

Clerk to Council: Elizabeth Martin

Website: <https://www.lynehamandbradenstoke-pc.gov.uk/>

Email: Parish.clerk@lynehamandbradenstoke-pc.gov.uk

Telephone: 01249 561020

Facebook: <https://www.facebook.com/Lynehamandbradenstokeparishcouncil/>

Ivy House
72 The Green
Poulshot
SN10 1RT

TOILET OPERATION AND CLEANING CONTRACT

LYNEHAM & BRADENSTOKE PARISH COUNCIL

1st JUNE 2025 TO 31st MAY 2028 (3 Years)

Location of Facilities: Public toilet block in Lyneham village, located next to the Co-op Supermarket, comprising male, female, and disabled toilets.

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Overview:

Lyneham village's public toilet block serves local residents, visitors, and drivers passing through. This contract outlines the responsibilities of the contractor for the operation, cleaning, and minor maintenance of these facilities over a three-year term.

Contract Terms and Conditions

1) *Operating Hours*

- a) The toilets must be unlocked and opened daily at:
- b) **Summer Months (April to September):** 7:00 AM and locked at 8:00 PM.
- c) **Winter Months (October to March):** 7:30 AM and locked at 7:00 PM.
- d) The facilities must remain accessible to the public every day, except on Christmas Day or in the event of unforeseen circumstances (e.g., flooding, burst pipes, or other emergencies), with prior notification to the Parish Clerk where feasible.

2) *Cleaning Standards*

- a) The contractor shall clean the toilets daily to maintain aesthetic and hygienic conditions, adhering to the British Toilet Association (BTA) standards, including but not limited to:
 - i) Cleaning and disinfecting all surfaces (toilets, sinks, floors, walls, and mirrors).
 - ii) Emptying waste bins and disposing of refuse appropriately.
 - iii) Checking and clearing drains to prevent blockages.
- b) Cleaning must occur outside peak usage times to minimise disruption to the public, with a schedule agreed upon with the Parish Council.

3) *Fault Reporting and Repairs*

- a) Any faults, damage, or maintenance issues (e.g., leaks, broken fixtures) must be reported to the Parish Clerk within 24 hours of discovery.
- b) Minor repairs (e.g., replacing light bulbs, fixing loose fittings) shall be undertaken by the contractor and invoiced separately, with prior approval from the Parish Clerk for costs exceeding £50.
- c) Major repairs or replacements (e.g., sanitary fittings, structural damage) will be arranged by the Parish Council, with the contractor facilitating access as needed.

4) *Equipment and Materials*

- a) The contractor shall provide all cleaning materials, tools, and equipment, which must comply with UK Health and Safety Executive (HSE) regulations.
- b) Cleaning products must be environmentally friendly and approved by the Parish Council.

5) *Consumables*

- a) The contractor shall supply and replenish consumables daily, including toilet paper, hand soap, and paper towels (or maintenance of hand dryers, if applicable).
- b) Consumable brands and specifications must align with Parish Council directives. Costs will be invoiced monthly as a separate, fluctuating fee, supported by receipts or evidence of purchase.

6) *Ad-Hoc Cleaning*

- a) The contractor must provide additional cleaning services on an ad-hoc basis (e.g., after vandalism or heavy usage) at an agreed hourly rate or fixed call-out fee, to be specified in the tender submission.

7) *Graffiti and Vandalism*

- a) Graffiti, defacement, or minor vandalism must be cleaned or rectified by the contractor within 48 hours of discovery and reported to the Parish Clerk.
- b) Major vandalism (e.g., structural damage) will be addressed by the Parish Council, with costs invoiced separately if contractor assistance is required.

8) *Health, Safety, and Appearance*

- a) The contractor and any staff must wear appropriate uniforms and Personal Protective Equipment (PPE) during cleaning, supplied by the contractor.
- b) A risk assessment and method statement for cleaning operations must be submitted to the Parish Council prior to contract commencement and updated annually.

9) *Performance Monitoring*

- a) The Parish Council reserves the right to conduct spot checks and monthly inspections, providing written feedback to the contractor.

- b) The contractor must address any issues raised within 7 days, unless otherwise agreed.

10) *Insurance*

- a) The contractor must maintain Public Liability Insurance (minimum £5 million coverage) throughout the contract term, with evidence provided at the start of the contract and upon renewal each year.

11) *Payment Terms*

- a) Payment will be made monthly in arrears upon submission of an itemised invoice detailing cleaning services, consumables, and any additional costs (e.g., ad-hoc cleaning, minor repairs).
- b) Invoices must be submitted to the Parish Clerk by the 5th of each month, with payment processed within 30 days.

12) *Subcontracting*

- a) The contractor may not subcontract any duties under this contract without prior written consent from the Parish Council. Subcontractors must meet the same standards and insurance requirements.

13) *Contract Variations*

- a) The Parish Council may amend the scope of work (e.g., adding or removing facilities, adjusting cleaning frequency) after negotiation with the contractor and with reasonable notice.

14) *Termination*

- a) Either party may terminate the contract with three months' written notice.
- b) The Parish Council may terminate with one month's notice if the contractor fails to meet performance standards, following a 14-day period to remedy the issue.
- c) Immediate termination may occur in cases of gross negligence, misconduct, or failure to maintain insurance.

15) *Dispute Resolution*

- a) Any disputes arising under this contract shall first be addressed through mediation between the contractor and the Parish Clerk. If unresolved, the matter will be referred to the Parish Council as the decision-making body, and to an independent arbitrator agreed upon by both parties should the matter remain unresolved.

16) *Data Protection*

- a) The contractor must comply with the UK General Data Protection Regulation (GDPR) and Data Protection Act 2018, particularly if handling personal data (e.g., incident reports involving individuals).

17) *Environmental Responsibility*

- a) The contractor shall minimise environmental impact by using eco-friendly products and disposing of waste in accordance with local recycling and waste management regulations.

Evaluation Criteria for Tender Submissions

Tenders will be assessed based on the following weighted criteria to ensure the selection of a contractor who offers value for money, reliability, and quality service:

1. **Cost (60%):** Competitive pricing for the core cleaning contract, consumables, and ad-hoc services (hourly rate or call-out fee).

Clarity and transparency in cost breakdowns, including any anticipated annual increases.

2. **Experience and Capability (30%):** Demonstrated experience in managing public toilet cleaning contracts or similar facilities (references required).

Evidence of staff training, reliability, and ability to meet BTA cleaning standards.

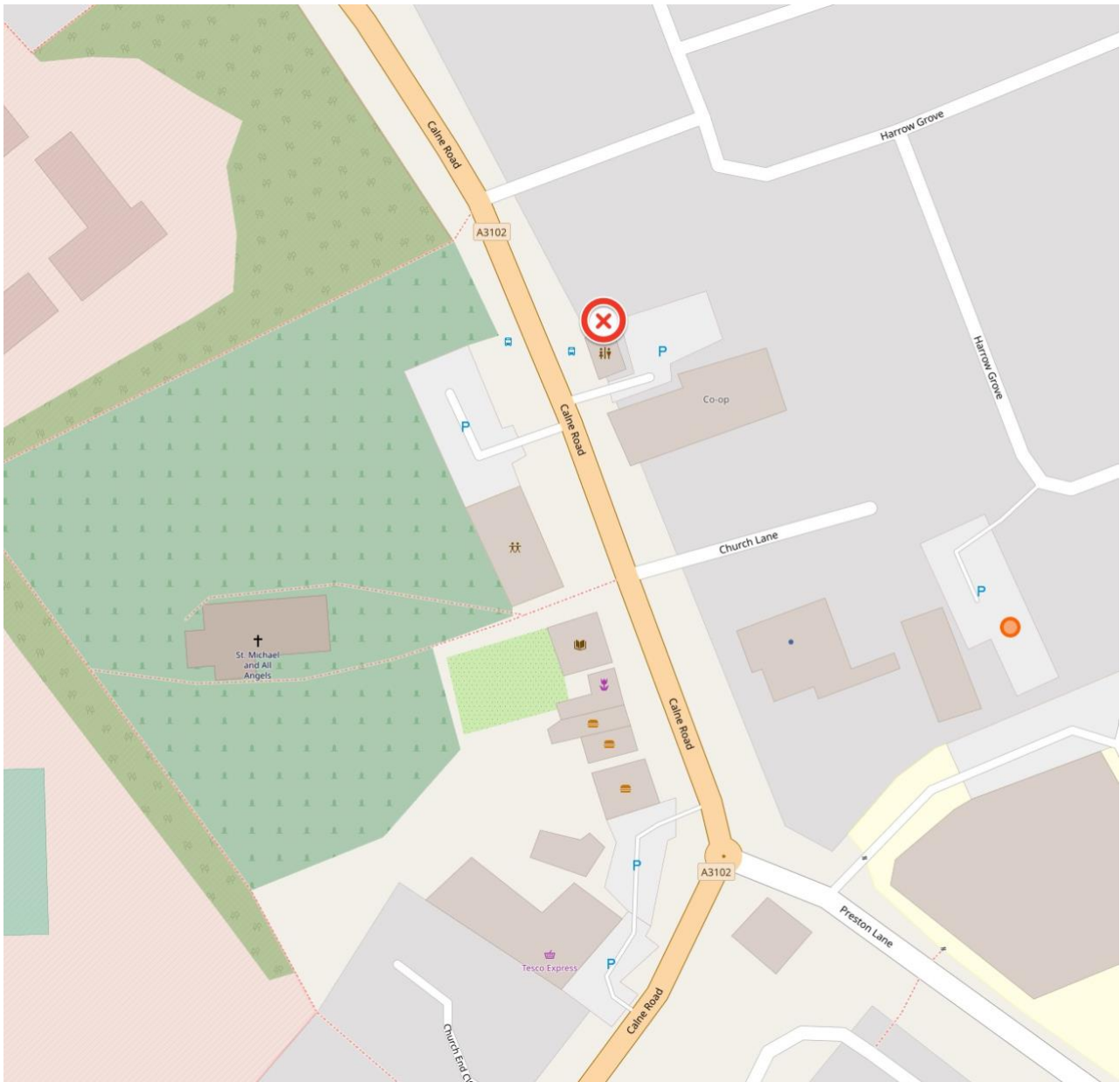
3. **Environmental and Sustainability Approach (10%):** Use of eco-friendly cleaning products and waste management practices.

Proposals for reducing environmental impact (e.g., water-saving techniques, recyclable consumables).

Submission Requirements:

1. Itemised pricing for the contract term, including ad-hoc rates.
2. Proof of Public Liability Insurance (£5M minimum).
3. A brief outline of cleaning methodology and proposed schedule.
4. Two references from previous or current contracts of a similar nature.
5. Statement on environmental practices.

Tender Deadline: Submissions must be received by the Parish Clerk no later than 5:00 PM on 30th April 2025. Late submissions will not be considered.



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