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The Italian Consulate in Edinburgh and NC PROFESSIONAL LTD

AGREEMENT

Relating to request for tenders for the service of cleaning of the Consulate's premises

This agreement is made on the 1st July 2019 between

The Italian Consulate in Edinburgh - 32 Melville Street Edinburgh EH3 7HA ("the customer") and NC **Professional Ltd,** 101 Gracemont Avenue, EH16 6ST, Edinburgh ("the supplier") ("The Parties")

The Customer, having considered the necessity to keep constant the cleaning services of the Consulate in 32 Melville Street and having being fully satisfied with the service supplied by NC Professional Ltd, from 2^{nd} January 2019 until 30 June 2019, at a cost of £15 per hour (no VAT applies), has decided to entrust NC Professional Ltd with the provision of the service, remaining the hourly cost the same. The service will entail 46 hours worked over 13 weeks: a 2 days-a-week cleaning service (6 hours) from 1^{st} July until 21^{st} July, 1 day-a-week cleaning service (2/3 hours) from 22^{nd} July until 29 September, for a total cost of £ 690 (€ 780,32).

- 1) This Agreement shall cover the period 1st July-29 September 2019, unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties;
- The possibility of tacit renewal is to be considered excluded, this being an agreement for the above indicated period only;
- 3) The Supplier undertakes to perform its obligations arising from this Agreement with due care, skill and diligence in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its employees;
- 4) One operative will come to the Consulate for a 3 hour cleaning 2 days a week, excluding holidays, for 3 weeks (from 1st July to 21 July) and for a 2 hour cleaning 1 day a week, for 10 weeks (from 22nd july until 29 July), to provide the above services;
- 5) In the event of a bank holiday, or the closure of the Consulate during the week for any reason, the cleaning services will be carried out on another day, to be agreed by the parties. The Consulate will not be charged for the missed hours;
- 6) The Supplier undertakes to withdraw or substitute immediately any of its operatives, if the Consulate, at its own discretion, so requests;

- 7) The Supplier will be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement. The Supplier must comply with any applicable statutory terms relating to minimum pay and to any applicable legally binding sectorial agreements;
- 8) All costs pertaining to the above-mentioned service (labour, machinery, tools, instruments apart from cleaning products provided by the Customer) will be borne by the Supplier, which declares satisfied with the agreed sum as full recompense for the services rendered;
- 9) The Consulate might decide to entrust the Supplier with the purchase of chemicals and other cleaning products, thus providing a full refund of the relevant costs;
- 10) The Consulate shall pay and discharge the Charges monthly per bank transfer subject to:
 - i. Compliance by the Supplier with the provisions of this Agreement
 - ii. The providing by the Supplier of a valid invoice and each supporting documentation as may be required by the Customer from time to time
 - iii. Invoice being submitted to the Customer's contact.
- 11) The Supplier warrants, confirms and undertakes that is has the authority and right under law to enter into, and to carry out its obligations and responsibilities and to supply the said services; that it is entering into this Agreement with and has full understanding of its obligations and is capable of assuming and fulfilling these obligations;
- 12) Should any incapability or evident negligence during the execution of the above mentioned works be discovered, the Consulate can, at its own discretion, cancel the contract and proceed to claim damages from the Supplier, which shall be liable for any further expenses incurred in having the works finished by another Company;
- 13) The Supplier shall be liable for and shall indemnify the Customer for and in respect of all and any losses, claims, damages or expenses which the Customer may suffer due to and arising directly as a result of negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, wilful default or fraud of the Supplier, its employees, subcontractors or agents or any of them;
- 14) This contract excludes the possibility of the creation of a work or employer/employee relationship between the Consulate and the personnel employed by the Supplier to carry out the works described above;
- 15) It is acknowledged by the Supplier that no terms or conditions of this Agreement constitutes, or may be interpreted to constitute, a confidentiality clause. It is accepted by the Supplier, as an inherent part of the Agreement, that this Agreement may be published by the Consulate of Italy on its website, or, if necessity arose, elsewhere.

Copy of this Agreement must be signed and returned to this Consulate General as unconditional acceptance of all its clauses.

For NC Professional - signed

Natalia Kowalik (Director)

The Consul General

Fabio Monaco