

Crosby Housing Association –Window Cleaning Contract

1 Preliminaries/General Conditions

- 1.1 It is essential contractor visit each specified site to ascertain the extent of the works and to familiarise themselves with the site and it environs prior to submitting tender costs as no additional costs will be considered following tender submission.
- 1.2 The Contractor must carry out the works in a workmanlike manner and in compliance with Crosby Housing Associations Service Level Agreement attached as **Appendix 3.**
- 1.3 Normal working hours on site will be between 09.00am – 17.00 hours Monday – Friday. Work undertaken outside the specified hours will require written consent from Crosby Housing Association.
- 1.4 The Contractor shall provide public/employers liability insurance as applicable and shall indemnify the Employer Crosby Housing Association for all risks, including accident or damage to property, injury to persons/including members of the public, Association staff and operatives involved in the execution of the works.
- 1.5 The contractor shall take full responsibility to ensure that the site is locked and secured when the contractor or appointed sub-contractors are not on site. (Applies to properties where key access is required).
- 1.6 Any plant, tools, materials/fittings provided or used in the delivery of the contract must be of good quality, safe to use and fit for purpose to which they are intended. All plant, tools etc must be used in accordance with the manufacturers instructions.
- 1.7 The contractor must submit a Health and Safety Policy or statement to the Association before work proceeds. The contractor must comply with all relevant Health and Safety Acts, COSHH Regulations and where applicable adhere to standard codes of practice.
- 1.8 It is intended that the Contractor and Employer (Crosby Housing Association) collaborate fully and reasonably under this contract in order to carry out the works in accordance with the contract documents. Crosby Housing Association employees shall carry out routine inspection in order to monitor standards of the window cleaning.

2 **Service Level Agreement**

- 2.1 The contractor is required to sign a current copy of the Crosby Housing Association's Service Level Agreement. The document outlines the general terms and conditions between the Association and contractors engaged in work for the Association.

Maintenance procedures and requirements relating to contractors conduct and quality of work are also specified in the document.

3 **Time Scale and Schedule**

- 3.1 Window cleaning shall take place 12 times per annum comprising of one visit per month to each property on the Contract Schedule of Properties as provided in **Appendix 1**. Visit frequencies may vary as detailed in the Contract Works Specification as contained in **Appendix 2**

4 **Scope of Works**

- 4.1 Crosby Housing Association properties are a variety of, houses, flats, bungalows and buildings converted into flats. The specification is for all properties detailed on the Contract Schedule of Properties. Additional areas or properties may be added by arrangement.
- 4.2 There are currently no 'on site' facilities for obtaining or disposal of water. For pricing purposes, keys to common areas are available at Crosby Housing Office at 10 Church Road Waterloo during normal working hours.
- 4.3 The successful contractor will not normally be issued with their own keys upon appointment. If keys are provided the appointed contractor must provide proof of adequate insurance against loss of said keys.
- 4.4 The work includes for cleaning all windows and glazing on the Contract Schedule of Properties except for agreed exemptions.
- 4.5 The appointed contractors will be required to provide a prompt, courteous and high quality service and all contractors will be correctly equipped to carry out the specification safely. The appointed contractors will wear appropriate safety clothing and have company Identification and must have company livery upon clothing and vans etc.
- 4.6 Authorised staff at Crosby Housing Association may add or remove properties from the approved schedule of properties and alter costs accordingly. Such instructions must be verified in writing,

- 4.7 All external windows and door glazing, fanlights etc on Crosby Housing Association's Contract Schedule of Properties (Appendix 1) are to be cleaned externally using a wash and reach system apart from agreed properties/windows where it is not safe or practical to use this method.
- 4.8 All defects to windows, doors, glazing and framing to be reported to Crosby Housing Office in writing.
- 4.9 All windows etc to be cleaned once per month.
- 4.10 The Appointed contractor is to provide a service sheet with date and signature of a resident where possible signed on the day of cleaning. Failure to provide the service sheet / leaflet to CHA will be interpreted as non-performance and will result in non-payment.
- 4.11 Alterations from the Contract Schedule of Properties or Contract Works Specifications must be agreed with Crosby Housing Association, and confirmed in writing. Reasons for alterations must be mutually agreed to be acceptable such as; agreed adverse weather conditions, equipment failure, transport failure, sickness, resource issues - annual leave etc.
- 4.12 No accesses to properties for window cleaning are to be notified immediately to Crosby Housing Office in writing.
- 4.13 Recalls to site for non- performance will be at no additional charge to Crosby Housing.
- 4.14 If any further information is required regarding contract conditions and service details or properties within the schedule the contractor should contact Crosby Housing Association.

5 **SAFETY;**

- 5.1 All works by the contractor shall comply with the Health and Safety at work Act 1974 also with all relevant statutes and Regulations in force during the contract period and thereafter, including the current working at Height Regulations.
- 5.2 During operations the contractor must at all times take due care with respect to the safety of all residents visitors to the site/property and the general public.
- 5.3 All equipment used for window cleaning to be provided with current test certification to state compliance with manufacturers recommendations and fit for safe use. Any change of equipment must be agreed with Crosby Housing Association staff prior to use. Use of alternative equipment without consent will be considered as a breach of contract conditions and may lead to termination of the contract.

- 5.4 Names of all contractor employees to work on this contract must be provided to Crosby Housing Association prior to commencement. All changes to operatives must be agreed before attendance on site. All current training certificates in respect of competency to carry out the agreed specifications and health and safety compliance must be provided to Crosby Housing Association staff prior to the contract commencement date. This includes but is not exclusive to training for safe use of access equipment for use on the contract EG; ladders, scaffold, cherry pickers, wash and reach system.
- 5.6 A method statement and statement for safe systems of work is to be provided for uses of all equipment for proposed work at all levels. A 'no access' statement must be provided in regard to access restrictions such as turret 11 Cambridge Road.

6 **Specification;**

- 6.1 The works include cleaning all the windows on each property and communal area as per the attached Contract Schedule of Properties Appendix 1 and Contract Works Specification, Appendix 2.
- 6.2 Work should not commence before 09.00
- 6.3 All high level windows and low level roof lights above ground floor level are to be cleaned using agreed wash and reach system or cherry picker as per agreed contract conditions. Use of ladders is to be agreed with Crosby Housing Association prior to commencement. Unauthorised use of ladders without formal agreement will result in breach of contract and may lead to termination of the contract.

7 **Sub-contracting**

- 7.1 The contractor shall not sub-contract the works in whole or part without written consent from Crosby Housing Association. The appointed contractor will remain wholly responsible for the sub-contractor appointed in regards to verification of competence, valid insurance and overall performance.

8 **Supplementary Works**

- 8.1 The following items are examples of what shall be considered outside the window cleaning contract.. In the following cases the Association would issue a separate **Works/Repair Order** following inspection by the Association's maintenance department.
- Minor repairs to putty pointing
 - Re-securing window furniture , locks, handles etc
 - Cleaning gutters

9 **Contract Sum/Payments**

- 9.1 The tendered sum as submitted for the contract shall be fixed for the term of the contract unless the Employer and contractor agree otherwise.
- 9.2 The contract shall be for a term of one year **1st April to 31st March**. There is a facility to negotiate costs for a second and third year based on performance cost and tenant satisfaction. The contract will be re-tendered after three years.
- 9.3 At regular monthly interval the contractor shall submit an invoice with a **completed itemised account** confirming the address and date when each window cleaning operation was completed.
- 9.4 The Association reserves the right to withhold any payment for invoices submitted without an accompanying **itemised account** or if workmanship or conduct is poor as prescribed in the conditions laid out in the Associations Service Level Agreement - Appendix 3.
- 9.5 Where changes to the window cleaning schedule are necessary, the schedule will be updated by Crosby Housing Association and a revised copy of the schedule forwarded to the contractor who will take the appropriate action to add or omit the properties/items as indicated.
- 9.6 The contractor shall provide the Association with cost estimates for additions/variations within 7 days of receiving notice of any such addition/s. All cost estimates must be agreed in writing between the contractor and the employer, Crosby Housing Association before being considered as an instruction to carry out the work.
- 9.7 Agreed cost adjustments must be added to the schedule and invoiced accordingly on a monthly basis with the completed account.
- 9.8 Supplementary works carried out under separate **Works/Repair Order** must be invoiced separately from the window cleaning contract and in accordance with the procedure set out in the Associations Service Level Agreement - Appendix 3.
- 9.9 Any cost variations/fluctuations must be approved by Crosby Housing Association and must be submitted in writing to the Association before any changes are made to the contract sum or any stage payment.
- 9.10 The Employer, Crosby Housing Association and the contractor may agree what shall be deemed for the purposes of this agreement as allowable fluctuations.

10 **Determination**

- 10.1 The contractor's employment may be terminated if certain contractual responsibilities are not met.

In general, if the contractor fails to execute the works safely, in a timely manner, diligently, wholly, or in part, the Association will employ the conditions set out in the Associations Service Level Agreement, Appendix 3 complaints and grievance section which may result in the termination of the contract.

- 10.2 The contract may be determined by either party giving three months' notice in writing

11 **Contract Documents**

- 11.1 The Following documents will form the '**Contract Documents**'

- 1 The Contract Property Schedule; Appendix 1
- 2 Contract Works Specification; Appendix 2
- 3 The Crosby Housing Association's Service Level Agreement; Appendix 3
- 4 Signed written contractual agreement consenting to the above. See below.

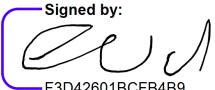
- 11.2 Contractual agreement to the above terms and conditions and associated appendices;

Signed on behalf of Crosby Housing Association;

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Date;.....

Signed on behalf of NSS Cleaning Ltd;

Signed by:

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Date;.....