>