



Star

Dated _____

CONTRACT TO SUPPLY BUILDING CLEANING
SERVICES AT STAR KING SOLOMON ACADEMY

Between

(1) STAR ACADEMIES

and

(2) [CONTRACTOR]



CONTENTS

| CLAUSE | | PAGE |
|---------------|--|-------------|
| 1 | INTERPRETATION | 3 |
| 2 | COMMENCEMENT AND DURATION | 6 |
| 3 | EMPLOYMENT | 6 |
| 4 | CONTRACTOR'S RESPONSIBILITIES | 6 |
| 5 | TRUST'S OBLIGATIONS | 8 |
| 6 | CORRESPONDENCE AND PROGRESS | 9 |
| 7 | DEFAULT BY THE CONTRACTOR | 9 |
| 8 | VARIATION | 10 |
| 9 | CHARGES AND PAYMENT | 11 |
| 10 | AUDIT | 12 |
| 11 | INTELLECTUAL PROPERTY RIGHTS | 12 |
| 12 | INSURANCE | 13 |
| 13 | COMPLIANCE WITH LAWS AND POLICIES | 14 |
| 14 | SAFEGUARDING | 14 |
| 15 | DATA PROTECTION | 15 |
| 16 | CONFIDENTIALITY | 18 |
| 17 | FREEDOM OF INFORMATION ACT 2000 ("FOIA") | 18 |
| 18 | LIMITATION OF LIABILITY | 18 |
| 19 | OTHER INDEMNITIES | 20 |
| 20 | TERMINATION | 20 |
| 21 | OBLIGATIONS ON TERMINATION AND SURVIVAL | 22 |
| 22 | INADEQUACY OF DAMAGES | 23 |
| 23 | FORCE MAJEURE | 23 |
| 24 | ASSIGNMENT AND OTHER DEALINGS | 24 |
| 25 | WAIVER | 24 |
| 26 | RIGHTS AND REMEDIES | 24 |
| 27 | SEVERANCE | 24 |
| 30 | ENTIRE AGREEMENT | 25 |
| 31 | CONFLICT | 25 |
| 33 | THIRD PARTY RIGHTS | 25 |
| 35 | COUNTERPARTS | 26 |
| 36 | DISPUTE RESOLUTION PROCEDURE | 26 |
| 38 | JURISDICTION | 27 |
| | SCHEDULE 1 SERVICES DETAILS | 28 |
| | SCHEDULE 2 CHARGES, COSTS AND PAYMENT | 49 |
| | SCHEDULE 3 - CONTRACTOR'S KEY PERSONNEL AND TRUST'S REPRESENTATIVE | 50 |
| | SCHEDULE 4 - MANDATORY POLICIES | 51 |
| | SCHEDULE 5 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS | 52 |
| | SCHEDULE 6 - TUPE | 53 |
| | SCHEDULE 7 - HEALTH AND SAFETY | 56 |
| | SCHEDULE 8 - ENVIRONMENTAL OBLIGATIONS | 57 |
| | SCHEDULE 9 - THE SITE | 58 |



This agreement is dated _____.

Parties

- (1) **Star Academies** incorporated and registered in England and Wales with company number 07353849 whose registered office is at Star Academies, Shadsworth Road, Blackburn, Lancashire, England, BB1 2HT (“the Trust”)
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (“the Contractor”)

BACKGROUND

- (A) The Trust is appointing a building cleaning services provider to provide services that it requires at Star King Solomon Academy, Lord Street, Birmingham, B7 4AA.
- (B) The Contractor is a specialist and experienced provider of building cleaning services.
- (C) The Contractor has submitted a tender to the Trust dated [DATE OF TENDER] (“the Tender”) and the Trust has accepted the Tender of the Contractor to provide the Services on the basis that the Contractor’s Tender was the most economically advantageous tender to the Trust.
- (D) The Trust agrees to obtain and the Contractor agrees to provide such services on the terms set out in this agreement.

Agreed terms

1 INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions.

Additional Services: any services which are not within the scope of the Services but which the Trust requires that the Contractor performs from time to time.

Applicable Data Protection Laws means:

a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data including the retained EU law version of the EU GDPR (“**UK GDPR**”); the Data Protection Act 2018 (“**DPA 2018**”) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a Party.

b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Contractor is subject, which relates to the protection of personal data.

Applicable Laws: all applicable laws, statutes, regulations from time to time in force.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Change Order: has the meaning given in clause 8.1.



Charges: the sums payable for the Services, as set out in Schedule 2.

Contractor's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Contractor, its agents, subcontractors or consultants to the Trust and used directly or indirectly in the supply of the Services, including any such items specified in Schedule 1.

Contractor's Representative: the individual identified in Schedule 3, or any replacement individual appointed by the Contractor pursuant to clause 4.4.6 and clause 4.4.7, being the person responsible for managing the Services on behalf of the Contractor and any deputy of such individual identified in Schedule 3 and approved by the Trust.

Contractor Personal Data: any personal data which the Contractor processes in connection with this agreement, in the capacity of a controller.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be construed accordingly.

Deliverables: any outputs of the Services and any other documents, products and materials provided by the Contractor to the Trust as specified in Schedule 1 and any other documents, products and materials provided by the Contractor to the Trust in relation to the Services (excluding the Contractor's Equipment).

EU GDPR: means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Key Performance Indicator: the indicators of the standard to which the Deliverables are to be delivered as specified in Schedule 1.

Key Personnel: the Contractor's Manager and the individuals identified as key personnel in Schedule 3, or any replacement individuals appointed by the Contractor pursuant to clause 4.4.6 and clause 4.4.7.

Mandatory Policies: the Trust's business policies and codes listed in Schedule 4, as amended by notification to the Contractor from time to time.

Milestones: a date by which a part of the Services is to be completed, as set out in Schedule 1.

Real Living Wage: means the most recently identified living wage by the Living Wage Foundation and any successor organisation.

Services: the services set out in Schedule 1, including services which are incidental or ancillary to such services.

Trust's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Trust, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services including any such items specified in Schedule 1.

Trust's Representative: the individual identified as such in Schedule 3 or their nominated representative, being the person responsible for managing the Services on behalf of the Trust.



Star

Trust Materials: all documents, information, items and materials in any form (whether owned by the Trust or a third party), which are provided by the Trust to the Contractor in connection with the Services, including the items provided pursuant to clause 5.1.4.

Trust Personal Data: any personal data which the Contractor processes in connection with this agreement, in the capacity of a processor on behalf of the Trust.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.11 A reference to **writing** or **written** includes email but not fax unless otherwise stated.
- 1.12 A reference to approved or approval means approved in writing.
- 1.13 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 A reference to **this agreement** or to any other agreement or document is a reference to this agreement or such other agreement or document, in each case as varied from time to time.
- 1.15 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.16 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.



Star

2 COMMENCEMENT AND DURATION

- 2.1 This agreement shall commence on 01 September 2025 (the "**Commencement Date**") and shall continue, unless terminated earlier in accordance with clause 20 (Termination) or extended at the option of the Trust in accordance with clause 2.3, until 31 August 2027 (the "**Expiry Date**").
- 2.2 The Contractor shall provide the Services to the Trust in accordance with this agreement from 01 September 2025.
- 2.3 The Trust may, prior to the Expiry Date, extend the duration of the agreement for a further period by providing 1 months written notice to the Contractor, but in any case, the total duration of any extension shall not exceed 24 months from the Expiry Date of the agreement.

3 EMPLOYMENT

- 3.1 The provisions of Schedule 6 shall apply when this agreement expires or is terminated earlier in accordance with clause 20 (Termination).
- 3.2 No relationship of employer and employee will be created between the Trust and any individual engaged by the Contractor to perform the Services.

4 CONTRACTOR'S RESPONSIBILITIES

- 4.1 The Contractor warrants that it has full power and authority to enter into and carry out the provisions of this agreement and has the capacity and resources available to it to perform the Services.
- 4.2 The Contractor shall throughout the term of this agreement:
- 4.2.1 provide the Services and the Deliverables in accordance with Schedule 1;
 - 4.2.2 ensure that the Services and Deliverables will conform in all respects with Schedule 1 and that the Deliverables shall be fit for any purpose expressly or implicitly made known to the Contractor by the Trust;
 - 4.2.3 perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Contractor's industry, profession or trade;
 - 4.2.4 ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
 - 4.2.5 co-operate with the Trust in all matters relating to the Services, and comply with the Trust's instructions;
 - 4.2.6 do all such acts and things and employ and deploy such staff, persons, resources, equipment and assets as may be required to procure the uninterrupted provision of the Services to the Trust;
 - 4.2.7 ensure that the Services are carried out in a manner so as not to disturb or disrupt the activities of the Trust or any other contractor;
 - 4.2.8 before the date on which the Services are to start, obtain and at all times, maintain during the term of this agreement, all necessary licences and consents and comply with all Applicable Laws, any British Standard specification, and any requirements mandated by any insurer in relation to:
 - 4.2.8.1 the Services; and



Star

- 4.2.8.2 the installation and use of the Contractor's Equipment;
- 4.2.9 hold all Trust Materials in safe custody at its own risk and maintain the Trust Materials in good condition until returned to the Trust, and not dispose of or use the Trust Materials other than in accordance with the Trust's written instructions or authorisations;
- 4.2.10 to allow the Trust's Representative to inspect, examine and test any materials or equipment to be used in the provision of the Services at any time, and supply any product data sheets or declarations requested by the Trust's Representative without unreasonable delay;
- 4.2.11 take good care of any of the Trust's Equipment provided by the Trust pursuant to clause 5.1.5;
- 4.2.12 not do or omit to do anything which may cause the Trust to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;
- 4.2.13 notify the Trust in writing immediately upon the occurrence of a change of Control of the Contractor; and
- 4.2.14 perform the Services during the hours stated in Schedule 1 or as otherwise agreed in writing by the Trust;
- 4.2.15 ensure compliance with the Trust's Equal Opportunities Policy and provide a copy of its own Equal Opportunities Policy and monitoring process upon request;
- 4.2.16 provide such assistance and cooperation (at its own cost) as required by the Trust to procure that the transfer of the Services from provision by any previous contractor to the Contractor to ensure provision of the Services is maintained without reduction in service or quality;
- 4.2.17 prior to the commencement of the Services, provide a detailed programme to the Trust setting out the operations that shall be performed in order to provide the Services. Such programme shall require the written approval of the Trust before any of the Services shall commence and once agreed shall be incorporated into Schedule 1 of this agreement;
- 4.2.18 obtain its own information on all matters affecting the execution of the Services without relying on the Trust to provide such information;
- 4.2.19 comply with the Health and Safety obligations contained within Schedule 7
- 4.2.20 comply with all of the requirements of the Trust set out in Schedule 9 relating to the use of any site owned by the Trust;
- 4.2.21 comply with the environmental obligations contained within Schedule 8;
- 4.2.22 provide such assistance and information as the Trust may request to facilitate the Trust's compliance with its notification obligations under the Procurement Act 2023.
- 4.3 Time is of the essence in relation to Milestones for the Contractor. If the Contractor fails to meet the relevant deadlines, then (without prejudice to the Trust's right to terminate this agreement and any other rights it may have), the Trust may:
 - 4.3.1 refuse to accept any subsequent performance of the Services which the Contractor attempts to make;
 - 4.3.2 purchase substitute services from elsewhere and reclaim from the Contractor any additional costs incurred as a result of procuring such services from a third party instead of the Contractor;



Star

- 4.3.3 hold the Contractor accountable for any loss and additional costs incurred; and
 - 4.3.4 have any sums previously paid by the Trust to the Contractor in respect of the affected Services refunded by the Contractor.
- 4.4 In relation to the Contractor's personnel, the Contractor shall:
- 4.4.1 only use the Key Personnel in the provision of the Services;
 - 4.4.2 ensure that Key Personnel have suitable skills and experience to enable them to perform the tasks assigned to them, and that such Key Personnel are in sufficient number to enable the Contractor to fulfil its obligations under this agreement;
 - 4.4.3 ensure that the Contractor's Representative has authority to bind the Contractor on all matters relating to the Services (including by signing Change Orders);
 - 4.4.4 ensure that all personnel appointed by the Contractor or any permitted subcontractor involved in the provision of the Services are paid the Real Living Wage and provide evidence of the same to the Trust without delay upon request;
 - 4.4.5 ensure that all employees of the Contractor have the right to work in the UK and provide evidence in writing of the right to work in the UK within 7 days of the start of this agreement, and within 7 days of the employment of new staff who will be carrying out the Services;
 - 4.4.6 promptly inform the Trust of the absence (or the anticipated absence) of any of the Key Personnel, and if so required by the Trust, provide a suitably qualified replacement for such individual; and
 - 4.4.7 use its best endeavours not to make any changes to the Key Personnel throughout the term of this agreement and obtain the prior written approval of the Trust (such approval not to be unreasonably withheld or delayed) to any replacements for such individuals.

5 TRUST'S OBLIGATIONS

The Trust shall:

- 5.1.1 co-operate with the Contractor in all matters relating to the Services;
- 5.1.2 ensure that the Trust's Manager has authority to bind the Trust on all matters relating to the Services (including by signing Change Orders);
- 5.1.3 provide access to the Trust's premises and data, and other facilities as may reasonably be requested by the Contractor and agreed with the Trust in writing in advance, for the purposes of the Services;
- 5.1.4 provide to the Contractor all documents, information, items and materials required under Schedule 1;
- 5.1.5 provide the Trust's Equipment to the Contractor by the dates specified and in the manner prescribed in Schedule 1; and
- 5.1.6 inform the Contractor of all health and safety and security requirements that apply at any of the Trust's premises which the Contractor will require access to.



Star

6 CORRESPONDENCE AND PROGRESS

- 6.1 Any correspondence sent by the Contractor to the Trust will be sequentially numbered by the Contractor and sent to the Trust's Representative.
- 6.2 The Contractor shall report to the Trust's Representative in writing each calendar month all relevant information that may be requested by the Trust from time to time. Such report shall include as a minimum, details of the services tendered in that calendar month, assess performance against any Key Performance Indicators, assess progress in relation to Milestones, and set out the work to be undertaken in the following calendar month. The Contractor warrants that any such reports will be accurate and complete.
- 6.3 The parties shall inform each other without delay in the event that the details of the Contractor's Representative or the Trust's Representative change.
- 6.4 The Contractor's Representative shall attend monthly performance monitoring meetings called by the Trust's Representative at which a review report produced in accordance with clause 6.2 shall be submitted by the Contractor, detailing compliance with the requirements of this agreement in that particular month.
- 6.5 The Trust will measure the Contractor's performance against the Key Performance Indicators, Milestones and any associated thresholds as defined in Schedule 1.
- 6.6 If the Contractor fails to meet the Key Performance Indicator threshold in any one month it shall be deemed to be in default of the Contract.
- 6.7 The Contractor shall use all reasonable endeavours to reduce the costs of providing the Services and shall put in place within 28 days following the Commencement Date and every subsequent anniversary of such date and subject to the approval of the Trust a plan illustrating how such savings could be achieved.

7 DEFAULT BY THE CONTRACTOR

- 7.1 If the Contractor fails to comply with any of its obligations under this agreement ("the Default"), then without prejudice to any other right or remedy which the Trust may possess in respect of such a failure the Trust may do one or more of the following:
- 7.1.1 issue a default notice ("**Default Notice**") to the Contractor requiring the Contractor to remedy such Default within such time as may be specified by providing, without further charge to the Trust any part of the Services to which such failure relates;
- 7.1.2 provide or procure the provision of any part of the Services to which such Default relates until such time as the Contractor's Representative shall have provided to the satisfaction of the Trust's Representative that such part of the Services will once more be provided by the Contractor to the specified standard
- 7.1.3 terminate any aspect of the Services to which the Default relates, and thereafter itself provide or procure the provision of the said Services and without terminating the whole of this agreement in whole or part deduct from any monthly sum payable to the Contractor such proportion thereof as is fair and reasonable having regard to the period of the relevant Default and to the terms of this Contract.

The remedies of the Trust under this clause may be exercised successively in respect of any Default by the Contractor.

- 7.2 Where the Contractor fails to remedy the Default as defined in the Default Notice, or fails to remedy the Default within the time allowed, the Trust will be entitled (without prejudice to any other rights and



Star

remedies it may have) to levy a charge (a "monetary default") for each Default Notice. The valuation of a monetary default in a Default Notice will reflect the genuine value of the work that the Contractor has contracted to do but has not done, or has not done in the satisfactory manner. Where a monetary default has been levied and the Contractor has rectified the Default but then, within a short time, fails to maintain the standard of service, the Trust shall immediately without prejudice to its other rights and remedies be entitled to levy a further monetary default.

7.3 As part of a monetary default the Trust may charge the Contractor the cost of any services provided or procured by it under clause 7.1.2 together with an administration charge equal to 10% of the cost of such services to the Contractor which represents a genuine pre-estimate of the additional management time and costs to the Trust in procuring the Services due to a default by the Contractor.

8 **VARIATION**

8.1 Either party may propose changes to the scope or execution of the Services, but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties. A **Change Order** shall be a document setting out the proposed changes and the effect those changes will have on:

- 8.1.1 the Services;
- 8.1.2 the Charges;
- 8.1.3 the timetable for the Services; and
- 8.1.4 any terms of this agreement.

8.2 If the Trust wishes to make a change to the Services:

- 8.2.1 it shall notify the Contractor, providing as much detail as is reasonably necessary to enable the Contractor to prepare the draft Change Order; and
- 8.2.2 the Contractor shall, within 14 Business Days of receiving the Trust's request at clause 8.2.1, provide a draft Change Order to the Trust.

8.3 If the Contractor does not provide a draft Change Order in accordance with clause 8.2.2, the Trust can issue a notice requesting compliance. Should the Contractor not comply with the instructions in such notice, the Trust may seek alternative provision to deal with the changes to the Services set out in the Change Order and is entitled to recover any sums incurred in obtaining this alternative provision from the Contractor;

8.4 If the Contractor wishes to make a change to the Services, it shall provide a draft Change Order to the Trust within 5 days of becoming aware that a change to the Services is required. The Trust shall have complete discretion whether to agree to such Change Order.

8.5 If the Contractor submits a draft Change Order in order to comply with any applicable safety or regulatory requirements and such changes do not affect the nature, scope of, or charges for the Services, the Trust shall not unreasonably withhold or delay consent to it.

8.6 If the parties:

- 8.6.1 agree to a Change Order, they shall sign it and that Change Order shall amend this agreement; or
- 8.6.2 are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with clause 36 (dispute resolution procedure) or the Trust may terminate this Agreement in accordance with clause 20.4.2.

Commented [A1]: Note that any variation will only be permitted if it's permitted under Schedule 8 of the PA23 or is not a substantial modification or is a below-threshold modification.



Star

8.7 The Contractor shall not be entitled to charge for the time it spends on preparing and negotiating Change Orders.

9 CHARGES AND PAYMENT

9.1 In consideration of the provision of the Services by the Contractor, the Trust shall pay the Charges.

9.2 The Trust shall pay value added tax in addition to the Charges (unless such Charges are stated to be inclusive of value added tax). The Contractor shall provide any information requested by the Trust in relation to the payment of value added tax and the amounts that are due and any invoice tendered will be a VAT invoice. The Contractor shall repay any overpayment of value added tax to the Trust.

9.3 The Trust is not liable to pay and the Contractor is not authorised to incur any expenditure on behalf of or for the account of the Trust, or to pledge the credit of the Trust, or to hold itself out as an authorised signatory of the Trust, without the Trust's prior written consent. In the event of a breach of this clause, the Contractor shall indemnify the Trust for any expenditure incurred.

9.4 The Contractor shall invoice the Trust for the Charges at the intervals specified, or on the achievement of the Milestones indicated in Schedule 1. If no intervals are specified, the Contractor shall invoice the Trust monthly in arrears for Services performed during that month.

9.5 All invoices should be sent by the Contractor to the following address:

TBC

9.6 All invoices for the Charges must contain a purchase order number which will be provided by the Trust upon request. Where Additional Services have been provided, a separate invoice must be raised with a separate purchase order for those additional services.

9.7 The Trust shall pay each undisputed invoice submitted to it by the Contractor within 30 days of verification to a bank account nominated in writing by the Contractor.

9.8 The Trust will review any invoice and verify its validity within 7 days of receipt. If the Trust fails to provide any indication to the Contractor that the validity of the invoice is disputed, at the expiry of the period 7 days of receipt, the invoice will be considered to be valid.

9.9 If the Trust receives an invoice which it reasonably believes includes a sum which is not valid and properly due:

9.9.1 the Trust shall notify the Contractor in writing as soon as reasonably practicable;

9.9.2 the Trust's failure to pay the disputed Charges shall not be deemed to be a breach of this agreement;

9.9.3 the Trust shall pay the balance of the invoice which is not in dispute by the due date for payment of the invoice;

9.9.4 to the extent that the Trust is obliged, following resolution of the dispute, to pay an amount, the Contractor may not charge interest;

9.9.5 to the extent that the Contractor is obliged to refund an amount to the Trust, interest shall be added to that amount in accordance with clause 9.10 (Interest on late payments); and

9.9.6 once the dispute has been resolved, where either party is required to make a balancing payment, it shall do so within 10 Business Days and, where the Contractor is required to issue a credit note, it shall do so within 5 Business Days.



Star

- 9.10 If the Trust fails to make a payment due to the Contractor under this agreement by the due date, then, without limiting the Contractor's remedies under clause 20 (Termination), the Trust shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.10 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 9.11 The Trust may, at any time, without notice to the Contractor, set off any liability of the Contractor to the Trust against any liability of the Trust to the Contractor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. If the liabilities to be set off are expressed in different currencies, the Trust may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Trust of its rights under this clause shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.
- 9.12 The Charges shall be subject to review on each anniversary of the Commencement Date. If the parties are unable to reach agreement as to the revised Charges within one month of the date for annual review, the Charges then in force shall be increased in accordance with the yearly increase figures set out in Schedule 2. Where no such yearly increase figure have been provided, the Charges will not be increased.

10 AUDIT

- 10.1 The Contractor shall allow the Trust (or its professional advisers) to access the Contractor's premises, personnel, systems and relevant records to verify that the Charges and any other sums charged to the Trust under this agreement are accurate.
- 10.2 Subject to the Contractor's confidentiality obligations, the Contractor shall provide the Trust (and its professional advisers) with all reasonable co-operation, access and assistance in relation to each audit.
- 10.3 The Trust shall provide at least 10 Business Days' notice of its intention to conduct an audit and any audit shall be conducted during Business Hours.
- 10.4 The Trust and its professional advisers shall have the right to take copies of any records which they reasonably require and remove such copies and the Contractor shall provide the necessary facilities to assist in copying free of charge.

11 INTELLECTUAL PROPERTY RIGHTS

- 11.1 In relation to the Trust Materials:
- 11.1.1 the Trust and its licensors shall retain ownership of all Intellectual Property Rights in the Trust Materials; and
- 11.1.2 the Trust grants to the Contractor a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Trust Materials for the term of this agreement for the purpose of providing the Services to the Trust.
- 11.2 In relation to the Deliverables:
- 11.2.1 the Contractor assigns to the Trust, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Deliverables;
- 11.2.2 the Contractor shall obtain waivers of all moral rights in the Deliverables to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction; and



Star

11.2.3 the Contractor shall, promptly at the Trust's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Trust may from time to time require for the purpose of securing for the Trust all right, title and interest in and to the Intellectual Property Rights assigned to the Trust in accordance with clause 11.2.1.

11.3 The Contractor:

11.3.1 warrants that the receipt, use and onward supply of the Services and the Deliverables (excluding the Trust Materials) by the Trust and its permitted sub-licensees shall not infringe the rights, including any Intellectual Property Rights, of any third party;

11.3.2 warrants that it shall return any specifications, plans, drawings or other documents or IT equipment, software or hardware issued by or on behalf of the Trust immediately upon the termination of this agreement or when otherwise requested by the Trust; and

11.3.3 shall indemnify the Trust in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Trust arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables (excluding the Trust Materials).

11.4 If the Contractor is required to indemnify the Trust under this clause 11, the Trust shall:

11.4.1 notify the Contractor in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 11.3.3 (**IPRs Claim**);

11.4.2 allow the Contractor, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Contractor shall obtain the Trust's prior approval of any settlement terms, such approval not to be unreasonably withheld;

11.4.3 provide the Contractor with such reasonable assistance regarding the IPRs Claim as is required by the Contractor, subject to reimbursement by the Contractor of the Trust's costs so incurred; and

11.4.4 not, without prior consultation with the Contractor, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Contractor considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Trust into disrepute.

12 INSURANCE

12.1 During the term of this agreement the Contractor shall maintain in force, with a reputable insurance company:

12.1.1 public liability insurance at an amount not less than £5,000,000 (five million pounds),

12.1.2 employers liability insurance at an amount not less than £5,000,000 (five million pounds)

12.1.3 [professional indemnity insurance at an amount not less than £5,000,000 (five million pounds),

to cover the liabilities that may arise under or in connection with this agreement.

12.2 The Contractor shall produce to the Trust on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance, as well as any other documentation reasonably required by the Trust's Representative. The Contractor shall provide copies



of any insurance policy and evidence that is required in the opinion of the Trust to demonstrate adequate insurance cover at least 12 weeks prior to the commencement of the agreement to the Trust's Representative.

13 COMPLIANCE WITH LAWS AND POLICIES

13.1 In performing its obligations under this agreement, the Contractor shall comply with:

13.1.1 the Applicable Laws; and

13.1.2 the Mandatory Policies.

13.2 The Contractor will inform the Trust as soon as it becomes aware of any changes in the Applicable Laws.

14 SAFEGUARDING

14.1 The Contractor shall ensure that no person who discloses that he has a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without the approval of the Trust. The Contractor shall inform the Trust in writing if any DBS checks or other checks reveal any convictions so that the Trust can determine whether it is a Relevant Conviction for the purposes of this agreement.

14.2 For the purposes of this clause, a "**Relevant Conviction**" means a Conviction that is relevant to the nature of the Services to be provided or as specified by the Trust in this agreement.

14.3 The Contractor shall ensure that Key Personnel have signed a proper declaration disclosing all relevant convictions (whether or not "spent" under that Rehabilitation of Offences Act 1974) and make such declarations available to the Trust on request. The Contractor shall require Key Personnel to notify the Contractor within one week if they are convicted of any offence at any time. The Contractor shall be required to seek approval to continue to use for the provision of the Services a person who has reported a conviction.

14.4 The Contractor shall ensure that, in the provision of the Services, Key Personnel support the Trust in meeting its obligations to safeguard and promote the welfare of children.

14.5 The Contractor shall, in discharging its obligation in clause 14.4, have regard to the Government's Statutory Guidance on Keeping Children Safe in Education and any further safeguarding guidance issued by the Government from time to time and make its Key Personnel aware of their obligations under this guidance by means of regular training. The Contractor shall provide such evidence of its compliance with the above as shall be reasonably required by the Trust.

14.6 The Contractor shall be responsible for ensuring that the Services are compliant with any applicable laws, (including the Applicable Laws) and the guidance entitled Keeping Children Safe in Education and any further safeguarding guidance issued by the Government from time to time and shall adopt any reasonable requirements of the Trust in respect of the same. The Contractor shall provide such evidence of its compliance with the above as shall be reasonably required by the Trust.

14.7 For each member of the Key Personnel who, in providing the Services, has, will have or is likely to have unsupervised access to children, vulnerable persons or other members of the public to whom the Trust owes a duty of care, the Contractor shall (and shall procure that any relevant subcontractor shall):

14.7.1 carry out a check with the records held by the Department for Education (DfE);

14.7.2 conduct thorough questioning regarding any Relevant Convictions; and



Star

14.7.3 ensure an enhanced police check with barred lists is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS);

and the Contractor shall not (and shall ensure that any subcontractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or an inappropriate record.

14.8 The Contractor shall follow any Mandatory Policy issued by the Trust in relation to safeguarding.

14.9 The Contractor shall provide such evidence of its compliance with this clause 14 as shall be reasonably required by the Trust.

15 DATA PROTECTION

15.1 For the purposes of this clause 15, the terms **Commissioner, controller, data subject, personal data, personal data breach, processor** and **processing**, shall have the meaning given to them in the UK GDPR.

15.2 Both parties will comply with all applicable requirements of the Applicable Data Protection Laws. This clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

15.3 The parties have determined that, for the purposes of Applicable Data Protection Laws:

15.3.1 the Contractor shall process the personal data set out in Schedule 5 (Processing, Personal Data and Data Subjects) as processor on behalf of the Trust.

15.4 If the determination in clause 15.3 change, the parties shall use all reasonable endeavours to make any changes that are necessary to this clause 15 and Schedule 5.

15.5 This clause 15.5 applies where the Contractor acts as controller.

15.5.1 Without prejudice to clause 15.2, the Contractor:

15.5.1.1 shall process all Contractor Personal Data strictly in accordance with its privacy policy in the form it appears in Schedule 5 (**Contractor Privacy Policy**);

15.5.1.2 shall not amend the Contractor Privacy Policy without the Trust's prior written consent;

15.5.1.3 shall promptly comply with all reasonable instructions of the Trust in connection with the Contractor Privacy Policy, and any amendments, shall promptly provide copies of the same to the Trust on request in a commonly available electronic format, and hereby consents to the Trust making the Contractor Privacy Policy available to any applicable data subjects;

15.5.1.4 undertakes, warrants and represents that the Contractor Privacy Policy, and any amendments, will at all times comply with Applicable Data Protection Laws and that it will not make any amendments to the Contractor Privacy Policy where this would be in contravention of Applicable Data Protection Laws;

15.5.1.5 is solely responsible for ensuring that the processing of Contractor Personal Data complies with Applicable Laws, including Applicable Data Protection Laws, and in particular, that all required fair processing information is provided to the relevant data subjects; and



Star

- 15.5.1.6 promptly comply with any reasonable instructions received from the Trust to display or otherwise make available the Trust's then-current version of its privacy policy via the goods or services provided by the Contractor. Such instructions may include implementing a reasonable process to certify that the data subject has acknowledged its terms.
 - 15.5.2 If there are any inconsistencies or conflict between the terms of the Contractor Privacy Policy and this agreement, this agreement shall take precedence.
- 15.6 In relation to the Trust Personal Data, Schedule 5 sets out the scope, nature and purpose of processing by the Contractor, the duration of the processing and the types of personal data and categories of data subject.
- 15.7 Without prejudice to clause 15.2, the Contractor shall, in relation to Trust Personal Data:
 - 15.7.1 process that personal data only on the documented written instructions of the Trust unless the Contractor is required by Applicable Laws to otherwise process that Trust Personal Data. Where the Contractor is relying on Applicable Laws as the basis for processing Trust Processor Data, the Contractor shall promptly notify the Trust of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Trust on important grounds of public interest. The Contractor shall immediately inform the Trust if, in the opinion of the Contractor, the instructions of the Trust infringe Applicable Data Protection Laws;
 - 15.7.2 implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Trust Personal Data and against its accidental loss, damage or destruction, including inter alia as appropriate:
 - 15.7.2.1 the pseudonymisation and encryption of Trust Personal Data;
 - 15.7.2.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - 15.7.2.3 the ability to restore the availability and access to Trust Personal Data in a timely manner in the event of a physical or technical incident; and
 - 15.7.2.4 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
 - 15.7.3 provide any assistance or information required by the Trust in the preparation of a data protection impact assessment;
 - 15.7.4 maintain a clear and accurate record of all processing of Trust Personal Data;
 - 15.7.5 ensure and procure that that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential and have undertaken training on the correct handling of personal data under the Applicable Data Protection Laws;
 - 15.7.6 promptly assist the Trust, at the Contractor's expense, in responding to any request from a data subject and in ensuring compliance with the Trust's obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with the Commissioner, supervisory authorities or other regulators and, in particular, the Contractor shall promptly notify the Trust if it receives any complaint, notice or communication (whether from the Commissioner, any data subject, supervisory authority or other third party) which relates to processing of Trust Personal Data;



Star

- 15.7.7 notify the Trust without undue delay (an in any event within 24 hours) after becoming aware of a personal data breach and on suspecting the same, the Contractor shall promptly conduct an initial assessment to determine, with a reasonable degree of certainty, whether the event or incident qualifies for notification to the Trust under this clause 15.7.7 and shall provide a copy of this initial assessment along with such notification. The Contractor will fully cooperate with any investigations that the Trust wishes to make in response to any personal data breach;
- 15.7.8 at the written direction of the Trust, amend, transfer or delete Trust Personal Data.
- 15.7.9 at the written direction of the Trust, delete or return to the Trust all Trust Personal Data on termination or expiry of the agreement, and certify to the Trust in writing it has done so, unless the Contractor is required by Applicable Law to continue to process that Trust Personal Data, in which case the Contractor shall promptly notify the Trust, in writing, of what that Applicable Law is and shall only be permitted to process that Trust Personal Data for the specific purpose so-notified, and all other requirements set out in this clause 15 shall continue to apply to such Trust Personal Data notwithstanding the termination or expiry of this agreement for as long as such Trust Personal Data is processed by the Contractor. For the purposes of this clause 15.7.9 the obligation to "delete" data includes the obligation to delete data from back-up systems as well as live systems; and
- 15.7.10 maintain adequate records, and, on the Trust's request, make available such information as the Trust may reasonably request, and allow for and submit its premises and operations to audits, including inspections, by the Trust or the Trust's designated auditor, to demonstrate its compliance with Applicable Data Protection Laws and this clause 15.
- 15.8 The Contractor shall not, without the prior written consent of the Trust (and in any event subject to the Contractor providing the Trust with reasonable evidence that such activity is being undertaken in full compliance with Applicable Data Protection Laws):
- 15.8.1 appoint or replace (or change the terms of the appointment of) any other processor in relation to Trust Personal Data or transfer any Trust Personal Data to the same; or
- 15.8.2 carry out, via itself or via any other processor, any processing of Trust Personal Data, or transfer any Trust Personal Data, outside of the UK or European Economic Area, including processing Trust Personal Data on equipment situated outside of the UK.
- 15.9 The Trust may, at any time on not less than 30 days' notice, revise this clause 15 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 replaced by attachment to this agreement).
- 15.10 With regard indemnity and liability:
- 15.10.1 the Contractor shall, indemnify and keep the Trust indemnified from and against any and all costs, damages and expenses of any kind arising from any claim or demand brought by any person, data subject, Commissioner or supervisory authority as a result of any breach or alleged breach by Contractor of any Applicable Data Protection Law or its obligations under liability for losses arising from breaches of this clause 15 and the Contractor shall be liable for the acts of any other data processor appointed under clause 15.8.1; and
- 15.10.2 the Contractor's liability for losses arising from breaches of this clause 15 is set out in clause 18.5.2.



Star

16 CONFIDENTIALITY

- 16.1 Each party undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, affairs, Trust, clients or Contractors or the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 16.2.
- 16.2 Each party may disclose the other party's confidential information:
- 16.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 16;
 - 16.2.2 with the express written consent of the party to whom the confidential information belongs; or
 - 16.2.3 as may be required by law (including the Applicable Laws), a court of competent jurisdiction or any governmental or regulatory authority.
- 16.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement or to comply with the Applicable Laws.
- 16.4 The Contractor shall not inform any other party of any details in connection with this agreement without the prior written consent of the Trust.
- 16.5 The Contractor shall not publish or reproduce or arrange any press releases in connection with this Agreement without prior written consent of the Trust.

17 FREEDOM OF INFORMATION ACT 2000 ("FOIA")

- 17.1 The Contractor acknowledges and agrees that the Trust is subject to the FOIA and where the Contractor acts as agent for the Trust and holds records and information in relation thereto shall:
- 17.1.1 comply with the Trust's instructions and directions, including any publication scheme, policies and codes of practice issued by the Trust from time to time in relation to FOIA;
 - 17.1.2 promptly and properly comply with any valid lawful access requests;
 - 17.1.3 promptly notify and keep informed (with full supporting details if requested) the Trust of all and any access requests, all complaints and investigations in relation to the FOIA and to deal with the same in accordance with the Trust's instructions.
- 17.2 The Contractor agrees to and hereby indemnifies the Trust for losses incurred or suffered as a result of a direct or indirect breach of this clause.

18 LIMITATION OF LIABILITY

- 18.1 The Contractor has obtained insurance cover in respect of certain aspects of its own legal liability for individual claims as set out in clause 12 (Insurance) per claim. The limits and exclusions in this clause reflect the insurance cover the Contractor has been able to arrange and the Trust is responsible for making its own arrangements for the insurance of any excess liability.
- 18.2 References to liability in this clause 18 (Limitation of liability) apply to every liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.



Star

- 18.3 Nothing in this agreement shall limit the Contractor's liability under:
- 18.3.1 Clause 11.3.3 (IPR indemnity); and
 - 18.3.2 Schedule 6 (TUPE).
- 18.4 Nothing in this agreement limits any liability which cannot legally be limited, including liability for:
- 18.4.1 death or personal injury caused by negligence;
 - 18.4.2 fraud or fraudulent misrepresentation; or
 - 18.4.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) any other liability which cannot be limited or excluded by applicable law (including the Applicable Laws).
- 18.5 Subject to clause 18.3 (liability under identified clauses) and clause 18.4 (liabilities which cannot legally be limited), the Contractor's total liability to the Trust:
- 18.5.1 for damage to property caused by the negligence of its employees and agents in connection with this agreement shall not exceed £5,000,000 (five million pounds) for any one event or series of connected events;
 - 18.5.2 for loss arising from the Contractor's failure to comply with its data processing obligations under clause 15 (Data protection) shall not exceed £5,000,000 (five million pounds); and
 - 18.5.3 for all other loss or damage which does not fall within sub-clause (a) or (b) shall not exceed £5,000,000 (five million pounds).
- 18.6 Subject to clause 18.4 (liabilities which cannot legally be limited), the Trust will be under no liability to the Contractor whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any indirect or consequential loss, pure economic loss, loss of profits, loss of business, loss of contract, depletion of goodwill and like loss and including contractual damages suffered by the Contractor and/or payable by the Contractor to a third party.
- 18.7 The Trust will not be liable for any error or omission contained within information provided by the Trust to the Contractor in the performance of this agreement.
- 18.8 Subject to clause 18.6 the Trust liability shall not exceed the value of this agreement for the 12 month period from the Commencement Date or any subsequent anniversary of that date in which the breach occurs, save that such limitation will not apply in respect of any liability of the Trust for the Charges.
- 18.9 The caps on the Contractor's liabilities shall not be reduced by:
- 18.9.1 amounts awarded or agreed to be paid under:
 - 18.9.1.1 clause 11.3.3 (IPR indemnity); and
 - 18.9.1.2 Schedule 6 (TUPE on exit).
 - 18.9.2 amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.
- 18.10 Subject to clause 18.3 (Liability under identified clauses) and clause 18.4 (Liabilities which cannot legally be limited), clause 18.10.2 identifies the kinds of loss that are not excluded. Subject to that, clause 18.10.1 excludes specified types of loss solely in relation to the liability of the Trust.



Star

18.10.1 Types of loss wholly excluded:

- 18.10.1.1 Loss of profits.
- 18.10.1.2 Loss of sale or business.
- 18.10.1.3 Loss of agreements or contracts.
- 18.10.1.4 Loss of anticipated savings.
- 18.10.1.5 Loss of use or corruption of software, data or information.
- 18.10.1.6 Loss of or damage to goodwill.
- 18.10.1.7 Indirect or consequential loss.

18.10.2 Types of loss and specific losses not excluded:

- 18.10.2.1 Sums paid by the Trust to the Contractor pursuant to this agreement, in respect of any goods or Services not provided in accordance with this agreement.
- 18.10.2.2 Wasted expenditure.
- 18.10.2.3 Additional costs of procuring and implementing replacements for, or alternatives to, goods or Services not provided in accordance with this agreement. These include but are not limited to consultancy costs, additional costs of management time and other personnel costs, and costs of equipment and materials.
- 18.10.2.4 Losses incurred by the Trust arising out of or in connection with any third party claim against the Trust which has been caused by the act or omission of the Contractor. For these purposes, third party claims shall include but not be limited to demands, fines, penalties, actions, investigations or proceedings, including but not limited to those made or commenced by subcontractors, the Contractor's personnel, regulators and trustees of the Trust.

19 **OTHER INDEMNITIES**

- 19.1 The Contractor shall be responsible for all damage to or loss of property (including destruction) and shall indemnify and keep indemnified the Trust and all its respective employees, agents, contractors and invitees against all claims proceedings, damages, costs and expenses in respect of any such damage or loss.
- 19.2 The Contractor shall in all matters arising in the performance of the Services at all times observe, perform and comply with all statutory and other obligations, regulations and by-laws applicable to the performance of the Services (including without limitation health, hygiene and safety regulations and the Applicable Laws) and shall keep the Trust and all its respective employees, agents, contractors and invitees indemnified from and against all costs, claims, expenses and damages arising from any breach of any such obligations, regulations or by-laws, including the Applicable Laws, or arising from the negligence or wilful default of the Contractor.

20 **TERMINATION**

- 20.1 Without affecting any other right or remedy available to it, the agreement can be terminated by the Trust with immediate effect by giving written notice if:



Star

- 20.1.1 the Contractor commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 20.1.2 the Contractor repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- 20.1.3 the implied right to terminate granted by section 78 of the Procurement Act 2023 arises;
- 20.1.4 the Contractor suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
- 20.1.5 the Contractor commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
- 20.1.6 the Contractor applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- 20.1.7 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Contractor (being a company);
- 20.1.8 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Contractor (being a company, partnership or limited liability partnership);
- 20.1.9 the holder of a qualifying floating charge over the assets of that Contractor (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- 20.1.10 a person becomes entitled to appoint a receiver over all or any of the assets of the Contractor or a receiver is appointed over all or any of the assets of the Contractor;
- 20.1.11 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- 20.1.12 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 20.1.5 to clause 20.1.11 (inclusive);
- 20.1.13 the Contractor suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- 20.1.14 the Contractor's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; or
- 20.1.15 sub-clauses 27.1 or 27.2 are triggered but compliance therewith would violate the terms of the Procurement Act 2023 or any other Applicable Laws.



Star

20.2 The Contractor may terminate this agreement upon providing notice if the Trust commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do.

20.3 For the purposes of clause 20.1.1, **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

20.3.1 a substantial portion of this agreement;

20.3.2 failure to meet the Key Performance Indicators in two months within any 12 month period;

20.3.3 failure to hold the correct insurance cover.

over the term of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

20.4 Without affecting any other right or remedy available to it, the Trust may terminate this agreement:

20.4.1 with immediate effect by giving written notice to the Contractor if:

20.4.1.1 the Contractor commits a breach of: clause 13 (Compliance with laws and policies) or clause 15 (Data protection); and

20.4.1.2 there is a change of control of the Contractor.

20.4.2 for convenience by giving not less than 3 months' written notice to the Contractor.

21 OBLIGATIONS ON TERMINATION AND SURVIVAL

21.1 Obligations on termination or expiry

On termination or expiry of this agreement:

21.1.1 the Contractor shall immediately deliver to the Trust all Deliverables whether or not then complete, and return all of the Trust Materials and the Trust's Equipment, and destroy any other documents containing Trust Personal Data. If the Contractor fails to do so, then the Trust may enter the Contractor's premises and take possession of them. Until they have been delivered or returned, the Contractor shall be solely responsible for the safe keeping of all Deliverables, Trust Materials and Trust's Equipment in its possession and will not use them for any purpose not connected with this agreement. The Contractor shall also remove any material owned by the Contractor from any land owned by the Trust without delay; and

21.1.2 the Contractor shall at its own cost, if so requested by the Trust, provide all assistance reasonably required by the Trust to facilitate the smooth transition of the Services to the Trust or any replacement Contractor appointed by it so that the Services can be carried on with the minimum of interruption and inconvenience.

21.1.3 Upon termination, the Trust may hold any outstanding monies due to the Contractor until all monies due to the Trust have been covered. Once all payments due to the Trust have been settled, any remaining amount from the outstanding monies due to the Contractor shall be paid to the Contractor.

21.1.4 For a period of six months following any termination of the Contract (other than pursuant to clause 20.4.2), the Trust may cover the Services and recover from the Contractor any costs incurred by the Trust either by itself, or by employing other contractors to carry out the



Star

Services. In calculating such cost there shall also be added a reasonable administration charge to cover the Trust's supervision and establishment charges.

21.2 Survival

21.2.1 On termination or expiry of this agreement, the following clauses shall continue in force: clause 1 (Interpretation), clause 3 (Employment), clause 4.2.22 (Contractor's Responsibilities), clause 10 (Audit), clause 11 (Intellectual Property Rights), clause 15 (Data Protection), clause 16 (Confidentiality), clause 18 (Limitation of liability), clause 21 (Obligations on Termination and Survival), clause 17 (Freedom of Information Act 2000); clause 22 (Inadequacy of damages), clause 25 (Waiver), clause 27 (Severance), clause 31 (Conflict), clause 36 (Dispute Resolution Procedure), clause 37 (Governing law) and clause 38 (Jurisdiction).

21.2.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

22 INADEQUACY OF DAMAGES

Without prejudice to any other rights or remedies that the Trust may have, the Contractor acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the Contractor. Accordingly, the Trust shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

23 FORCE MAJEURE

23.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

23.1.1 acts of God, flood, drought, earthquake or other natural disaster;

23.1.2 epidemic or pandemic;

23.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

23.1.4 nuclear, chemical or biological contamination or sonic boom;

23.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

23.1.6 collapse of buildings, fire, explosion or accident; and

23.1.7 interruption or failure of utility service.

23.2 Provided it has complied with clause 23.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

23.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.



Star

23.4 The Affected Party shall:

23.4.1 as soon as reasonably practicable after the start of the Force Majeure Event notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement;

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

23.4.3 upon the Force Majeure Event coming to an end, as soon as reasonably practicable notify the other party in writing that the Force Majeure Event has come to an end and confirm that it will now resume performance of its obligations under the agreement.

23.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than one month, the party not affected by the Force Majeure Event may terminate this agreement by giving 15 days written notice to the Affected Party.

24 **ASSIGNMENT AND OTHER DEALINGS**

24.1 The Contractor shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement without the prior approval of the Trust. The Contractor must enter any contract with any other party in relation to the provisions of the Services on terms that in the opinion of the Trust are no less advantageous to the Trust than the terms of this agreement and provide a guarantee that is suitable in the opinion of the Trust as to the performance of that other party and compliance with the terms of this agreement.

24.2 The Trust may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights under this agreement.

24.3 In the event that the Trust agrees to any dealing, the Contractor shall ensure that there is no break or disruption to services.

25 **WAIVER**

25.1 A waiver of any right or remedy under this agreement or by law (including the Applicable Laws) is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

25.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law (including the Applicable Laws) shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law (including the Applicable Laws) shall prevent or restrict the further exercise of that or any other right or remedy.

26 **RIGHTS AND REMEDIES**

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law (including the Applicable Laws).

27 **SEVERANCE**

27.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

Commented [A2]: Note that any variation will only be permitted if it's permitted under Schedule 8 of the PA23 or is not a substantial modification or is a below-threshold modification.



Star

27.2 If any provision or part-provision of this agreement is deemed deleted under clause 27.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

28 **CORRUPT GIFTS AND PAYMENT OF COMMISSION**

28.1 The Supplier shall not offer or give, or agree to give, to any employee or representative of the Trust, any gift or consideration of any kind as an inducement or reward for doing or refraining from, or for having done, any act in relation to the obtaining or execution of this Agreement or any other agreement with the Trust, or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement or any other agreement with the Trust. The Supplier's attention is drawn to the criminal offences created by the Bribery Act 2010 and the citation of sections 1, 2 and 6 of the Bribery Act 2010 in the Procurement Act 2023.

28.2 Any breach of this Condition by the Supplier or by anyone employed by him or acting on his behalf (whether with or without his knowledge), shall entitle the Trust to terminate this Agreement and recover from the Supplier the amount of any loss resulting from such determination and/or recover from the Supplier the amount or value of any such gift, consideration or commission, as the Trust shall think fit.

29 **UNLAWFUL DISCRIMINATION**

29.1 The Supplier shall not unlawfully discriminate within the meaning and scope of the provisions of any enactment or regulation relating to the employment or recruitment of Staff or personnel.

29.2 The Supplier shall take all reasonable steps to secure the observance of the provisions of clause 29.1 by all Staff or agents and all sub-contractors employed in the execution of the Agreement.

30 **ENTIRE AGREEMENT**

30.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

30.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

30.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

31 **CONFLICT**

If there is an inconsistency between any of the provisions of this agreement and the provisions of the schedules, the provisions of this agreement shall prevail.

32 **NO PARTNERSHIP OR AGENCY**

32.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

32.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

33 **THIRD PARTY RIGHTS**

33.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.



Star

34 NOTICES

- 34.1 Any notice or other communication given by the Trust to the Contractor under or in connection with this agreement shall be in writing and shall be:
- 34.1.1 delivered by hand or by pre-paid first-class post or other next Business Day delivery service at the Contractor's registered office (if a company) or its principal place of business (in any other case);
 - 34.1.2 delivered by hand or to the last known address of the Contractor's representative; or
 - 34.1.3 sent by email to the following email address [TBC].
- 34.2 Any notice or other communication given by the Contractor to the Trust under or in connection with this agreement shall be in writing and shall be:
- 34.2.1 delivered by hand or by pre-paid first-class post or other next Business Day delivery service at the Contractor's registered office.
- 34.3 Any notice or communication shall be deemed to have been received:
- 34.3.1 if delivered by hand, at the time the notice is left at the proper address;
 - 34.3.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - 34.3.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 34.3.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 34.4 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

35 COUNTERPARTS

- 35.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

36 DISPUTE RESOLUTION PROCEDURE

- 36.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it ("**Dispute**") then where not otherwise resolved in accordance with clause 7 (**Default by the Contractor**) the parties shall follow the procedure set out in this clause:
- 36.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the Trust's Representative and the Contractor's Representative shall attempt in good faith to resolve the Dispute;
 - 36.1.2 if the Trust's Representative and the Contractor's Representative are for any reason unable to resolve the Dispute within 14 days of service of the Dispute Notice, the Dispute shall be referred to the Principal or CEO of the Trust and the Managing Director of the Contractor who shall attempt in good faith to resolve it; and
 - 36.1.3 if the Principal or CEO of the Trust and the Managing Director of the Contractor are for any reason unable to resolve the Dispute within 14 days of it being referred to them, the parties



Star

will refer the Dispute to such independent third party ("**Third Party**") as the parties shall jointly nominate.

- 36.2 If the parties fail to nominate a Third Party for whatever reason in accordance with clause 36.1.3, and a period of 14 days has passed from the expiry of the period for the Principal or CEO of the Trust and the Managing Director of the Contractor to resolve the Dispute, then the Third Party shall be nominated by the President for the time being of the Chartered Institute of Arbitrators upon request from either party.
- 36.3 The Third Party shall act as an expert and not as an arbitrator and their decision (including in relation to costs) shall, except in the case of manifest error, be final and binding upon the parties.

37 **GOVERNING LAW**

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

38 **JURISDICTION**

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

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



SCHEDULE 1 SERVICES DETAILS

Background

Star Academies (The Trust) is a not-for-profit multi-academy trust. As one of the UK's leading trust runs a diverse network of primary and secondary schools. We are a values-based organisation, committed to enhancing social mobility. All our efforts are geared towards raising the aspirations of children and young people in areas of social and economic deprivation to improve their life chances and help them succeed at the highest levels of education, employment, and the professions.

We aspire to create outstanding organisations that promote educational excellence, character development and service to communities. Nurturing Today's Young People, Inspiring Tomorrow's Leaders.

Our vision is wide-ranging. It encompasses aspiration, educational excellence, system leadership, social mobility, and cohesion. We aim to:

- Transform the educational achievement of the nation's young people, schools and academies
- Elevate the life chances of young people in areas of social and economic deprivation – from all backgrounds – to help them succeed at the highest levels of education, employment and the professions
- Lead a national drive based on rigour and high expectations designed to improve school standards
- Provide more choice for parents by offering them the chance to send their children to an inspirational school
- Ensure ambition and high aspirations are rewarded through all our schools
- Make a demonstrable impact on social mobility and equality in communities that have called out for change for so long
- Create a diverse network of faith and non-faith schools, ensuring every child has access to a first-rate education that embodies opportunity for all

Our Values are:

- **Service** – Being a responsible citizen in our community.
- **Teamwork** – Working together for excellence.
- **Ambition** – Aspiring to be our best.
- **Respect** – Treating others as we wish to be treated.

Star Academies is one of the country's leading education providers, and our schools promote excellence in everything they do. In every school, the entire staff team – working in partnership with parents and the local community – is committed to nurturing today's young people and inspiring tomorrow's leaders.

The Trust is expected to grow to circa 45 schools over the lifetime of the contract. Further details about the Trust can be found on our website: www.staracademies.org.

Further information on SKS, including term dates, school day times and more, can be found here - [Star King Solomon Academy | Part of Star Academies](#)



Star

- September 2025 estimated pupil number – 398
- Site size circa 13,360m²
- Site Plan

Specification Detail

At SKS the building cleaning specification is currently carried out by another outsourced provider, as summarised below – this potentially includes some variation to suit legacy staff.

The Authority are open to enhancing the current staffing arrangement to meet the extensive service specification, whilst adhering to the TUPE requirements/protections.

| Role | Start Time | Finish Time | Total Weekly Hours |
|------------|------------|-------------|--------------------|
| Cleaner | 15:30 | 18:00 | 12.5 |
| Cleaner | 16:00 | 18:00 | 10 |
| Supervisor | 15:00 | 18:00 | 15 |
| Cleaner | 16:00 | 18:00 | 10 |
| Cleaner | 16:00 | 18:00 | 10 |
| Cleaner | 16:00 | 18:00 | 10 |
| Cleaner | 15:30 | 18:00 | 12.5 |
| Cleaner | 16:00 | 18:00 | 10 |
| Cleaner | 16:00 | 18:00 | 10 |
| Supervisor | 15:30 | 18:00 | 12.5 |
| Cleaner | 07:00 | 09:00 | 20 |
| | 16:00 | 18:00 | |
| Cleaner | 15:30 | 18:00 | 12.5 |
| Cleaner | 10:00 | 14:00 | 20 |
| Cleaner | 07:00 | 09:00 | 22.5 |
| | 15:30 | 18:00 | |

The Academy is open 50 weeks of the year. 39 weeks are with students, with service required in all holiday periods except Christmas when the site closes for the two-week period. During the 11 weeks of holiday, deep cleaning will be required as part of this specification.



Star

Please see 'SKS TUPE Info – Confidential-V2' for further TUPE information.

The expected standard for cleaning and waste collection is detailed below.

Classrooms / Office Space / Corridors / Staircases / Landings / Balustrades / Lobby / Lifts / Entrances / Dining Areas / Sports Hall / Gymnasium

- All surfaces should be free from removable dust.
- All internal office / lobby glass and low-level windows (below 1.2m) to be clean and free from build-up, body fats, dirt, dust, smudges, fingerprints & stains.
- All fixtures and fittings should be free from dust, dirt, and debris.
- Floor should be free from dust and debris.
- All waste receptacles empty and clean.

Washrooms / Toilets / Showers

- All surfaces should be free from removable dust.
- All low-level internal windows (below 1.2m) to be clean and free from build-up, body fats, dirt, dust, smudges, fingerprints & stains
- All fixtures and fittings should be free from dust, dirt, and debris.
- All sanitary fittings must be smear free, free from grime, dirt, and dust.
- There should be no scale on sanitary fittings.
- Mirrors should be clean and smear free.
- Floors should be clean and free from dust and debris.
- Consumable items replenished.

For detailed cleaning methodology please refer to the BICS Cleaning Manual. For Specialist floors and equipment please reference the manufacturer's Instructions.

The following tables set out the detailed specification by category.

Key to Tables

D - Daily = Once a day Monday to Friday
W - Weekly = Once a week Monday to Friday
MT – Monitor = Clean / Replenish if required
MN - Monthly = Once a month
AR - As Required



Star

Classrooms

| Category | Cleaning Item | Description of task | D | N | MN | AR |
|--|--|--|---|---|----|----|
| Classrooms, Storage Cupboards and Side Rooms | Hard Floor i.e. Tiled / Vinyl | Spot vacuum soft floors / Spot mop hard floors daily. | | | | |
| | Soft Floor- Carpet / Carpet tiles | <p>Spot clean carpet floor types - Fully clean and free from dirt, dust, chewing gums & build-up round the corners ensuring mobile furniture i.e. chairs and tables are moved and returned to their original position. Spot clean, soft floor to remove stains.</p> <p>Mechanically clean and buff hard floors over summer holidays (If School has the necessary equipment).</p> | x | x | | x |
| | <i>Before cleaning ensure the floor is free from debris including pen tops, tissues, small toys, building blocks, playdough etc. Vacuuming up these items will seriously damage vacuum cleaners.</i> | | | | | |
| | Waste Bins/ Recycling Container | Empty & clean (In & Out) if soiled. Replace liners if soiled & recycling container to be emptied when 2/3 full. | | x | | |
| | Whiteboards | Fully clean from top to bottom including frames and trays | x | | x | |
| | All Surfaces (horizontal & vertical) – doors, glass kick/door plates, walls, light switches, low/high level surfaces, fixtures/fittings, internal windows, windowsill, ledges, skirting boards (scuff marks) | Fully clean and free from build-up, body fats, dirt, dust, smudges, fingerprints & stains up to (6ft) and above (6ft) using appropriate cleaning tool i.e. extendable pole. | x | x | | |
| | Fabric furniture | Fully vacuum and free from dust | | | x | |



Star

Toilets/ Showers/ Washrooms

PLEASE NOTE:

1. All staff should be COSHH trained.
2. Always wear Personal Protective Equipment (PPE)
3. Never mix cleaning agents as this could result to poisonous gases
4. Always use the correct dosage re cleaning chemicals
Always use the correct colour coded cloths and buckets.
5. Once used, always ensure that cloths and mops are cleaned and stored in a way that allows them to dry naturally. Mops should be stored upside down.
6. If floors are wet, always ensure warning signs are in place.
7. When mopping floors always use as little water as is necessary.
8. When using electrical equipment:
 - a. Check the equipment before use, especially plugs and cables
 - b. Ensure the machine cable is managed and kept behind the machine
 - c. Do not allow the cable to become taut at ankle height

Before cleaning ensure the floor is free from debris including pen tops, tissues, small toys, building blocks, playdough etc. Vacuuming up these items will seriously damage vacuum cleaners.



Star

| Category | Cleaning Item | Description of task | | ✓ | N | R |
|-----------------------|---------------------------------------|--|--|---|---|---|
| Toilets and Washrooms | Hard Floor i.e. tiles / vinyl | <p>Thoroughly clean the hard floor (sweep & spot mop) so as to be free from dirt, dust, chewing gum & build-up around the corners ensuring mobile furniture i.e. chairs, stools are moved and returned to their original position.</p> <p>Mechanically buff the floor (Monthly) if space and machinery available</p> | | | | |
| | Toilets (BICS – Task code D.3) | <p>Flush the toilet with lid down.</p> <p>Apply toilet cleaner to the inside of bowls and allow them to soak.</p> <p>Using a colour coded cloth that is immersed and wrung out with a cleaning agent, wipe outside and around toilet bowls, including toilet seat, handles, lid and underneath, hinges, toilet roll holder, pipework, toilet brush holder, cisterns working from clean area to dirty.</p> <p>Scrub the inside of toilet bowls with toilet brush and flush. Rinse brush in flushing water.</p> <p>Dry toilet seat with cloth, then close the lid.</p> | | | | |
| | Wash Hand Basins and surrounding area | <p>With colour coded cloth wrung out in cleaning solution, wipe-surrounding surfaces including wall tiles, ledges, pipes, waste bin and underneath the basin.</p> <p>Remove any objects from the basin/ hair or debris around the plug and wipe around the bowl, including taps, plug, plug chain and overflow.</p> <p>With running tap, rinse the basin thoroughly. Wring out cloth and polish taps</p> <p>Replace items i.e. soap if necessary</p> <p>Remove any splashes from walls etc.</p> | | | | |
| | Waste Bins / Recycling Container | Empty & clean (In & Out) if soiled. Replace liners if soiled & recycling container to be emptied when 2/3 full | | | | |
| | Showers | Fully clean all showers including walls & doors, paying attention to the grouting to eliminate the build of mould, scale, and body fats | | | | |
| | Consumables | Replenish toilet tissues/soap/hand towels | | | | |
| | Bright metal work / Mirror | Clean and polish dry | | | | |



Star

Office Space

| Category | Cleaning Item | Description of task | D | V | IN | R |
|--|--|--|---|---|----|---|
| Office Space, Storage Cupboards and Side Rooms | Hard Floor i.e. tiles / vinyl | Spot vacuum soft floors / Spot mop hard floors daily as necessary. | | | | |
| | Soft Floor i.e. carpet / carpet tiles | Fully clean and free from: dirt, dust, chewing gums & build-up round the corners ensuring mobile furniture i.e. chairs, under desk filing cabinets are moved and returned to their original position | x | x | | |
| | Waste Bins | Empty & clean (In & Out) if soiled. Replace liners if soiled | x | | | |
| | Recycling Container | To be emptied when is 2/3 full | x | | | x |
| | Furniture & Fittings, windowsills & ledges, skirting boards (cleanable scuff marks) & desktops where accessible | Fully clean and free from: build-up, body fats, dirt, dust, smudges, fingerprints & stains | x | x | | |
| | All Surfaces (horizontal & vertical) – doors, glass kick/door plates, walls, light switches, low/high level surfaces, fixtures/fittings, internal windows, windowsill, ledges, skirting boards (scuff marks) | Fully clean and free from: build-up, body fats, dirt, dust, smudges, fingerprints & stains up to (6ft) and above (6ft) using appropriate cleaning tool - Extendable pole | x | x | | |
| | Telephones | Telephone to be sanitised ideally with wipes | | | x | |
| | Fabric furniture | Fully vacuum and free from dust | | | x | |
| Water dispenser | Empty water cooler tray / grill and clean, Clean exterior part of the unit | x | | | | |

Corridors / Staircase / Landings



Star

| Category | Cleaning Item | Description of task | D | V | IN | R |
|------------------------------------|---|--|---|---|----|---|
| Corridors, Staircases and Landings | Waste Bins/ Recycling Container | Empty & clean (In & Out) if soiled. Replace liners if soiled & recycling container to be emptied when it is 2/3 full | x | | | |
| | Hard Floor i.e. tiles / vinyl | Spot vacuum soft floors / Spot mop hard floors daily as necessary daily. | | | | |
| | Soft Floor i.e. carpet / carpet tiles | Fully clean and free from: dirt, dust, chewing gum & build-up round the corners ensuring mobile furniture i.e. chairs, cabinets, stands are moved and returned to their original position. Spot clean to remove stains on soft floor and damp mop hard floor | x | x | | |
| | All Surfaces (Horizontal & Vertical) – doors, glass kick/door plates, walls, and light switches, low/high level surfaces, fixtures/fittings, internal windows, windowsill, ledges, skirting boards (cleanable scuff marks), fire extinguishers, picture frames, clocks, partition tops. | Fully clean and free from: build-up, body fats, dirt, dust, smudges, fingerprints & stains up to (6ft) and above (6ft) using appropriate cleaning tool - Extendable pole | x | x | | |
| | Water Dispenser | Empty, clean, dry and replace water cooler tray / grill. Clean exterior part of the unit. Replenish plastic cups / paper cones | x | | | |
| | Fabric Furniture | Spot clean | x | | x | |
| | Stairs | Fully vacuum and free from dust | x | | | |
| | | Fully clean to remove build up, dirt & stains | x | | | |

Staff Areas



Star

| Category | Cleaning Item | Description of task | D | V | I | N | R |
|---|---|--|---|---|---|---|---|
| Staff Areas, Storage Cupboards and Side Rooms | Hard Floor i.e. tiles / vinyl | Spot vacuum soft floors / Spot mop hard floors daily. | | | | | |
| | Soft Floor i.e. carpet / carpet tiles | Thoroughly clean and free from: dirt, dust and build up Mechanically clean hard floors (as required) | x | x | | | x |
| | Waste Bins/ Recycling Container | Empty & clean (In & Out) if soiled. Replace liners if soiled & recycling container to be emptied when is 2/3 full | x | | | | |
| | Sinks | When clear, sinks / work tops / splash backs to be cleaned, sanitised & wiped dry | x | | | | |
| | All Surfaces (Horizontal & Vertical) – doors, glass kick/door plates, walls, light switches, low/high level surfaces, fixtures/fittings, internal windows, windowsill, ledges, skirting boards (scuff marks) & white goods (exterior) | Thoroughly clean and free from: build-up, body fats, dirt, dust, smudges, fingerprints & stains up to (6ft) and above (6ft) using appropriate cleaning tool i.e. Extendable pole | x | x | | | |

Dining Area



Star

| Category | Cleaning Item | Description of task | D | M | W | Th | F | S | AR |
|--------------|--|--|---|---|---|----|---|---|----|
| Dining Areas | Waste Bins / Recycling Container | empty & clean (In & Out) if soiled. Replace liners if soiled & recycling container to be emptied when 2/3 full | x | | | | | | |
| | Hard Floor i.e. tiles / vinyl Soft Floor i.e. carpet / carpet tiles | ully clean (sweep and mop) and free from: dirt, dust, chewing gums & build-up round the corners ensuring mobile furniture i.e. chairs, tables, benching are moved and returned to their original position. Mechanically buff – hard floors (weekly) | x | x | | | | | |
| | All Surfaces (horizontal & vertical) – doors, glass kick/door plates, walls, light switches, low/high level surfaces, fixtures/fittings, internal windows, windowsill, ledges, skirting boards (scuff marks) | Fully clean and free from: build-up, body fats, dirt, dust, smudges, fingerprints & stains up to (6ft) and above (6ft) using appropriate cleaning tool i.e. Extendable pole | x | x | | | | | |
| | Furniture - tables, chairs, waste receptacles | Fully clean and free from: build-up, body fats, dirt, dust, smudges, fingerprints & stains. Wasted to be removed and disposed of correctly. | x | x | | | | | |

Please Note

The cleaning of chill cabinets, hot cabinets serving units, kitchen and preparation area is the responsibility of the catering staff.



Star

Communal/ Break out Areas

| Category | Cleaning Item | Description of task | D | M | W | T | F | S | R |
|---------------------------------------|--|--|---|---|---|---|---|---|---|
| Communal, Medical and Break out Areas | Hard Floor i.e. tiles / vinyl | Spot vacuum soft floors / Spot mop hard floors daily. | | | | | | | |
| | Soft Floor i.e. carpet / carpet tiles | Fully clean and free from: dirt, dust, chewing gums & build-up round the corners ensuring mobile furniture i.e. chairs, tables and stands are moved and returned to their original position. Twice weekly. Spot clean soft floors to remove stains | x | x | | | | | |
| | Waste Bins / Recycling Container | Empty & clean (In & Out) if soiled. Replace liners if soiled & recycling container to be emptied when 2/3 full | | x | | | | | |
| | Water Dispenser (if required) | Empty, clean, dry and replace water cooler tray / grill. Clean exterior part of the unit. Replenish plastic cups / paper cones | x | | | | | | |
| | Furniture & Fittings, windowsills & ledges, Skirting boards (cleanable scuff marks) & desktops where accessible | Spot cleaning on a daily basis as necessary Fully clean and free from: build-up, body fats, dirt, dust, smudges, fingerprints & stains | x | x | | | | | |
| | All Surfaces (horizontal & vertical) – doors, glass kick/door plates, walls, light switches, low/high level surfaces, fixtures/fittings, internal windows, windowsill, ledges, skirting boards (scuff marks) | Fully clean and free from: build-up, body fats, dirt, dust, smudges, fingerprints & stains up to (6ft) and above (6ft) using appropriate cleaning tool i.e. Extendable pole | x | x | | | | | |
| Fabric Furniture | Spot clean as required. Fully vacuum, must be free from dust | x | | | x | | | | |

Meeting Rooms



Star

| Category | Cleaning Item | Description of task | D | M | TN | AR |
|---------------|--|--|---|---|----|----|
| Meeting Rooms | Hard Floor i.e. tiles / vinyl | Spot vacuum soft floors / Spot mop hard floors daily. | | | | |
| | Soft Floor i.e. carpet / carpet tiles | Fully clean and free from: dirt, dust, chewing gums & build-up round the corners ensuring mobile furniture i.e. chairs, tables and stands are moved and returned to their original position. Twice weekly. | x | x | | |
| | Waste Bins / Recycling Container | Empty & clean (In & Out) if soiled. Replace liners if soiled & recycling container to be emptied when 2/3 full | x | | | |
| | Whiteboards | Fully clean from top to bottom including frames and trays | x | | | |
| | All Surfaces (Horizontal & Vertical) – Doors, Glass Kick/Door Plates, Walls, Light switches, Low/High level surfaces, Fixtures/Fittings, internal windows, windowsill, ledges, skirting boards (scuff marks) | Fully clean and free from: build-up, body fats, dirt, dust, smudges, fingerprints & stains up to (6ft) and above (6ft) using appropriate cleaning tool i.e. extendable pole | x | x | | |
| | Fabric Furniture | Fully vacuum and free from dust, daily spot clean as necessary | x | | x | |
| | Telephone | Clean using a sanitiser/wipe | | | x | |



Star

Science Labs

| Category | Cleaning Item | Description of task | D | N | MN | AR |
|--------------|--|---|---|---|----|----|
| Science Labs | Hard Floor i.e. tiles / vinyl | Fully clean the hard floor (sweep & spot mop) and free from: dirt, dust, chewing gum & build-up round the corners ensuring mobile furniture i.e. chairs and stools are moved and returned to their original position. Mechanically buff the floor (Monthly) if space and machinery available | x | | x | |
| | Waste Bins / Recycling Container | Empty & clean (In & Out) if soiled. Replace liners if soiled & recycling container to be emptied when 2/3 full | x | | | |
| | All Surfaces (horizontal & vertical) – doors, glass kick/door plates, walls, light switches, low/high level surfaces, fixtures/fittings, internal windows, windowsill, ledges, skirting boards (scuff marks) | Fully clean and free from: build-up, body fats, dirt, dust, smudges, fingerprints & stains up to (6ft) and above (6ft) using appropriate cleaning tool | x | x | | |
| | Whiteboards | Fully clean from top to bottom including frames and trays | x | | | |

IMPORTANT NOTICE

As a matter of safety for the cleaning staff, it should be assumed that anything NOT in a waste container is NOT for disposal and should NOT be removed from the area.

Science Lab Furniture

Due to the nature of the work performed in these rooms, no polish is to be used on laboratory cupboards or benches. A specialist bactericide should be used to clean benches daily.

Library



Star

| Category | Cleaning Item | Description of task | D | M | W | Th | F | S | AR |
|-------------------------------|--|--|---|---|---|----|---|---|----|
| Library - General Areas | Soft Floor i.e. carpet / carpet tiles | vacuum so as free from: dirt, dust, chewing gum & build-up round the corners ensuring mobile furniture i.e. chairs, tables, stands are moved and returned to their original position. spot clean to remove stains, daily as necessary | x | | | | | | |
| | Waste Bins / Recycling Container | empty & clean (In & Out) if soiled. Replace liners if soiled & recycling container to be emptied when 2/3 full | x | | | | | | |
| | Work Surfaces | Fully clean all work surfaces to remove fingerprints, smudges including whiteboard sills. | x | | | | | | |
| | Water Dispenser | Empty, clean, dry and replace water cooler tray / grill. Clean exterior part of the unit | x | | | | | | |
| | Partitions (Glass) | Spot clean all partitions | x | | | | | | |
| | All Surfaces (horizontal & vertical) – doors, glass kick/door plates, walls, light switches, low/high level surfaces, fixtures/fittings, internal windows, windowsill, ledges, skirting boards (scuff marks) | fully clean and free from: build-up, body fats, dirt, dust, smudges, fingerprints & stains up to (6ft) and above (6ft) using appropriate cleaning tool i.e. extendable pole Remove dust from accessible bookshelves | x | x | | | | | |
| | Fabric Furniture | fully vacuum and free from dust, daily spot clean as necessary | x | | | x | | | |

Main Entrance and Paving



Star

| Category | Cleaning Item | Description of task | D | W | MN | AR |
|--------------------------|--|---|---|---|----|----|
| Main Entrance and Paving | Waste Bins / Recycling Container | empty & clean (In & Out) if soiled. Replace liners if soiled & recycling container to be emptied when 2/3 full. | x | | | |
| | Floor hard – tiles / vinyl Soft Floor i.e. Carpet / carpet tiles | Fully clean (sweep & spot mop/ vacuum, carpeted areas) and free from: dirt, dust, chewing gums & build-up round the corners ensuring mobile furniture i.e. chairs, stands are moved and returned to their original position. Mechanically buff the floor (weekly) if space and machinery available | x | x | | |
| | All Surfaces (Horizontal & Vertical) – Doors, Door frames, Glass, Kick/Door Plates, Walls, Light switches, Low/High level surfaces, Fixtures/Fittings, internal windows, windowsill, ledges, skirting boards (scuff marks) | Fully clean and free from: build-up, body fats, dirt, dust, smudges, fingerprints & stains up to (6ft) and above (6ft) using appropriate cleaning tool - Extendable pole | x | x | | |
| | Entrance Matting | Fully clean and free from: dirt, dust, chewing gum & build-up round the corners. | x | | | x |
| | Exterior Entrance Paving, Steps & Walkways | Fully clean and free from: dust, dirt, debris, leaves, litter, chewing gum, algae & graffiti. Wash down building exterior entrance paving and walkways | x | x | | |
| | | | | | | |

Sports Hall and Gymnasium



Star

| Category | Cleaning Item | Description of task | D | V | 1N | AR |
|---|--|--|---|---|----|----|
| Sports Hall, Gymnasium, Dance Studio and Changing Rooms | Hard Floor- tiles/ vinyl / wood /specialist | Fully clean (sweep & spot mop) and free from: dirt, dust, chewing gums & build-up round the corners Please follow the manufacturer's instructions for cleaning of specialist flooring. | x | | | x |
| | Soft Floor i.e. Carpet / carpet tiles | Fully clean and free from: dirt, dust, chewing gums & build-up round the corners | x | | | |
| | Waste Bins / Recycling Container | Empty & clean (In & Out) if soiled. Replace liners if soiled & recycling container to be emptied when is 2/3 full | x | | | |
| | All Surfaces (Horizontal & Vertical) – doors, door frames, glass, kick/door Plates, walls, light switches, low/high level surfaces, fixtures/fittings, internal windows, windowsill, ledges, skirting boards (scuff marks) | Fully clean and free from: build-up, body fats, dirt, dust, smudges, fingerprints & stains up to (6ft) and above 6ft using appropriate cleaning tool – extendable pole | x | x | | |
| | Toilets (BICS – Task code D.3) | Flush the toilet with lid down. Apply toilet cleaner to the inside of bowls and allow them to soak. Using a colour coded cloth that is immersed and wrung out with a cleaning agent, wipe outside and around toilet bowls, including toilet seat, handles, lid and underneath, hinges, toilet roll holder, pipework, toilet brush holder, cisterns working from clean area to dirty. Scrub the inside of toilet bowls with toilet brush and flush. Rinse brush in flushing water. Dry toilet seat with cloth, then close the lid. | x | | | |



Star

| | | | | | | |
|---------------------------------------|--|---|--|--|--|--|
| Wash Hand Basins and surrounding area | With colour coded cloth wrung out in cleaning solution, wipe-surrounding surfaces including wall tiles, ledges, pipes, waste bin and underneath the basin. Remove any objects from the basin/ hair or debris around the plug and wipe around the bowl, including taps, plug, plug chain and overflow. With running tap, rinse the basin thoroughly. Wring out cloth and polish taps Replace items i.e. soap if necessary Remove any splashes from walls etc. | x | | | | |
| Waste Bins / Recycling Container | Empty & clean (In & Out) if soiled. Replace liners if soiled & recycling container to be emptied when 2/3 full | x | | | | |
| Showers | Thoroughly clean all showers including walls & doors, paying attention to the grouting to eliminate the build of mould, scale, and body fats | x | | | | |
| Consumables | Replenish toilet tissues/soap/hand towels | x | | | | |
| Bright metal work / Mirror | Clean and polish dry | x | | | | |

General

The Supplier must maintain a high standard of cleanliness and hygiene at all times throughout those areas for which the Supplier is responsible; this includes ensuring that surfaces and equipment are kept hygienically clean, and free from spills, stains, dust, dirt and germs, any occurrence of which shall be removed without delay using appropriate methods and materials.

The Supplier will present a proposed list of cleaning chemicals to be used in the performance of the contract including relevant COSHH data sheets. Throughout the period of the contract only those materials approved by the school will be permitted for use by the Supplier. The Supplier will ensure that COSHH regulations and product data sheets are available in the Academy and that all staff are trained in the hygienic cleansing specific to covid.



The Supplier must ensure that all internal windows are cleaned regularly.

Cleaners must use their radios at all times and be accessible for contact by school staff.

Cleaners must ensure cupboards and small offices aren't missed as part of routine cleaning and that this is being managed and overseen by the Cleaning Supervisor.

Cleaners must ensure windows remain open where chemicals are used, or floors are left wet. This is to ensure air is circulating and drying the floors and any airborne chemical impacts are minimised for the health and safety of staff or pupils present.

Skirting boards must be regularly cleaned as part of cleaning routines.

The Supplier will have responsibility for ensuring equipment is good working order or in the event of failure, repaired or replaced within 48 hours

Equipment should be updated to newer models to ensure suitable cleaning quality maintained and also improve the service wherever possible.

All staff must;

- a) wear correct uniform and ID badges
- b) have an enhanced DBS Check every 3 years
- c) hold complete and regularly updated training records
- d) sign in and out of site at each visit

Where cleaners are unavailable due to sickness, unauthorised absence etc. the Supplier **must ensure** that fully enhanced DBS cleared agency cover is put in place to cover this absence so that a full complement of cleaning staff is present to fulfil the contractual obligations.

Premises and equipment

The Academy will maintain the areas of the Academy building and fabric used for the service including (but without limitation) doors, floors, ceilings, window frames, tiles, and protective wall covering, and will also maintain waste disposal equipment, grease traps, drainage, shutters, water softeners, sinks, sterilising units, fitted walk-in freezers, cold rooms, overhead and space heaters, extraction fans, firefighting equipment, and mains for electricity, gas, and water.

As a general principle, the Supplier is expected to have robust systems and procedures in place, in line with their and the Academy sustainability policies, to ensure energy is conserved.

No installation of equipment or alterations to the storage arrangements shall be made by the Supplier without prior written approval of the Academy. Where such approval is given, equipment shall be installed and maintained by the Supplier at their sole expense. Upon termination of the contract for any reason all such equipment shall be removed, and the premises reinstated to the satisfaction of the Academy.

The Supplier shall only use the Academies premises and equipment for the provision of the services requested by the Academy and shall not use them or allow them to be used for any other purpose unless authorised in writing by the Academy.

Where equipment owned by the Academy is made available to the Supplier for use in the provision of the cleaning service, an inventory of such equipment will be agreed between the Academy and the Supplier upon the commencement of the contract.

The inventory may be reviewed and revised by agreement between the two parties at any point during the contract where it is agreed that items of equipment are no longer serviceable due to fair wear and tear, or are no longer needed, or where additional items are acquired.



Any discrepancy in equipment inventory levels, as a result of stock checks carried out by the Academy, must be rectified by the Supplier. Items identified as missing must be replaced within four weeks of the discrepancy being noted.

All items listed in the inventory remain at all times the property of the Academy and on the date of termination of the contract must be returned to the school.

Academy staff and other persons authorised by the Academy may access the cleaning storerooms and all equipment at any reasonable time.

Security

The Supplier will ensure that there are necessary security procedures in place to ensure that any persons at the academy and the premises are not put at risk because of their activities or their failure to act. The Supplier will be responsible for the security of its own goods and equipment used in the provision of the service.

The Supplier will comply with any reasonable conditions imposed on vehicular access to the Academy.

Any damage to the premises, goods, or equipment belonging to the Academy that are damaged due to theft or vandalism at the negligence of staff working on behalf of the Supplier will be replaced or repaired at the Supplier's expense.

Sustainability

If within the contract period the school introduces a scheme for more efficient energy consumption, then the Supplier will co-operate in the implementation of any such scheme.

TUPE Information

Please see detailed Schedule 6 – TUPE for further information.

Inventory of Equipment

All cleaning equipment currently in the Authority belongs to the incumbent provider. Bids need to be inclusive of equipment costs and consideration should be given to the ongoing provision, servicing, maintenance, and replacement of the equipment as this will be the responsibility of the successful tenderer.

Service Level Agreement / KPIs

A number of measurable outputs of the operation of the Contract are to be defined as Key Performance Indicators (KPIs) and these are specified here. They are designed to measure the ability of the Supplier to meet the requirements and expectations of the Authority in a quantifiable way.

The initial KPIs and their associated thresholds are specified here. The Supplier shall collate these measurements and report upon them on a monthly basis ("KPI reports") and the Supplier shall, on a continuing basis, warrant the truth, accuracy and completeness of such reports. No penalties will be incurred during the first 3 months of the Contract.

| | Output Measurements (KPIs) | Reporting Period | Threshold |
|---|--|------------------|---------------------|
| 1 | Number of complaints logged in writing by either the Supervising Officer or building occupants | Monthly | Maximum 3 per month |
| 2 | Monthly Quality Audit scores | Monthly | 90% |
| 3 | Number of Performance Standards failures, anomalies or issues identified through the Quality Auditing procedures | Monthly | Maximum 5 per month |



Star

| | | | |
|---|--|----------------------------------|--|
| 4 | Full complement of staff available at all times | Monthly | 90% complement in attendance |
| 5 | Staff have undergone induction training to work on relevant site | Monthly | 100% completion |
| 6 | Staff have undergone training in the H&S aspects of their job | Monthly | 100% completion |
| 7 | All site-specific Risk & Method Statements in place for all activities | Start of contract then 6 monthly | 100% completion. All method statements available and shared with all staff |
| 8 | All Supplier equipment and chemicals to be stored in line with H&S legislation | Start of contract then 6 monthly | 100% completion |
| 9 | Submission of KPI reports on a monthly basis containing complete and accurate KPI data | Monthly | 100% |

When KPI data has been collated for a period of 3 months, the parties will consider the data with a view to agreeing the appropriateness and reliability of the initial KPIs and thresholds. Opportunity will be given to the Supplier to propose improvements. The Poor Performance Penalty process will be implemented at that time. At any time during the Contract the number and type of KPIs may be varied, together with the associated thresholds, by mutual agreement.

In the event of a failure to agree ongoing KPIs and thresholds at any time the KPI arrangement already in existence will remain in place.

Poor Performance Penalties

The Suppliers performance will be assessed each month by reference to the achievement of the KPI thresholds. If the Supplier fails to meet the KPI thresholds in any two months, it shall be deemed to be in Default of the Contract.

Material or persistent breaches of these KPI thresholds may result in termination of the Contract without compensation to the Supplier.

Monitoring & Reporting

A structure of monitoring, reporting and auditing, as detailed below, shall be established by the Supplier with immediate effect at Contract start. The Supplier shall carry out a monthly quality visit to monitor standards and to collate the Building Representative survey data, where appropriate.

The following reports shall be collated and reported to the Authority as follows:

Monthly reports which shall include:

- Complaints and compliments log
- Quality Audit Scores including action plans as required
- The percentage of the planned Cleaning Schedule completed successfully.
- Details of where the Cleaning Schedule has not been met (indicating any issues).
- Staff hours worked vs contracted hours.
- Staff training planned and completed.
- A summary of (and explanation if necessary) of the register of complaints.



- Confirmation that all employees working on the Authority's premises have been checked with the Disclosure and Barring Service for criminal convictions.
- Health & Safety; Accident reporting, register of risk & method statements.

Quarterly Reports which shall include:

- A summary of the cumulative trends of the monthly reporting lines.
- A summary of what internal audits and quality checks have been carried out together with the findings, conclusions and subsequent actions.

From time to time the Authority may require ad hoc reports, additional to the regular reports, giving information on specific issues.



Star

SCHEDULE 2 CHARGES, COSTS AND PAYMENT

[Completed Pricing Schedule to be inserted from the Contractors Tender Response]

[Needs to include any yearly increase figures]



SCHEDULE 3 - CONTRACTOR'S KEY PERSONNEL AND TRUST'S REPRESENTATIVE

Contractor's Key Personnel:

Contractor's Representative: [NAME]

Other Key Personnel: [NAMES AND TITLES OF RELEVANT EMPLOYEES]

Trust's Representative: [SBM TBC]



SCHEDULE 4 - MANDATORY POLICIES

The Mandatory Policies are:

- Data Protection Policy
- Electronic Information and Communications Systems Policy
- Freedom of Information Policy
- Modern Slavery Act Transparency Statement

These can be found on the following URL: <https://staracademies.org/about-us/document-zone/>

As well as the following which are available upon request:

- Alcohol and Drugs at Work Policy
- Anti-Fraud Policy
- Anti-Corruption and Bribery Policy
- Code of Conduct Policy
- Health and Safety Policy
- Safeguarding Policy
- Vetting and Due Diligence

Mandatory Policies may be amended at any time by Star with updated copies being provided to the Supplier.



Star

SCHEDULE 5 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1 ROLE OF THE PARTIES

1.1 The Contractor acts as a processor and the Trust acts as a controller.

2 PARTICULARS OF THE PROCESSING

| | |
|---|--|
| <i>The subject matter and duration of the Processing</i> | <i>The parties will Process Personal Data in the context of:</i> Contact details for school leads and school business managers only. Any data must be deleted once the contract term has expired. |
| <i>The nature and purpose of the Processing</i> | <i>The Processing will be for the purposes of:</i> For contact purposes of the contract only. |
| <i>The type of Personal Data being Processed</i> | <i>The Personal Data will include:</i> <ul style="list-style-type: none">• Names• E-mail addresses• Postal addresses |
| <i>The categories of Data Subjects</i> | <i>The Data Subjects will include:</i> Star employees only. |

3 TECHNICAL AND ORGANISATIONAL MEASURES

[Provide details of any technical measures or organisational measures that will be used as part of the approach to Data Protection]

4 [CONTRACTOR PRIVACY POLICY]



Star

SCHEDULE 6 - TUPE

1 GENERAL

- 1.1 In this Schedule 6 the following definitions apply:
- 1.1.1 **New Contractor:** another party chosen by the Trust to take over the provision of all or part of the Services.
 - 1.1.2 **Old Contractor:** another party previous chosen by the Trust who the Contractor will be replacing for the provision of all or part of the Services.
 - 1.1.3 **Previous Employees:** those persons listed in a Schedule to be agreed by the parties prior to the Previous Transfer Date who it is agreed were employed by the Trust and/or the Old Contractor wholly and/or mainly in the Services immediately before the Previous Transfer Date.
 - 1.1.4 **Previous Transfer Date:** means the date or dates on which there is a transfer of responsibility for the provision of the Services or part of the Services between the Trust and/or an Old Contractor and the Contractor (as the case may be).
 - 1.1.5 **Returning Employees:** those persons listed in a Schedule to be agreed by the parties prior to the Subsequent Transfer Date who it is agreed were employed by the Contractor wholly and/or mainly in the Services immediately before the Subsequent Transfer Date.
 - 1.1.6 **Subsequent Transfer Date:** means the date or dates on which there is a transfer of responsibility for the provision of the Services or part of the Services between the Contractor and the Trust and/or a New Contractor (as the case may be).
 - 1.1.7 **TUPE:** the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) (as amended).
- 1.2 Any expenses incurred by the Contractor in satisfying the conditions in this Schedule shall not be recoverable from the Trust.

2 TUPE ON ENTRY

- 2.1 The parties acknowledge and agree that where all or part of the Services cease to be provided by the Trust and/or an Old Contractor for any reason and where all or part of the Services continue to be provided by the Contractor, there may be a relevant transfer of the Previous Employees to the Contractor for the purposes of TUPE. If there is such a transfer, the employment of the Returning Employees shall transfer to the Contractor in accordance with TUPE with effect from the Previous Transfer Date.
- 2.2 Save where the Trust and the Old Contractor reasonably believe that there will be no relevant transfer for the purposes of TUPE, the Trust shall provide a list of Previous Employees prior to the Previous Transfer Date, and the Contractor shall co-operate in seeking to ensure the orderly transfer of the Previous Employees to the Contractor. The Trust will produce all information reasonably requested by the Contractor in relation to the transfer however the Trust provides no warranty or assurance in relation to the accuracy of such information. The Contractor shall:
- 2.2.1 Employ those existing employees identified for transfer by the Trust on their current rates of pay and conditions of service (including local conditions) as a minimum.
 - 2.2.2 Take over any collective agreement on behalf of the employees concerned which is in force immediately before transfer and recognise any independent trade unions. If



Star

subsequently any adjustment is made to arrangements the Contractor shall be liable for any compensation including payments in respect of any continuous service of the employees concerned at the Trust.

2.2.3 Offer all employees concerned;

2.2.3.1 membership of a good quality employer pension scheme, being a contracted-out final salary based defined benefit scheme, or a defined contribution scheme broadly comparable with a Local government Pension Scheme.

2.2.3.2 access to a stakeholder pension scheme or equivalent alternative.

Where a transferring employee receives employer pension contributions to a stakeholder pension scheme or equivalent alternative as part of their current pay and conditions of service, the Contractor is required to match employee contributions, up to six percent of the employees salary.

3 TUPE ON EXIT

3.1 The parties acknowledge and agree that where all or part of the Services cease to be provided by the Contractor for any reason and where all or part of the Services continue to be provided by the Trust and/or a New Contractor, there may be a relevant transfer of the Returning Employees to the Trust and/or the New Contractor for the purposes of TUPE. If there is such a transfer, the employment of the Returning Employees shall transfer to the Trust and/or the New Contractor in accordance with TUPE with effect from the Subsequent Transfer Date.

3.2 Save where the parties reasonably believe that there will be no relevant transfer for the purposes of TUPE, the parties shall co-operate in agreeing a list of Returning Employees prior to the Subsequent Transfer Date, and shall co-operate in seeking to ensure the orderly transfer of the Returning Employees to the Trust and/or the New Contractor.

3.3 The Contractor shall not later than six months prior to the expiry of this agreement (or, if earlier, within 14 days of notice being given of termination of this agreement) to the extent lawfully permitted provide the Trust with the following details:

3.3.1 a list of those personnel engaged in the Services (**Potential Returning Employees**);

3.3.2 job title, age, length of continuous services, current remuneration, benefits, and notice periods of the Potential Returning Employees;

3.3.3 terms and conditions of employment of the Potential Returning Employees, including any particulars that the Contractor is obliged to give under section 1 of the Employment Rights Act 1996;

3.3.4 any current disciplinary or grievance proceedings ongoing in respect of the Potential Returning Employees and any such proceedings in the preceding two years;

3.3.5 any claims, current or which the Contractor has reasonable grounds to believe will be brought by the Potential Returning Employees or their representatives or which have been brought in the preceding two years;

3.3.6 all benefit schemes or arrangements (whether contractual or not) applicable in respect of the Potential Returning Employees;



Star

3.3.7 information on any collective agreements which will have effect in relation to the Potential Returning Employees after the Subsequent Transfer Date pursuant to TUPE; and

3.3.8 any other information requested by the Trust.

The Contractor shall provide updates of the details listed above at regular intervals to be specified by the Trust.

3.4 Within the last 6 months of the term of the agreement or following a notice of termination of this agreement, the Contractor shall not employ or assign any new employees to the provision of the Services or dismiss, vary the number or change the terms of employment of any employees assigned to the Service without the written consent of the Trust.

3.5 The Contractor shall consult jointly as necessary together with the Trust (in advance) and any independent recognised Trade Union about the transfer of the undertaking allowing adequate time for consultation, such consideration to include:

3.5.1 Notification that the transfer will take place, its approximate timing and the reasons.

3.5.2 The legal, economic and social implications of the transfer for the affected staff.

3.5.3 The proposed arrangements for running the Services, particularly the staffing arrangements.

3.6 The Contractor shall indemnify the Trust (both for itself and a New Contractor) against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by the Trust and/or a New Contractor in connection with or as a result of:

3.6.1 any claim or demand by any Returning Employee or a trade union or other body or person representing a Returning Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) arising from any act, fault or omission of the Contractor on or before the Subsequent Transfer Date;

3.6.2 any failure by the Contractor to comply with its obligations under regulations 13 and 14 of TUPE, or any award of compensation under regulation 15 of TUPE, save where such failure arises from the failure of the Trust and/or New Contractor to comply with its or their duties under regulation 13 of TUPE;

3.6.3 a claim by any person who transfers or alleges that they have transferred to the Trust or the New Contractor but whose name is not included in the list of Returning Employees.

3.7 If TUPE applies to transfer the employment of any person employed by the Contractor to the Trust or any New Contractor then if the Trust or such New Contractor shall serve a notice terminating the employment of such person within six months after the date of such transfer, the Contractor shall indemnify the Trust (for itself and a New Contractor) in respect of any statutory or contractual redundancy payment payable in respect of such person, and any compensation or damages which the Trust is obliged to pay to such person for unfair and/or wrongful dismissal or as a reasonable settlement of a claim for such compensation or damages.



Star

SCHEDULE 7 - HEALTH AND SAFETY

- 1.1 The Contractor shall comply with all applicable Health & Safety regulations. The Contractor is required to read and comply with any instructions of the Trust in relation to Health & Safety.
- 1.2 Prior to commencement of this agreement, the Contractor shall inspect any land owned by the Trust which it will need to access for the performance of the Services and submit a report of its findings and recommendations with regard to Health and Safety to the Trust's Representative.
- 1.3 The Trust shall inform the Contractor of any rules, practices and procedures relating to Health and Safety or fire and security operated in respect of the Trust and shall provide the Contractor with copies of such rules, practices and procedures where they are contained in writing and the Contractor shall comply with the same.
- 1.4 The Contractor must undertake to provide Key Personnel with all relevant training to enable them to complete their tasks safely and efficiently. All appropriate courses will be undertaken at the Contractors cost.
- 1.5 The Contractor shall ensure that all vehicles and equipment used or operated by its staff, employees, agents or subcontractors in provision of the Services comply with all statutory and legal requirements.
- 1.6 The Contractor shall ensure that Key Personnel attending the Site wear suitable clothing for undertaking the Services and on which the name of the Contractor shall be marked.
- 1.7 The Trust will not be held accountable or liable for and shall not be under an obligation to insure against damage or loss to the personal property or goods belonging to the Contractor or to his staff, arising from a break-in, theft or vandalism.
- 1.8 Each party shall inform the other as soon as reasonably practical of all accidents, dangerous occurrences or incidents of disease in compliance with the Trust's safety policy.
- 1.9 The Contractor shall safeguard and take all necessary precautions against damage by fire or explosion when the execution of the Services involve the presence of flame or sparks.
- 1.10 Petroleum products and other inflammable or vaporising liquids, gases, solids and hazardous chemicals shall only be used by the Contractor in accordance with the regulations applicable thereto. When equipment and vessels containing those items are not in use they shall be removed by the Contractor, together with their contents, to a safe place for storage.
- 1.11 The Contractor shall observe, perform and comply with all the relevant provisions of the Fire Precautions Act 1971, Health & Safety at Work Act 1974, Control of Pollution Act 1974, Provision and Use of Work Equipment Regulations 1998, Control of Major Accident Hazard Regulations 1999, Control of Substances Hazardous to Health Act, the Public Health Acts, any amendments or re-enactment thereof and/or any other relevant legislation and good working practice.



Star

SCHEDULE 8 - ENVIRONMENTAL OBLIGATIONS

- 1.1 The Contractor is responsible for ensuring compliance with the following legislation and guidance and any other legislation or guidance the Trust may reasonably require:
 - 1.1.1 The Environmental Policy of the Trust.
 - 1.1.2 Policy Statement on Green Housekeeping issued by the Department for Energy Food and Rural Affairs.
 - 1.1.3 The Environmental Protection Act 1990.
 - 1.1.4 Environmental Technology Best Practice Programme.
 - 1.1.5 The non-use of CFC based products or other pollutants.
 - 1.1.6 ANY FURTHER LEGISLATION OR GUIDANCE REQUIRED BY THE TRUST
- 1.2 The Contractor must ensure that the most economic use is made of lighting facilities during the operations of the Services, taking into account safety standards and practical working requirements. Unless specified by the Trust lights should not be left switched on in unoccupied rooms and corridors where operatives are not working.



Star

SCHEDULE 9 - THE SITE

- 1.1 For the purposes of this agreement, the “**Site**” shall mean any land or premises owned by the Trust to which the Contractor requires access for the performance of the Services.
- 1.2 Nothing in this agreement is intended by either party to create a relationship of landlord and tenant at the Site.
- 1.3 No personnel other than the Key Personnel will be permitted to access the Site without the express written consent of the Trust. The Trust reserves the right to refuse any of the Key Personnel access to the Trust’s premises, which shall only be given to the extent necessary for the performance of the Services.
- 1.4 In order to access the Site, the Contractor shall comply with all security requirements set out by the Trust including but not limited to ensuring that Key Personnel carrying out the Services on land owned by the Trust are provided with a Trust issued identity document.

Use

- 1.5 The Contractor shall not use any part of the Site for any purpose other than for carrying out the Services.
- 1.6 If areas of the Site are placed at the disposal of the Contractor for use as offices, workshops or stores, the Contractor shall give a written receipt for all fittings, fixtures and contents therein and shall deliver up the areas, including the fittings and other items, to the Trust’s Representative in a clean state and complete in every respect at the date of termination of this agreement or as soon thereafter as is deemed by the Trust’s Representative to be reasonable.
- 1.7 The Contractor shall maintain all materials and equipment in a safe, serviceable and clean condition and ensure clean and safe storage.

General facilities

- 1.8 The Trust may allow the Contractor, its staff, employees, agents or subcontractors to use, catering and toilet facilities, car parks and any other facilities on the Site subject to the Trust’s prior agreement and subject to the Contractor abiding by all regulations applicable to such facilities.
- 1.9 To the extent that car parking spaces are made available by the Trust, the parking of Contractor vehicles shall be confined to those specifically provided car parking spaces.
- 1.10 The Contractor shall ensure that the Contractors’ vehicles and any vehicles belonging to any subcontractor carry the name of the Contractor or subcontractor in the form of identifying stickers when they are parked upon the Site.
- 1.11 The Trust shall allow the Contractor, its staff, employees, agents or subcontractors reasonable use of the installed telephone system solely on the Site in connection with the performance of the Services.

Utilities

- 1.12 The Trust shall ensure that sufficient light and heat are provided on the Site as are reasonably required for the performance of the Services.

Restrictions



Star

- 1.13 Smoking, sleeping or the use of televisions and personal audio equipment is not permitted within the Site. The Contractor shall ensure that all personnel and those of its subcontractors comply with this restriction.
- 1.14 Any personnel of the Contractor found to be, or suspected to be, under the influence of drugs or alcohol shall be instructed by the Contractor to immediately leave the Site.

General

- 1.15 All Key Personnel, shall obey at all times the lawful orders of any authorised representative of the Trust, and the requirements of all applicable rules and regulations.
- 1.16 The Contractor shall be responsible for observance by its personnel and its subcontractors, of all applicable health and safety precautions necessary for the protection of such persons and otherwise visiting the Sites including, without limitation, all precautions required under any legislation.
- 1.17 The Contractor shall ensure observance of any regulations, advice or instructions of the Police or other public body that has jurisdiction in any location in which the Services are undertaken including those relating to the loading and unloading of vehicles
- 1.18 The Contractor will (and will ensure that its staff and subcontractors) comply with the Trust's security and personnel policies in force and notified to the Contractor in writing from time to time.



Star

Signed on Behalf of Star Academies (The Trust):

Authorised Signatory 1: _____

Date: _____

Name: _____

Designation: _____

Authorised Signatory 2: _____

Date: _____

Name: _____

Designation: _____

Signed on behalf of [insert name of Contractor] (The Contractor):

Authorised Signatory 1: _____

Date: _____

Name: _____

Designation: _____

Authorised Signatory 2: _____

Date: _____

Name: _____

Designation: _____