

Contract Document
Term Maintenance Contract
Passenger Lifts

For and on behalf of

Gateway Housing Association
409-413 Mile End Road
London
E3 4PB

L060274S/A1_12/0143 February 2019

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SECTION 1

JCT MEASURED TERM CONTRACT 2016



This contract has been amended from the original template.

MTC 2016
Measured Term Contract 2016

2016

MEASURED TERM CONTRACT

Measured Term Contract (MTC)

Appropriate for use:

- by Employers who have a regular flow of maintenance and minor works, including improvements, to be carried out by a single contractor over a specified period of time and under a single contract;
- where the work is to be instructed from time to time and measured and valued on the basis of an agreed schedule of rates; and
- where a Contract Administrator is to administer the conditions.

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For details of 2016 Edition changes, see the Measured Term Contract Guide (MTC/G) and the Tracked Change Document.

www.jctltd.co.uk

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Agreement

This Agreement is made the _____ 20 _____

Between **The Employer** Gateway Housing Association Limited

(Company No. IP10433R)⁽¹⁾

whose registered office is at 409-413 Mile End Road, London, E3 4PB

And **The Contractor** Amalgamated Lifts Limited

(Company No. 2316623)⁽¹⁾

whose registered office is at 4 Mulberry Court, Bourne Road, Crayford, Kent DA1 4BF

⁽¹⁾ Where the Employer or Contractor is neither a company incorporated under the Companies Acts nor a company registered under the laws of another country, delete the references to Company number and registered office. In the case of a company incorporated outside England and Wales, particulars of its place of incorporation should be inserted immediately before its Company number.

As to execution by foreign companies and matters of jurisdiction, see the Measured Term Contract Guide.

Recitals

Whereas

- First** the Employer requires maintenance and minor works to be carried out in:
- Contract areas as detailed in 1.1. and 4 of the Invitation to Tender Document. ('the Contract Area') in accordance with the details set out or referred to in the Contract Particulars;
- Second** the Contractor has offered to carry out the required works at specified rates or as otherwise determined in accordance with the Conditions and the Employer has accepted that offer;
- Third** the Employer has appointed a Contract Administrator to issue Orders for the required works and carry out the functions ascribed to the Contract Administrator by the Conditions;
- Fourth** the Contractor has supplied to the Employer the Contractor's safety policy complying with Statutory Requirements, a copy of which is annexed;
- Fifth** whether any of Supplemental Provisions 1 to 6 apply is stated in the Contract Particulars;

Articles

Now it is hereby agreed as follows

Article 1: Contractor's obligations

The Contractor shall carry out all Orders that are placed with him during the Contract Period in accordance with the Contract Documents.

Article 2: Payment

The Employer shall pay the Contractor at the times and in the manner specified in the Conditions amounts calculated by reference to the Schedule of Rates identified in the Contract Particulars (item 12), adjusted and, if appropriate, revised as therein mentioned, or (where applicable and appropriate) calculated by reference to a Schedule of Hourly Charges (subject to items 13 and 14).

Article 3: Contract Administrator

For the purposes of this Contract the Contract Administrator is

Gateway Housing Association's appointed representative

of 409 - 413 Mile End Road, London, E3 4PB

or, if he ceases to be the Contract Administrator, such other person as the Employer nominates in accordance with clause 3.10.1 of the Conditions.

Article 4: Principal Designer

The Principal Designer for the purposes of the CDM Regulations is

Not Applicable

of Not Applicable

or such other person as the Employer at any time appoints to fulfil that role either in relation to all Orders or for specific Orders.

Article 5: Principal Contractor

The Principal Contractor for the purposes of the CDM Regulations is

Not Applicable

of Not Applicable

or such other contractor as the Employer at any time appoints to fulfil that role either in relation to all Orders or for specific Orders.

Article 6: Adjudication

If any dispute or difference arises under this Contract, either Party may refer it to adjudication in accordance with clause 9.2.

Article 7: Arbitration

Not applicable.

Article 8: Legal proceedings^[3]

Subject to Article 6 and (where it applies) to Article 7, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

^[3] If it is intended, subject to the right of adjudication and exceptions stated in Article 7, that disputes or differences should be determined by arbitration and not by legal proceedings, the Contract Particulars **must** state that Article 7 and clauses 9-3 to 9-8 apply and the words "do not apply" **must** be deleted. If the Parties wish any dispute or difference to be determined by the courts of another jurisdiction the appropriate amendment should be made to Article 8 (see also clause 1-7).

Contract Particulars

Note: An asterisk * indicates where selection has been or should have been made.

1 Properties and description of the types of work

(First Recital)

·1 List of properties in the Contract Area in respect of which Orders may be issued:

See Section 5 of ITT Documents which identifies the properties / equipment which are likely to be instructed as of the Contract commencement date.

·2 Description of the types of work for which Orders may be issued^[4]:

See Refer to Invitation to Tender Document.

2 Supplemental Provisions^[5]

(Fifth Recital and Schedule)

(Where neither entry against one of Supplemental Provisions 1 to 6 below is deleted, that Supplemental Provision applies.)

Collaborative working	* Supplemental Provision 1 applies
Health and safety	* Supplemental Provision 2 applies
Cost savings and value improvements	* Supplemental Provision 3 applies
Sustainable development and environmental considerations	* Supplemental Provision 4 applies
Performance Indicators and monitoring	* Supplemental Provision 5 applies
Notification and negotiation of disputes	* Supplemental Provision 6 applies
Where Supplemental Provision 6 applies, the respective nominees of the Parties are	Employer's nominee

^[4] Where the National Schedule of Rates is to apply (see items 12·1 and 12·2 of the Contract Particulars) but some (or all) of the work is of a type for which it is appropriate to use as a basis for pricing a version of the National Schedule other than 'Building Works', the Parties, in addition to stating that in item 12·2, should make appropriate entries here (or in any separate document incorporated by reference here) indicating the types of work to which it is agreed that such alternative version of the National Schedule shall apply.

^[5] Supplemental Provision 7 (Transparency) applies only where the Employer is a Local or Public Authority or other body to whom the Freedom of Information Act 2000 applies; Supplemental Provision 8 (The Public Contracts Regulations 2015) applies only where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations.

Mr E Ehirobo

Contractor's nominee

Mr Simon Smith

or such replacement as each Party may notify to the other from time to time

3 Contract Period¹⁶¹

(Article 1 and clause 7.1)

Subject to clause 7.1, the Contract Period will be 3 years with Employer's option to extend for a further 2 years (1+1) years

commencing on 01 April 2019

4 Arbitration

(Article 7)

*(If neither entry is deleted, Article 7 and clauses 9.3 to 9.8 do not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it **must** be stated that Article 7 and clauses 9.3 to 9.8 apply.)¹⁷¹*

* Article 7 and clauses 9.3 to 9.8 (Arbitration) do not apply

5 BIM Protocol

(Clause 1.1)

BIM Protocol (where applicable)
(State title, edition, date or other identifiers of the relevant documents.)

Not applicable

6 Orders – minimum and maximum value

(Clause 2.4)

Minimum value of any one Order to be issued

£25.00 (words Twenty-Five Pounds)

Maximum value of any one Order to be issued

£5,000.00 (words Five Thousand)

7 Orders – value of work to be carried out

(Clause 2.5)

Approximate anticipated value of work to be carried out under this Contract

* £Not Known (words Not Known) per annum

¹⁶¹ The period is envisaged as normally being at least one year.

¹⁷¹ On factors to be taken into account by the Parties in considering whether disputes are to be determined by arbitration or by legal proceedings, see the Measured Term Contract Guide. See also footnote [3].

8 Orders – priority coding^[8]

(Clause 2.6)

Refer to Invitation to Tender Document**9 Construction Industry Scheme (CIS)**

(Clause 4.2)

The Employer at the commencement of the Contract Period

* is not a 'contractor'

for the purposes of the CIS

10 Payments

(Clauses 4.3, 4.4 and 4.5)

Estimated value of an Order above which progress payments can be applied for
(If none is stated, it is £2,500.)

£Refer to Invitation to Tender Document

Valuation Dates

(If no date is stated, the Valuation Date is the last day of each month.)

The Valuation Date in each month is the

Refer to Invitation to Tender Document day of the month**11 Responsibility for measurement and valuation**

(Clause 5.2)

(Unless one of the three options opposite is selected and, if relevant, an estimated value specified, the Contract Administrator shall measure and value all Orders.)

* ~~The Contract Administrator shall measure and value all Orders/~~* ~~The Contract Administrator shall measure and value each Order with an estimated value of £~~~~or more; the Contractor shall measure and value all other Orders/~~

* The Contractor shall measure and value all Orders

12 Schedule of Rates

(Clauses 5.3, 5.6.1 and 5.6.2)

-1 The Schedule of Rates is* Refer to Invitation to Tender Document. (identify the Schedule of Rates to be used)

subject to adjustment of the rates listed in that Schedule by

* the addition/

* the deduction

of the **Adjustment Percentage**, which is *as set out in the following document Refer to Invitation to Tender Document**-2 Not applicable.**

^[8] To be completed if the Employer requires; as an example the code might be:

- 'A': response time to be 4 hours;
- 'B': to be commenced within 2 days;
- 'C': to be commenced within 14 days;
- 'D': to be commenced as agreed.

·3 **Rates – Fluctuations**

Clause 5·6·1 * does not apply
(Unless 'applies' is deleted, the clause shall be deemed to apply.)

·4 **Basis and dates of revision**

Not applicable.

13 Daywork

(Clauses 5·4, 5·6·3 and 5·6·4)

·1 **Valuation – percentage additions**

Where not included in or annexed to the Schedule of Hourly Charges, the percentage additions to the invoice price of non-labour items are as follows:

Overheads and profit on Materials Refer to Invitation to Tender Document per cent

Overheads and profit on Plant, Services and Consumable Stores Refer to Invitation to Tender Document per cent

Overheads and profit on Sub-Contractors Refer to Invitation to Tender Document per cent

·2 **Revision of Schedule of Hourly Charges**

Clause 5·6·3 * does not apply
(Unless 'applies' is deleted, the clause shall be deemed to apply.)

14 Overtime work

(Clause 5·7)

The percentage addition in respect of overheads and profit on non-productive overtime rates is Refer to ITT Document, per cent
(Not applicable where an inclusive rate for such overtime is included in the Schedule of Hourly Charges)

15 Insurance

(Clauses 6·4·1, 6·7A, 6·7B, 6·8 and 6·11)

·1 Contractor's Public Liability insurance: £10,000,000.00
 injury to persons or property - the required level of cover is not less than for any one occurrence or series of occurrences arising out of one event

·2 Percentage to cover professional fees 15 per cent
(If no other percentage is stated, it shall be 15 per cent.)

- 3 Insurance of existing structures - clause 6·7A·1^[11] * is replaced by the provisions of the following document(s)
(Unless otherwise stated, clause 6·7A·1 applies. If it is not to apply, state the reference number and date or other identifier of the replacement document(s).) Refer to ITT Document.
 (the 'Clause 6·7A·1 Replacement Schedule')
- 4 Insurance of work or supply comprised in Orders - clause 6·7B * does not apply
(If neither entry is deleted, the clause does not apply.)
- 5 Not applicable
- 6 Terrorism Cover – details of the required cover * are set out in the following document(s)
(Unless otherwise stated, Pool Re Cover is required.) Not required.

16 Break Provisions – Employer or Contractor
 (Clause 7·1)

The period of notice, if less than 13 weeks, is Employer 13 weeks, Contractor 26 weeks

17 Settlement of Disputes
 (Clauses 9·2, 9·3 and 9·4·1)

Adjudication^[12]

The Adjudicator is Royal Institution of Chartered Surveyors

Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established)^[13]
(Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the bodies listed opposite selected by the Party requiring the reference to adjudication.)

- * ~~Royal Institute of British Architects~~
- * ~~The Royal Institution of Chartered Surveyors~~
- * ~~constructionadjudicators.com^[14]~~
- * ~~Association of Independent Construction Adjudicators^[15]~~
- * ~~Chartered Institute of Arbitrators~~

Arbitration^[16]

Not applicable.

^[11] As to choice of applicable insurance provisions, see the Measured Term Contract Guide. In respect of existing structures, it is vital that any prospective Employer who is not familiar with clause 6·7A and the alternative solutions under clause 6·7A·1 – in particular, any Employer who is a tenant – or an appropriate member of the Employer's professional team, should consult specialist insurance advisers prior to the tender stage. Any Employer who is a tenant should also consult his insuring landlord prior to that stage.

^[12] The Parties should either name the Adjudicator and select the nominating body or, alternatively, select only the nominating body. The Adjudication Agreement (Adj) and the Adjudication Agreement (Named Adjudicator) (Adj/N) have been prepared by JCT for use when appointing an Adjudicator.

^[14] constructionadjudicators.com is a trading name of Contractors Legal Grp Ltd.

^[13] Delete all but one of the nominating bodies asterisked.

^[15] Association of Independent Construction Adjudicators is controlled by and acts as an agent of the National Specialist Contractors' Council for the purpose of the nomination of adjudicators.

^[16] This only applies where the Contract Particulars state (against the reference to Article 7) that Article 7 and clauses 9·3 to 9·8 (Arbitration) apply.

Attestation

Note on Execution

This Agreement should be executed by both the Employer and the Contractor either under hand or as a deed. As to factors relevant to that choice, see the Measured Term Contract Guide.

Execution under hand

If this Agreement is to be executed under hand, use the form set out on the following page. Each Party or his authorised representative should sign where indicated in the presence of a witness who should then sign and set out his name and address.

Execution as a Deed

If this Agreement is to be executed as a deed, each Party should use the relevant form marked 'Execution as a Deed' in accordance with the notes provided.

Other forms of Attestation

In cases where the forms of attestation set out are not appropriate, e.g. in the case of certain housing associations and partnerships or if a Party wishes an attorney to execute this Agreement on his behalf, the appropriate form(s) may be inserted in the vacant space opposite and/or below.

Execution under hand

As witness

the hands of the Parties
or their duly authorised representatives

Signed by or on behalf of the
Employer

in the presence of:

_____ *witness' signature*

_____ *witness' name*

_____ *witness' address*

Signed by or on behalf of the
Contractor

in the presence of:

_____ *witness' signature*

_____ *witness' name*

_____ *witness' address*

Conditions

Section 1 Definitions and Interpretation

Definitions

- 1.1 Unless the context otherwise requires or the Agreement or these Conditions specifically provide otherwise, the following words and phrases, where they appear in capitalised form in the Agreement or these Conditions, shall have the meanings stated or referred to below:

<i>Word or phrase</i>	<i>Meaning</i>
Adjudicator:	an individual appointed under clause 9.2 as the Adjudicator.
Adjustment Percentage:	the percentage tendered by the Contractor on or off the rates listed in the Schedule of Rates and stated in the Contract Particulars (item 12.1) (which shall not apply to any valuation of an Order or a part of it as daywork).
Agreement:	the Agreement to which these Conditions are annexed, including its Recitals, Articles and Contract Particulars.
All Risks Insurance:	see clause 6.6 .
Arbitrator:	an individual appointed under clause 9.4 as the Arbitrator.
Article:	an article in the Agreement .
BIM Protocol:	(where applicable) the document identified as such in the Contract Particulars (item 5) .
Business Day:	any day which is not a Saturday, a Sunday or a Public Holiday.
CDM Regulations:	the Construction (Design and Management) Regulations 2015.
Clause 6.7A.1 Replacement Schedule:	(where applicable) the insurance schedule and/or other documents identified as such in the Contract Particulars (item 15.3) .
Conditions:	the clauses set out in sections 1 to 9 of these Conditions, together with and including the Schedule hereto.
Construction Industry Scheme (or 'CIS'):	the current scheme under the Income and Corporation Taxes Act 1988.
Construction Phase Plan:	the plan referred to in regulation 2 of the CDM Regulations, including any updates and revisions.
Contract Administrator:	the person named in Article 3 or any successor nominated or otherwise agreed under clause 3.10 .
Contract Area:	see the First Recital .
Contract Documents:	the Agreement, these Conditions, the Schedule of Rates and (where applicable) the BIM Protocol.
Contract Particulars:	the particulars in the Agreement and there described as such, as completed by the Parties.
Contract Period:	subject to clause 7.1, the period stated in the Contract Particulars (item 3) .

Contractor:	the person named as Contractor in the Agreement .
Contractor's Persons:	the Contractor's employees and agents, all other persons employed or engaged in the execution of Orders or any part of them and any other person properly on the Site in connection therewith, excluding the Contract Administrator, the Employer, Employer's Persons and any Statutory Undertaker.
Employer:	the person named as Employer in the Agreement .
Employer's Persons:	all persons employed, engaged or authorised by the Employer, excluding the Contractor, Contractor's Persons, the Contract Administrator and any Statutory Undertaker.
Excepted Risks:	see clause 6-6 .
Insolvent:	see clause 8-1 .
Interest Rate:	a rate 5% per annum above the official bank rate of the Bank of England current at the date that a payment due under this Contract becomes overdue.
Joint Names Policy:	see clause 6-6 .
Local or Public Authority:	a body that is a 'contracting authority' as defined by the PC Regulations.
National Schedule of Rates:	the National Schedule of Rates (Building Works) and/or such alternative version of the <u>National Schedule of Rates</u> (published by NSR Management Ltd.) identified in the Contract Particulars (item 12-2) .
Order:	the written description and/or drawings of any work and/or the supply of labour, plant, materials and/or goods to be carried out under this Contract on instructions from the Contract Administrator, including any Variation thereto.
Order Completion Date:	see clause 2-11 .
Parties:	the Employer and the Contractor together.
Party:	either the Employer or the Contractor.
PC Regulations:	the Public Contracts Regulations 2015.
Principal Contractor:	the Contractor or such other contractor as is either named in Article 5 or appointed by the Employer in relation to any Order.
Principal Designer:	the Contract Administrator or such other person as is either named in Article 4 or appointed by the Employer in relation to any Order.
Public Holiday:	Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday. ¹¹⁸⁾
Recitals:	the recitals in the Agreement .
Schedule of Hourly Charges:	see clause 5-4-1 .
Schedule of Rates:	the schedule of rates identified in the Contract Particulars (item 12) , together with the preliminaries and specification preambles applicable to this Contract included in or annexed to it.

¹¹⁸⁾ Amend as necessary if different Public Holidays are applicable.

Scheme:	Part 1 of the Schedule to The Scheme for Construction Contracts (England and Wales) Regulations 1998.
Site:	the building(s) and/or land within the Contract Area to which an Order relates.
Site Materials:	all unfixed materials and goods delivered to and placed on or adjacent to a Site which are intended for incorporation in the work under an Order relating to that Site.
Specified Perils:	see clause 6.6 .
Statutory Requirements:	any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law which affects the work in any Order or performance of any obligations under this Contract and any regulation or bye-law of any local authority or statutory undertaker which has any jurisdiction with regard to that work or with whose systems the work is, or is to be, connected.
Statutory Undertaker:	any local authority or statutory undertaker where executing work solely in pursuance of its statutory obligations, including any persons employed, engaged or authorised by it upon or in connection with that work.
Terrorism Cover:	see clause 6.6 .
Valuation Date:	each date as specified by the Contract Particulars (item 10) .
Variation:	see clause 5.1 .
VAT:	Value Added Tax.
Works Insurance Policy:	the Joint Names Policy or policies covering the work or supply comprised in Orders to be effected and maintained under clause 6-7A-2 or 6-7B.

Agreement etc. to be read as a whole

- 1-2** The Agreement and these Conditions are to be read as a whole. Nothing contained in any other Contract Document or in any drawing or specification issued as part of an Order shall override or modify the Agreement or these Conditions.

Headings, references to persons, legislation etc.

- 1-3** In the Agreement and these Conditions, unless the context otherwise requires:
- 1 the headings, notes and footnotes are included for convenience only and shall not affect the interpretation of this Contract;
 - 2 the singular includes the plural and vice versa;
 - 3 a gender includes any other gender;
 - 4 a reference to a 'person' includes any individual, firm, partnership, company and any other body corporate;
 - 5 a reference to a statute, statutory instrument or other subordinate legislation ('legislation') is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification, and including corresponding legislation in any other relevant part of the United Kingdom; and
 - 6 references to documents shall, where there is a BIM Protocol or other protocol relating to the supply of documents or information, be deemed to include information in a form or medium conforming to that protocol.

Reckoning periods of days

- 1-4** Where under this Contract an act is required to be done within a specified period of days after or

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from a specified date, the period shall begin immediately after that date. Where the period would include a day which is a Public Holiday that day shall be excluded.

Contracts (Rights of Third Parties) Act 1999

- 1.5 Notwithstanding any other provision of this Contract, nothing in this Contract confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

Notices and other communications

- 1.6
- 1 Each Order, notice, instruction or other communication referred to in the Agreement or these Conditions shall be in writing.
 - 2 Unless otherwise stated in these Conditions, any notice or other communication under this Contract may be given to or served on the recipient by any effective means at the address specified in the Agreement or such other address as he shall notify to the other Party. If no address is then current, the notice or other communication shall be treated as effectively given or served if addressed and sent by pre-paid post to the last known principal business address or (where a body corporate) its registered or principal office.

Applicable law

- 1.7 This Contract shall be governed by and construed in accordance with the law of England.^[19]

^[19] Where the Parties do not wish the law applicable to this Contract to be the law of England appropriate amendments should be made.

Section 2 Carrying out Work

Contractor's obligations

- 2.1 On receipt of an Order the Contractor shall carry it out in a proper and workmanlike manner and in accordance with the Contract Administrator's instructions, the Contract Documents, the Construction Phase Plan and Statutory Requirements, and shall give all notices required by the Statutory Requirements.

Materials, goods and workmanship

- 2.2
- 1 The Contractor in carrying out each Order shall use materials, goods and workmanship of the quality and standards specified in the Order or, if not so specified, as specified in the Schedule of Rates.
 - 2 Insofar as the quality of materials or goods or of the standards of workmanship are stated to be a matter for the Contract Administrator's approval, such quality and standards shall be to his reasonable satisfaction.
 - 3 To the extent that the quality of materials and goods or standards of workmanship are not described in the Order or Schedule of Rates nor stated to be a matter for such approval or satisfaction, they shall be of a standard appropriate to the relevant work.
 - 4 For the purposes of carrying out each Order the Contractor, subject to clause 2.3.1.2, shall:
 - 1 provide all the labour, materials and goods necessary;
 - 2 provide, unless otherwise stated in the Contract Documents, the requisite plant and equipment for the proper execution of all Orders, including scaffolding, tackle, machinery, tools or other appliances and everything necessary for the use of his workmen and shall be responsible for carrying them to the place where they are required, for any necessary erection and for subsequent removal;
 - 3 provide all items necessary to comply with the Statutory Requirements in respect of safety, health and welfare,

and for the purposes of this Contract shall take all reasonable steps to encourage Contractor's Persons to be registered cardholders under the Construction Skills Certification Scheme (CSCS) or qualified under an equivalent recognised qualification scheme.

Rights of Employer

- 2.3
- 1 The Employer reserves the right:
 - 1 to place orders for similar work with other contractors or his own labour within the Contract Area;
 - 2 to supply any of the materials, goods or plant and equipment necessary for the carrying out of any Order.
 - 2 Materials and goods supplied by the Employer under clause 2.3.1.2 shall remain the property of the Employer and shall be used by the Contractor for the carrying out of an Order and for no other purpose and the Contractor shall be responsible for their safe storage whilst on the Site. Any such materials or goods not required for the carrying out of an Order shall, on completion of the Order or on the termination of the Contractor's employment, whichever first occurs, be disposed of or dispatched by the Contractor as directed by the Contract Administrator; the cost of such disposal or dispatch shall be certified by the Contract Administrator for payment by the Employer under clause 4.6.
 - 3 The Contractor shall give a receipt for any materials or goods handed over to him by the Contract Administrator and shall obtain a receipt for any returned.
 - 4 The Contractor shall be responsible for the safe storage of any plant and equipment supplied for him by the Employer under clause 2.3.1.2 and shall return such plant and equipment to the Contract Administrator at the Site on completion of the Order for which it is supplied or on termination of the Contractor's employment, whichever first occurs. The Contractor shall give a receipt for such plant and equipment and obtain a receipt from the Contract Administrator on its return.
 - 5 The Employer shall notify the Contractor of the then current value of any materials or goods

or usage of plant supplied under this clause 2.3 and the Contractor shall be entitled to a handling charge of 5% on that value. The Adjustment Percentage shall not be applied to that charge.

- 6 Materials and goods supplied by the Employer for any Order shall be of the respective kinds described in the Schedule of Rates; the Contractor shall not be liable for any loss or damage resulting from failure of such materials or goods to conform with this clause 2.3.6.

Size and duration of Orders

- 2.4 Unless otherwise agreed between the Contractor and the Contract Administrator, Orders shall be of a size consistent with the Contract Particulars (item 6) and shall be reasonably capable of being carried out within the Contract Period.

Value of work to be carried out under this Contract

- 2.5 With regard to the anticipated value of work as stated in the Contract Particulars (item 7), the Employer gives no warranty or undertaking as to the actual amount of work that will be ordered and no variance in the actual value of work ordered shall give rise to a change in any rate, price or percentage adjustment.

Orders – completion

- 2.6 Unless covered by a priority coding referred to in the Contract Particulars (item 8), each Order shall state a commencement date and a reasonable date for its completion and, subject to clause 2.10.2, the Contractor shall complete each Order by that completion date.

Programme

- 2.7 Where the Contract Administrator requests, the Contractor, without charge to the Employer, shall provide the Contract Administrator with a programme for carrying out the Orders identified by the Contract Administrator in his request and, within a reasonable time after the issue of a Variation, with amendments and revisions to that programme to take account of the Variation. Nothing in the programme or in any amendment or revision of it shall impose any obligations beyond those imposed by the Contract Documents.

Divergences from Statutory Requirements

- 2.8
 - 1 If the Contractor becomes aware of any divergence between the Statutory Requirements and either an Order or a Variation, he shall immediately give to the Contract Administrator a notice specifying the divergence.
 - 2 Provided the Contractor is not in breach of clause 2.8.1, the Contractor shall not be liable under this Contract if the work comprised in an Order does not comply with the Statutory Requirements to the extent that the non-compliance results from the Contractor having carried out work in accordance with the Order or with any instruction requiring a Variation.

Fees or charges

- 2.9 The Contractor shall pay all fees and charges (including any rates or taxes) legally demandable under any of the Statutory Requirements in respect of an Order. The Contractor shall be reimbursed for payment of such fees and charges to the extent that they are not included in the rates or prices in the Schedule of Rates.

Extension of time

- 2.10
 - 1 The Contractor shall forthwith give notice to the Contract Administrator of any matter which is causing or is likely to cause delay in the completion of an Order beyond the date stated for its completion but shall constantly use his best endeavours to carry out each Order by the stated date.
 - 2 If the Contractor is unable to complete an Order by its stated date for completion, due to a suspension by the Contractor of the performance of his obligations under this Contract pursuant to clause 4.7 or for reasons beyond his control (including compliance with any instruction of the Contract Administrator that does not arise from the Contractor's default), the Contract Administrator shall fix such later date for completion as may be fair and reasonable and notify the Parties accordingly. Provided the Order when issued complied with clause 2.4, the Contractor shall not be relieved of his obligations to complete the Order by the later date so fixed by reason of that later date being outside the Contract Period.

Order Completion Date

- 2.11
- 1 The Contractor shall notify the Contract Administrator the date when in his opinion an Order has been completed and/or supplied in accordance with this Contract. If the Contract Administrator does not dissent by notice, giving reasons, within 14 days of receipt of the Contractor's notice, the date so notified shall for all the purposes of this Contract be the date when the Order was completed and/or supplied in accordance with this Contract (the 'Order Completion Date').
 - 2 If the Contract Administrator dissents, then, as soon as he is satisfied that the Order has been duly completed and/or supplied, he shall as soon as practicable notify the Contractor and, unless otherwise agreed or determined in accordance with the dispute resolution procedures of this Contract, the Order Completion Date shall be the date stated in the Contract Administrator's notice.

Defects

- 2.12 Any defects, shrinkages or other faults which appear within 6 months of the Order Completion Date and which are due to materials or workmanship not in accordance with this Contract, shall be made good by the Contractor at no cost to the Employer.

Section 3 Control of Work

Assignment

- 3-1 Neither the Employer nor the Contractor shall, without the consent of the other, assign this Contract or any rights thereunder.

Sub-contracting

- 3-2 The Contractor shall not without the prior consent of the Contract Administrator sub-contract any Order or part of an Order. Such consent shall not be unreasonably delayed or withheld and shall apply to all Orders except to the extent otherwise stated in that consent. Where considered appropriate, the Contractor shall engage the Sub-Contractor using the JCT Short Form of Sub-Contract.

Contractor's representative

- 3-3 The Contractor shall employ a competent Contractor's representative and any Orders or Variations given to him by the Contract Administrator shall be deemed to have been issued to the Contractor.

Access to the Site

- 3-4
- 1 Except to the extent that the Schedule of Rates otherwise provides, access to the Site shall be arranged by, and in accordance with instructions of, the Contract Administrator who, where the Site is occupied, shall also be responsible for ensuring that the occupier removes such fixtures, fittings or other items as are necessary to enable the Contractor to carry out the Order and does not otherwise unreasonably prevent or impede the Contractor from carrying out such Order.
 - 2 If the Contractor is unable to gain access to the Site in accordance with the Contract Administrator's instructions or, having been granted access to an occupied Site, cannot reasonably carry out the Order by reason of the Contract Administrator's or occupier's non-compliance with clause 3-4-1, he shall forthwith notify the Contract Administrator; the time necessarily spent unproductively by the Contractor in consequence shall be assessed or recorded and valued as daywork under clause 5-4-1, and clause 5-4-2 shall apply so far as relevant.
 - 3 To the extent that clauses 3-4-1 and 3-4-2 do not apply because the Schedule of Rates provides otherwise, the Contractor shall comply with the access provisions of that Schedule.

Variations

- 3-5
- 1 The Contract Administrator may from time to time require Variations, through instructions and/or the issue of further drawings, details, directions and/or explanations.
 - 2 The Contractor shall not make any alteration in, addition to or omission from the work and/or supply comprised in any Order except as required under clause 3-5-1. If the Contractor carries out a Variation otherwise than pursuant to an instruction or other requirement of the Contract Administrator, the Contract Administrator may sanction it.
 - 3 No Variation required by the Contract Administrator or subsequently sanctioned by him shall invalidate the Order or vitiate this Contract.
 - 4 The value of any Variation issued or sanctioned by the Contract Administrator shall be ascertained in accordance with section 5 and, as soon as ascertained in whole or in part, the ascertained amount shall be included in the estimated value of the relevant Order for the purposes of clause 4-3 (progress payments) and in the valuation of it for the purposes of clause 4-4 or 4-5 (final payment).

Cancellation of an Order

- 3-6
- 1 The Contract Administrator may cancel any Order.
 - 2 On the cancellation of an Order:
 - 1 the Contract Administrator shall value and certify, in accordance with clause 4-4, for payment by the Employer under that clause, any work or supply which in his opinion

has been properly carried out or made by the Contractor against that Order, taking into account any amounts previously certified in respect of it; and

- 2 the Employer shall reimburse the Contractor such additional direct costs as may reasonably have been incurred by the Contractor as a result.

Exclusion from the Site

- 3.7 The Contract Administrator may (but shall not unreasonably or vexatiously) issue instructions requiring the exclusion from the Site of any person employed thereon.

Non-compliance with instructions

- 3.8 If within 7 days after receipt of a notice from the Contract Administrator requiring compliance with a Contract Administrator's instruction the Contractor does not comply, the Employer may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to that instruction. The Contractor shall be liable for all additional costs incurred by the Employer in connection with such employment and such costs may be withheld or deducted by the Employer from any monies due or to become due to the Contractor under this Contract or shall be recoverable from the Contractor as a debt.

CDM Regulations

- 3.9 Each Party undertakes to the other that in relation to each Order and Site he will duly comply with applicable CDM Regulations. In particular but without limitation:
 - 1 the Employer shall in each case ensure that the Principal Designer carries out his duties and, where the Contractor is not the Principal Contractor, shall ensure that the Principal Contractor carries out his duties under those regulations;
 - 2 the Contractor shall comply with regulations 8 and 15 and, where he is the Principal Contractor, with regulations 12 to 14;^[20]
 - 3 whether or not the Contractor is the Principal Contractor, compliance by the Contractor with his duties under the regulations, including any such directions as are referred to in regulation 15(3), shall be at no cost to the Employer and shall not entitle the Contractor to an extension of time;
 - 4 if the Employer appoints any other person as the Principal Designer or Principal Contractor either in relation to all Orders or for specific Orders, the Employer shall immediately upon that appointment notify the Contractor with details of the new appointee.

Replacement of Contract Administrator

- 3.10 If the Contract Administrator at any time ceases to hold that post for the purposes of this Contract, the Employer shall as soon as reasonably practicable, and in any event within 14 days of the cessation, nominate a replacement. No replacement Contract Administrator appointed for this Contract shall be entitled to disregard or overrule any certificate, opinion, decision, approval or instruction given or expressed by any predecessor in that post, save to the extent that that predecessor if still in the post would then have had power under this Contract to do so.

^[20] Where the Employer is a domestic client, as defined in regulation 2, the Principal Contractor may also be responsible for carrying out certain of the client's duties under regulations 4, 6 and 8.

Section 4 Payment

VAT

- 4.1 Sums certified for payment are exclusive of VAT and in relation to each payment to the Contractor under this Contract, the Employer shall in addition pay the amount of any VAT properly chargeable in respect of it.

Construction Industry Scheme (CIS)

- 4.2 Where it is stated in the Contract Particulars (item 9) that the Employer is a 'contractor' for the purposes of the Construction Industry Scheme (CIS) or if at any time up to the final payment in respect of the last Order outstanding under this Contract the Employer becomes such a 'contractor', his obligation to make any payment under this Contract is subject to the provisions of the CIS.

Progress payments

- 4.3
- 1 Where at the date of issue of an Order or of any Variation to it (after adjustment for the effects of any relevant Variations):
 - 1 the value of the Order is estimated by the Contract Administrator to exceed the amount stated in the Contract Particulars (item 10); and/or
 - 2 the duration of the work comprised in that Order is estimated to be 45 days or more

the Contractor may not later than each subsequent Valuation Date make an application to the Contract Administrator for a progress payment of the amount he considers due for the work carried out or supplies made pursuant to the Order calculated as at the relevant Valuation Date. The application shall state the basis on which that sum has been calculated and shall be accompanied by such further information as may be specified in the Contract Documents.
 - 2 The due date for a progress payment shall in each case be the date 7 days after the relevant Valuation Date.
 - 3 Where an application is made in accordance with clause 4.3.1, the Contract Administrator shall not later than 5 days after the due date issue a certificate, stating the sum that he considers to be, or to have been, due to the Contractor at the due date in respect of the progress payment, after taking into account any amounts previously certified and (where relevant) any sums paid under clause 4.6.3 in respect of any application made after the issue of the latest certificate. The certificate shall state the basis on which that sum has been calculated.

Final payment where Contract Administrator measures and values Orders

- 4.4 Where the Contract Administrator is to value an Order pursuant to clause 5.2:
- 1 the due date shall be 28 days after the Order Completion Date or, for Orders where progress payments are to be made, 51 days after the Order Completion Date;
 - 2 the Contract Administrator shall not later than 5 days after the relevant due date issue a certificate stating as the sum due the total amount that he considers to be or have been due to the Contractor under these Conditions in respect of the completed Order, less any amounts previously certified in respect of it under clause 4.3.3 and (where relevant) any sums paid in respect of any such application as is mentioned in clause 4.3.3, and stating the basis on which the sum has been calculated;
 - 3 if the Contract Administrator does not issue a certificate in respect of the Order in accordance with clause 4.4.2 within 33 days of the Order Completion Date or, for Orders where progress payments are to be made, within 56 days of the Order Completion Date, the Contractor may make an application stating the sum that he considers will or has become due to him in respect of the Order and the basis on which that sum has been calculated.

Final payment where Contractor measures and values Orders

- 4.5 Where the Contractor is to value an Order pursuant to clause 5.2:
- 1 the Contractor shall following the Order Completion Date make an application to the

- Contract Administrator in respect of the completed Order, stating the sum that the Contractor considers will become due to him on the due date in respect of the Order and the basis on which that sum has been calculated, accompanied by such further information as may be specified in the Contract Documents;
- 2 the due date for payment in respect of the completed Order shall be the date 7 days after the next monthly Valuation Date following receipt by the Contract Administrator of the Contractor's application. Not later than 5 days after the due date the Contract Administrator shall issue a certificate stating the sum that he considers to be due to the Contractor in respect of the completed Order, after taking into account any amounts previously certified in respect of the Order, and the basis on which that sum has been calculated;
 - 3 if the Contractor fails to make an application in accordance with clause 4·5·1 within 56 days after the Order Completion Date, the Contract Administrator may at any time give the Contractor notice that, unless the Contractor makes an application within a period of 28 days after the date of issue of the notice, the Contract Administrator will arrange for the measurement and valuation of the work and/or supply comprising the Order;
 - 4 if the Contractor fails to make an application within the period of notice given under clause 4·5·3:
 - 1 the Contract Administrator shall arrange for measurement and valuation of the Order;
 - 2 the due date shall be 35 days from the date of expiry of the notice period; and
 - 3 the Contract Administrator shall not later than 5 days after the due date issue a certificate in accordance with clause 4·5·2 but, in addition to deducting any amounts previously certified in respect of the Order, shall also be entitled to deduct the amount of the costs reasonably and properly incurred by or on behalf of the Employer in respect of the measurement and valuation;
 - 5 if clause 4·5·4 applies but the Contract Administrator fails to issue a certificate as required by clause 4·5·4·3, the Contractor may at any time after the expiry of the 5 day period referred to in clause 4·5·4·3 make an application giving the details required by clause 4·5·1.

Payments – final date and amount

- 4·6 ·1 Subject to clause 4·6·4, the final date for payment of each payment under clauses 4·3 to 4·5 shall be 14 days from its due date.
- 2 Subject to any notice given by the Employer under clause 4·6·5, the Employer shall pay the sum stated as due in the relevant certificate on or before the final date for payment.
- 3 If a certificate is not issued in accordance with clause 4·3·3, 4·4·2, 4·5·2 or 4·5·4, the Employer shall, subject to any notice given under clause 4·6·5, pay the Contractor the sum stated as due in the application.
- 4 Where an application is made by the Contractor in the circumstances mentioned in clause 4·4·3 or 4·5·5, the final date for payment of the sum specified in it shall for all purposes be regarded as postponed by the same number of days after the last date for issue of the certificate referred to in clause 4·4·2 or 4·5·4·3 that the application is made but notice by the Employer under clause 4·6·5 may not be given prior to the application being made.
- 5 Where the Employer intends to pay less than the sum stated as due from him in the certificate or application, he shall not later than 5 days before the final date for payment give the Contractor notice of that intention specifying the sum he considers to be due to the Contractor at the date the notice is given and the basis on which that sum has been calculated. Where such notice is given, the payment to be made on or before the final date for payment shall not be less than the amount stated as due in the notice.
- 6 If the Employer fails to pay a sum, or any part of it, due to the Contractor under these Conditions by its final date for payment, the Employer shall, in addition to any unpaid amount that should properly have been paid, pay the Contractor simple interest on that amount at the Interest Rate for the period from the final date for payment until payment is made.
- 7 Any such unpaid amount and any interest under clause 4·6·6 shall be recoverable as a debt. Acceptance of a payment of interest shall not in any circumstances be construed as a waiver either of the Contractor's right to proper payment of the principal amount due, to suspend performance under clause 4·7 or to terminate his employment under section 8.

- 8 A notice to be given by the Employer under clause 4-6-5 may be given on his behalf by the Contract Administrator or by any other person who the Employer notifies the Contractor as being authorised to do so.
- 9 In relation to the requirements for the issue of certificates and the giving of notices under section 4, it is immaterial that the amount then considered to be due may be zero.

Contractor's right of suspension

- 4.7
 - 1 If the Employer fails to pay a sum payable to the Contractor in accordance with clause 4-6 (together with any VAT properly chargeable in respect of that payment) by the final date for payment and the failure continues for 7 days after the Contractor has given notice to the Employer, with a copy to the Contract Administrator, of his intention to suspend the performance of his obligations under this Contract and the grounds for such suspension, the Contractor, without affecting his other rights and remedies, may suspend performance of any or all of those obligations until payment is made in full.
 - 2 Where the Contractor exercises his right of suspension under clause 4-7-1, he shall be entitled to a reasonable amount in respect of costs and expenses reasonably incurred by him as a result of exercising the right.
 - 3 Applications in respect of any such costs and expenses shall be made to the Contract Administrator and the Contractor shall with his application or on request submit such details of them as are reasonably necessary for ascertaining the amount in question. When ascertained or agreed, the amount shall be included in the next certificate.

Section 5 Measurement and Valuation

Definition of Variations

5.1 The term 'Variation' means:

- 1 the alteration or modification of the design, quality or quantity of work or supply comprised in an Order;
- 2 any other addition to, omission from or alteration of any Order; or
- 3 the removal of any inconsistencies in or between any documents included in an Order.

Measurement and Valuation – responsibility

5.2 Unless otherwise agreed by the Contract Administrator and the Contractor, all work carried out pursuant to an Order (including any Variations required by the Contract Administrator or subsequently sanctioned by him) shall be valued in accordance with clauses 5.3 to 5.8. Such valuation of an Order shall be undertaken by whichever of them is designated in the Contract Particulars (item 11).

Valuation – measurement

- 5.3
- 1 Subject to clauses 2.3.5, 5.4.1 and 5.5 the valuation of an Order shall be ascertained by measurement and valuation in accordance with the principles of measurement and the rates or prices in the Schedule of Rates applicable at the date of the Order, insofar as such rates or prices apply, subject to adjustment by the Adjustment Percentage.
 - 2 Where the Contract Administrator is to undertake measurement of an Order, he shall give the Contractor an opportunity to be present at the time of such measurement and to take such notes and measurements as the Contractor may require.

Valuation – daywork

- 5.4
- 1 Where in the Contract Administrator's opinion the appropriate basis for valuation of an Order or part of an Order is daywork, the direct labour element shall be calculated in accordance with the all-in labour rates (inclusive of incidental costs, overheads and profit) set out in the Schedule of Hourly Charges annexed to this Contract, with related charges being calculated in accordance with that Schedule and/or the Contract Particulars^[21].
 - 2 The Contractor shall give to the Contract Administrator reasonable prior notice of the commencement of any work (or supply of labour and/or materials) which he considers should be carried out as daywork and not later than 7 Business Days after the work has been executed the Contractor shall deliver to the Contract Administrator for verification return(s) in the form required by the Contract Administrator specifying the time spent daily upon the work, the workmen's names, and the plant, materials and other items employed. A copy of the returns, if approved by the Contract Administrator, shall be returned to the Contractor.

Derived rates

- 5.5
- 1 Where the rates or prices in the Schedule of Rates do not apply or where there is no applicable all-in labour rate in the Schedule of Hourly Charges, as the case may be, the value shall be based upon such rates or prices as may fairly be deduced therefrom, rates and prices deduced from the Schedule of Rates being subject to adjustment by the Adjustment Percentage.
 - 2 If it is not practicable or would not be fair and reasonable to apply the rates or prices in the Schedule of Rates or Schedule of Hourly Charges or to deduce rates or prices therefrom, the value shall be agreed between the Parties, failing which it shall be ascertained on a fair and reasonable basis by the Contract Administrator after consultation with the Contractor.

^[21] In addition to the inclusive labour rates set out in the Schedule of Hourly Charges, this Contract envisages that that Schedule, alone or in combination with the Contract Particulars, will set out the basis of charging for any daywork sub-contracted and will provide for any percentage or other handling charges that are to be added to the cost of materials, goods, plant, services, consumables and (if appropriate) sub-contract work supplied.

Rates – Fluctuations

- 5.6
- 1 Unless it is stated in the Contract Particulars (item 12.3) that this clause 5.6.1 does not apply:
 - 1 where the Schedule of Rates is the National Schedule of Rates, the rates in that Schedule current at the commencement of the Contract Period will apply to the valuation of Orders issued prior to the next following 1 August and subsequently the update for those rates at 1 August in each year will apply to Orders issued on or after 1 August; or
 - 2 where the Schedule of Rates is not the National Schedule of Rates, the basis on which and the dates as at which the rates in that Schedule are to be revised during the Contract Period shall be those stated or referred to in the Contract Particulars (item 12.4).
 - 2 If it is stated in the Contract Particulars that clause 5.6.1 does not apply or, where the Schedule of Rates is not the National Schedule of Rates, if there is no identified basis for revision as referred to in clause 5.6.1.2, the rates given in the Schedule of Rates current at the commencement of the Contract Period shall remain fixed for all Orders.
 - 3 Unless it is stated in the Contract Particulars (item 13.2) that this clause 5.6.3 does not apply, the all-in labour rates set out in the Schedule of Hourly Charges shall be revised at 1 August in each year, or such other annual revision date as is stated in that item, in accordance with the basis (if any) set out in that Schedule or identified in the Contract Particulars or, if none, in accordance with clause 5.6.5.
 - 4 Whether or not clause 5.6.3 applies, any all-in hourly rate deduced or fixed under clause 5.5 shall be revised on such revision date (if any) as is fixed for revision of the relevant Schedule or, if none is fixed, as at 1 August in each year.
 - 5 In the absence of any express basis for revision where clause 5.6.3 applies or in the case of revision under clause 5.6.4, the revised rates shall be agreed between the Contractor and the Contract Administrator or, failing agreement, determined by the Contract Administrator on a fair and reasonable basis.

Overtime work

- 5.7
- 1 For the purposes of this clause 5.7:
 - 1 'overtime' means time worked in addition to 'normal working hours' as defined in the rules or decisions of the Construction Industry Joint Council or other wage-fixing body applicable to the work comprised in the Order, as promulgated at the date of the Order; and
 - 2 'non-productive overtime rates' means the net amounts, in excess of the rates paid for work in normal working hours, which are to be paid for overtime in accordance with the rules or decisions mentioned above as promulgated at the date of the Order.
 - 2 Where overtime work for an Order is specifically directed by the Contract Administrator, unless an all-in non-productive overtime rate is included in the Schedule of Hourly Charges, the Contractor, in addition to the amount otherwise due under this Section 5 in respect of the valuation of the Order, shall be paid the amount of the non-productive overtime rates paid by the Contractor, adjusted by the percentage set out in the Contract Particulars (item 14).
 - 3 No payment shall be due under clause 5.7.2 unless the Contractor has submitted to the Contract Administrator returns, in a format directed by the Contract Administrator or as provided in the preliminaries in the Schedule of Rates, stating the amount of overtime worked in accordance with the directions referred to in clause 5.7.2 and the amount of the non-productive overtime rates paid by the Contractor. A copy of those returns, if approved, shall be certified by the Contract Administrator and returned to the Contractor.

Interruption of work – unproductive costs

- 5.8
- If, while carrying out the work comprised in any Order, the Contractor is required by the Contract Administrator during normal working hours (as referred to in clause 5.7.1) to interrupt such work and to carry out other work in priority to that comprised in the Order, any agreed lost time or other unproductive costs shall be valued as daywork under clause 5.4.1, and clause 5.4.2 shall apply so far as relevant.

Section 6 Injury, Damage and Insurance

Contractor's liability – personal injury or death

- 6.1 The Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or the death of any person arising out of or in the course of or caused by the carrying out of an Order, except to the extent that the same is due to any act or neglect of the Employer, any Employer's Person or any Statutory Undertaker.

Contractor's liability – loss, injury or damage to property

- 6.2 Subject to clause 6.3, the Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings in respect of any loss, injury or damage whatsoever to any property real or personal in so far as such loss, injury or damage arises out of or in the course of or by reason of the carrying out of an Order and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Contractor or any Contractor's Person.

Loss or damage to existing structures or their contents

- 6.3
- 1 Where clause 6.7A.1 applies, the Contractor's liability and indemnity under clause 6.2 excludes any loss or damage to existing structures or to any of their contents required to be insured under clause 6.7A that is caused by any of the risks or perils required or agreed to be insured against under that clause.
 - 2 The exclusion in clause 6.3.1 shall apply notwithstanding that the loss or damage is or may be due in whole or in part to the negligence, breach of statutory duty, omission or default of the Contractor or any Contractor's Person.
 - 3 Where a Clause 6.7A.1 Replacement Schedule applies in lieu of clause 6.7A.1, the Contractor's liability and indemnity under clause 6.2 shall, in respect of loss, injury or damage to the existing structures and their contents due to the causes specified in that clause, be subject only to such limitations or exclusions as are specified in that schedule.
 - 4 The reference in clause 6.2 to 'property real or personal' does not include the work comprised in an Order, work executed or Site Materials up to and including whichever is the earlier of the Order Completion Date or the date of termination of the Contractor's employment.

Contractor's insurance of his liability

- 6.4
- 1 Without limiting or affecting his indemnities to the Employer under clauses 6.1 and 6.2, the Contractor shall effect and maintain insurance in respect of claims arising out of the liabilities referred to in those clauses which:
 - 1 in respect of claims for personal injury to or the death of any employee of the Contractor arising out of and in the course of such person's employment, shall comply with all relevant legislation; and
 - 2 for all other claims to which clause 6.4.1 applies^[22], shall indemnify the Employer in like manner to the Contractor (but only to the extent that the Contractor may be liable to indemnify the Employer under the terms of this Contract) and shall for any one occurrence or series of occurrences arising out of one event be in a sum not less than that stated in the Contract Particulars (item 15.1).^[23]
 - 2 As to evidence that such insurances have been effected and are being maintained and the consequences of failure to comply, clause 6.10 shall apply.

Excepted Risks

^[22] It should be noted that the cover granted under Public Liability policies taken out pursuant to clause 6.4.1 may not be co-extensive with the indemnity given to the Employer in clauses 6.1 and 6.2: for example, each claim may be subject to an excess and cover may not be available in respect of loss or damage due to gradual pollution.

^[23] The Contractor may, if he wishes, insure for a sum greater than that stated in the Contract Particulars (item 15).

- 6.5 Notwithstanding clauses 6.1, 6.2 and 6.4.1, the Contractor shall neither be liable to indemnify the Employer nor obliged to insure against any personal injury to or the death of any person or any damage, loss or injury to work or supply comprised in an Order, Site Materials, work executed, the Site or any other property, caused by the effect of an Excepted Risk.

Related definitions

- 6.6 In these Conditions the following phrases shall have the following meanings:

All Risks Insurance^[24]: insurance which provides cover against any physical loss or damage to work executed or supplies made pursuant to an Order and Site Materials (whether supplied by the Employer or by the Contractor) and against the reasonable cost of the removal and disposal of debris and of any shoring and propping which results from such physical loss or damage but excluding the cost necessary to repair, replace or rectify:

(a) property which is defective due to:

- (i) wear and tear,
- (ii) obsolescence, or
- (iii) deterioration, rust or mildew;

(b) any work executed or supplies made or any Site Materials lost or damaged as a result of its own defect in design, plan, specification, material or workmanship or any other work executed which is lost or damaged in consequence thereof where such work relied for its support or stability on such work which was defective^[25];

(c) loss or damage caused by or arising from:

- (i) any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, commandeering, nationalisation or requisition or loss or destruction of or damage to any property by or under the order of any government *de jure* or *de facto* or public, municipal or local authority,
- (ii) disappearance or shortage if such disappearance or shortage is only revealed when an inventory is made or is not traceable to an identifiable event, or
- (iii) an Excepted Risk.

Excepted Risks:

the risks comprise:

(a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof (other than such risk insofar, but only insofar, as it is included in the Terrorism Cover from time to time required to be taken out and maintained under this Contract);

(b) pressure waves caused by aircraft or other aerial devices

^[24] The risks and costs that All Risks Insurance is required to cover are defined by exclusions. Policies issued by insurers are not standardised; the way in which insurance for these risks is expressed varies and **in some cases it may not be possible for insurance to be taken out against certain of the risks required to be covered**. In the case of Terrorism Cover, where the extension of cover will involve an additional premium and may in certain situations be difficult to effect, the requirement is now expressly limited to Pool Re Cover or such other cover as is agreed and set out in the Contract Particulars. That extension and any other relevant details of works insurance under this Contract also require discussion and agreement between the Parties and their insurance advisers at an early stage, **prior to entering into the Contract**. See the Measured Term Contract Guide.

^[25] In an All Risks Insurance policy in respect of works to be carried out under this Contract, cover should not be reduced by any exclusion that goes beyond the terms of paragraph (b) in this definition. For example, an exclusion in terms that 'This Policy excludes all loss of or damage to the property insured due to defective design, plan, specification, materials or workmanship' would not be in accordance with the terms of clause 6.7A.2 or 6.7B or that definition. Wider All Risks cover than that specified may be available, though it is not standard.

travelling at sonic or supersonic speeds; and

(c) any act of terrorism that is not within the Terrorism Cover from time to time required to be taken out and maintained under this Contract.

Joint Names Policy:	a policy of insurance which includes the Employer and the Contractor as composite insured and under which the insurers have no right of recourse against any person named as an insured, or recognised as an insured thereunder.
Pool Re Cover:	such insurance against loss or damage to work executed and Site Materials caused by or resulting from terrorism as is from time to time generally available from insurers who are members of the Pool Reinsurance Company Limited scheme or of any similar successor scheme. ^[26]
Specified Perils:	fire, lightning, explosion, storm, flood, escape of water from any water tank, apparatus or pipe, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, but excluding Excepted Risks.
Terrorism Cover:	Pool Re Cover or other insurance against loss or damage to work executed or supplies made pursuant to an Order and Site Materials (and/or, for the purposes of clause 6.12.1, to an existing structure and/or its contents) caused by or resulting from terrorism. ^[26]

Joint Names Insurance of work or supply comprised in Orders and existing structures by the Employer^[27]

6.7A The Employer shall:

- 1 unless otherwise stated by the Contract Particulars (item 15.3) effect and maintain a Joint Names Policy in respect of the existing structures for which Orders may be issued, together with the contents of them owned by him or for which he is responsible, for the full cost of reinstatement, repair or replacement of loss or damage due to any of the Specified Perils;
- 2 subject to clause 6.7B where the Contract Particulars state that that clause applies (item 15.4), effect and maintain a Joint Names Policy for All Risks Insurance with cover no less than that specified in clause 6.6 for the full reinstatement value of each and every Order (plus the percentage, if any, stated in the Contract Particulars to cover professional fees (item 15.2))

and shall maintain such Joint Names Policies up to and including the end of the Contract Period (or up to the Order Completion Date of any Order which either pursuant to clause 2.10 or by agreement pursuant to clause 2.4 occurs after the end of the Contract Period), or (if earlier) the date of termination of the Contractor's employment under this Contract. In respect of the insurance referred to in this clause 6.7A the Employer shall notify his insurer of the identity of the properties in respect of which Orders may be issued and the Contract Period (but with the proviso that work or supply in respect of such properties may continue to be carried out or made by the Contractor until any later Order Completion Date).

^[26] As respects Terrorism Cover and the insurance requirements, see footnote [24] and the Measured Term Contract Guide.

^[27] **Clause 6.7A can be used in its existing printed form by those Employers who are able to effect the Joint Names, Specified Perils cover referred to for the Contractor in respect of existing structures and their contents that are owned by the Employer or for which he is responsible.**

However, the Joint Names Policy required by clause 6.7A.1 or the extension of a subsisting structure and contents policy to being a Joint Names Policy may not be readily available – and that provision is often not now appropriate for – refurbishment projects or alterations by tenant Employers where existing structures insurance is the landlord's responsibility.

Joint Names cover may also not be readily available to some domestic owner-occupiers looking to undertake refurbishments or minor works to their property.

The Contract Particulars for clause 6.7A.1 (item 15.3) therefore expressly allow the Parties in those circumstances to disapply clause 6.7A.1 and, by means of a Clause 6.7A.1 Replacement Schedule, to include in place of that clause provisions that are tailored to their particular requirements.

In JCT's view the preparation of such replacement provisions must be assigned to insurance professionals.

An explanatory summary of the alternative arrangements generally adopted to overcome those difficulties is, however, contained in the Measured Term Contract Guide.

Joint Names Insurance of work or supply comprised in Orders by the Contractor

6-7B If the Contract Particulars (item 15-4) state that this clause 6-7B applies, the Contractor shall effect and maintain with insurers approved by the Employer a Joint Names Policy for All Risks Insurance with cover no less than that specified in clause 6-6^[26] for the full reinstatement value of each and every Order (plus the percentage, if any, stated in the Contract Particulars (item 15-2) to cover professional fees) up to and including the Order Completion Date for that Order and shall maintain that policy up to and including:

- 1 the end of the Contract Period or (if later) the last Order Completion Date; or
- 2 (if earlier) the date of termination of the Contractor's employment.

Clause 6-7B – use of Contractor's annual policy – as alternative

6-8 If and so long as the Contractor independently of this Contract maintains an annual insurance policy which in respect of the work or supplies comprised in Orders:

- 1 provides (inter alia) All Risks Insurance with cover and in amounts no less than those specified in clause 6-7B; and
- 2 is a Joint Names Policy,

that policy shall satisfy the Contractor's obligations under clause 6-7B. The annual renewal date of the policy, as supplied by the Contractor, is stated in the Contract Particulars (item 15-5).

Notification by Contractor of occupation and use

6-9 Where clause 6-7B applies, the Contractor shall before commencing to carry out the first Order under this Contract notify the insurer of the Joint Names Policy to which clause 6-7B refers that the Employer may have occupation and use of any property in respect of which Orders may be issued, and shall obtain the agreement of the insurer that any exclusion in the policy relating to such occupation and use shall not apply.

Evidence of insurance

6-10 ·1 Where a Party is required by this Contract to effect and maintain an insurance policy or cover under any of clauses 6-4, 6-7A, 6-7B and 6-11, that Party shall at the request of the other Party supply such documentary evidence as the other Party may reasonably require that the policy or cover has been effected and remains in force.

·2 If a Party required to provide such documentary evidence fails to provide it within 7 days of a request being made, the other Party may assume that there has been a failure to insure, and may insure against any risk, liability or expense to which he may be exposed as a consequence, but shall not be obliged to do so. If the other Party insures, the defaulting Party shall be liable for the costs that the other Party incurs in taking out and maintaining that insurance. Any costs payable to the Contractor shall be reimbursed to him by the Employer and shall be recoverable from the Employer as a debt; any costs payable to the Employer may be deducted by him from any sums due or to become due to the Contractor under this Contract or shall be recoverable from the Contractor as a debt.

Terrorism Cover – policy extensions and premiums

6-11 ·1 To the extent that the Works Insurance Policy excludes (or would otherwise exclude) loss or damage caused by terrorism, the Contractor, where clause 6-7B applies, or the Employer, where clause 6-7A-2 applies, shall unless otherwise agreed effect and maintain, either as an extension to the Works Insurance Policy or as a separate Joint Names Policy, in the same amount and for the same period as the Works Insurance Policy, such Terrorism Cover as is specified in or by the Contract Particulars (item 15-6), subject to clauses 6-11-4 and 6-12.

·2 Where clause 6-7B applies and the Contractor is required to take out and maintain Pool Re Cover, the cost of that cover and its renewal shall be deemed to be included in the Contractor's rates and prices save that, if at any renewal of the cover there is a variation in the rate on which the premium is based, the amounts payable to the Contractor shall be adjusted by the net amount of the difference between the premium paid by the Contractor and the premium that would have been paid but for the change in rate.

^[26] In some cases it may not be possible for insurance to be taken out against certain of the risks covered by the definition of All Risks Insurance and note the potential difficulty with respect to Terrorism Cover mentioned at footnote [24].

- 3 Where clause 6·7B applies and Terrorism Cover other than Pool Re Cover is specified as required, the cost of such other cover and of its renewal shall be added to the amounts payable to the Contractor.
- 4 Where clause 6·7B applies and the Employer is a Local or Public Authority, if at any renewal of the Terrorism Cover (of any type) there is an increase in the rate on which the premium is based, he may instruct the Contractor not to renew the Terrorism Cover. If he so instructs, clause 6·13·5·3 shall apply with effect from the renewal date.

Terrorism Cover – non-availability – Employer's options

- 6·12 ·1 If the insurers named in any Joint Names Policy notify either Party that, with effect from a specified date (the 'cessation date'), Terrorism Cover will cease and will no longer be available or will only continue to be available with a reduction in the scope or level of such cover, the recipient shall immediately notify the other Party.
- 2 The Employer, after receipt of such notification but before the cessation date, shall give notice to the Contractor:
 - 1 that, notwithstanding the cessation or reduction in scope or level of Terrorism Cover, the Employer requires that the work comprised in all or certain specified Orders continue to be carried out; and/or
 - 2 that on the date stated in the Employer's notice (which shall be a date after the date of the insurers' notification but no later than the cessation date) work on all or certain specified Orders shall terminate.
- 3 Where clause 6·7B applies and the Employer gives notice under clause 6·12·2 requiring continuation of the work comprised in any Orders, he may instruct the Contractor to effect and maintain any alternative or additional form of Terrorism Cover then reasonably obtainable by the Contractor; the net additional cost to the Contractor of any such cover and its renewal shall be added to the amounts payable to the Contractor.
- 4 If the Employer gives notice of termination under clause 6·12·2 in respect of any Orders, a valuation of work completed (or of labour, materials and/or plant supplied) that has not been valued and certified before such termination shall be made and certified in respect of those Orders in accordance with sections 4 and 5 and the Employer shall pay the certified amount in accordance with clause 4·6.
- 5 In the case of any Orders in respect of which notice of termination is not given under clause 6·12·2·2, but work executed and/or Site Materials under any such Order thereafter suffer physical loss or damage caused by terrorism, clauses 6·13 and 6·14 shall as appropriate apply.

Loss or damage – insurance claims and reinstatement

- 6·13 ·1 If loss or damage affecting any executed work, Site Materials or other supplies made pursuant to an Order is occasioned by any of the risks covered by the Works Insurance Policy or an Excepted Risk or there is any loss of or damage of any kind to any existing structure or its contents, the Contractor shall forthwith upon it occurring or becoming apparent give notice both to the Contract Administrator and to the Employer of its nature, location and extent.
- 2 Subject to clauses 6·13·5·1 and 6·13·6, the occurrence of such loss or damage shall be disregarded in computing any amounts payable to the Contractor under this Contract.
- 3 The Contractor, for himself and his sub-contractors, shall authorise the insurers to pay to the Employer all monies from the Works Insurance Policy, and from any policies covering existing structures or their contents that are effected by the Employer.
- 4 Where loss or damage affecting executed work or Site Materials or other supplies made pursuant to an Order is occasioned by any risk covered by the Works Insurance Policy, and subject to clause 6·14 where relevant, the Contractor shall after any inspection required by the insurers under the Works Insurance Policy and with due diligence restore the damaged work, replace or repair any lost or damaged Site Materials or supplies made, remove and dispose of any debris (collectively 'reinstatement work') and proceed with the carrying out and completion of the Order(s).
- 5 Where clause 6·7B applies:
 - 1 unless the Employer cancels the Order affected by the loss or damage, the

Employer shall pay all monies from such insurance to the Contractor by instalments under separate reinstatement work certificates issued by the Contract Administrator at the same dates as those for certificates under section 4 less only the amounts referred to in clause 6.13.5.2;

- 2 the Employer may retain from those monies any amounts properly incurred by the Employer and notified by him to insurers in respect of professional fees up to the aggregate amount of the percentage cover for those fees or (if less) the amount paid by insurers in respect of those fees;
- 3 in respect of reinstatement work, the Contractor shall not be entitled to any payment other than amounts received under the Works Insurance Policy except where there has been a cessation of or reduction in Terrorism Cover under clause 6.11.4 or 6.12 and loss or damage is then caused by or results from terrorism, in which case the reinstatement work shall, to the extent that its cost is no longer recoverable under the policy, be treated as a Variation and under section 4 or clause 6.13.5.1 included in Contract Administrator's certificates. In neither case shall there be any reduction in any amount payable by reason of any act or neglect of the Contractor or of any sub-contractor which may have contributed to the physical loss or damage.
- 6 Where clause 6.7A.2 applies or where loss or damage is caused by an Excepted Risk, reinstatement work shall be treated as a Variation.

Loss or damage to existing structures – right of termination in respect of Orders

- 6.14** If there is material loss of or damage to any existing structure, the Employer shall be under no obligation to reinstate that structure, but either Party may, if it is just and equitable, give notice to the other within 28 days of the occurrence of that loss or damage that work on any affected Orders shall terminate. If such notice is given, then:
- 1 unless within 7 days of receiving the notice (or such longer period as may be agreed) the Party to whom it is given invokes a dispute resolution procedure of this Contract to determine whether the termination is just and equitable, it shall be deemed to be so;
 - 2 upon the giving of that notice or, where a dispute resolution procedure is invoked within that period, upon any final upholding of the notice, the provisions of clause 6.12.4 shall apply.

Section 7 Break Provision – Rights of each Party

Break notice

- 7.1 Each Party shall have the right to reduce the duration of the Contract Period by giving the other Party not less than 13 weeks' notice to that effect (or such lesser period of notice as is stated in the Contract Particulars (item 16)). That notice may in either case expire at any time not less than 6 months after the date of commencement of the Contract Period.

Existing and subsequent Orders

- 7.2 As from receipt by the Employer or the Contractor, as the case may be, of notice under clause 7.1 the Contractor shall not, unless otherwise agreed between him and the Contract Administrator, be under any obligation to accept any subsequent Orders which cannot reasonably be completed before the expiration of the notice, but the Contractor shall not be relieved of his obligation to complete all Orders properly given prior to the receipt of the notice, even if such Orders cannot be, or are not, completed before the expiry of such notice, and to complete any subsequent Orders that can reasonably be completed before that expiration or that he otherwise accepts.

Section 8 Termination for Default, etc.

Meaning of insolvency

8.1 For the purposes of these Conditions:

- 1 a company becomes Insolvent:
 - 1 when it enters administration within the meaning of Schedule B1 to the Insolvency Act 1986;
 - 2 on the appointment of an administrative receiver or a receiver or manager of its property under Chapter I of Part III of that Act, or the appointment of a receiver under Chapter II of that Part;
 - 3 on the passing of a resolution for voluntary winding-up without a declaration of solvency under section 89 of that Act; or
 - 4 on the making of a winding-up order under Part IV or V of that Act.
- 2 a partnership becomes Insolvent:
 - 1 on the making of a winding-up order against it under any provision of the Insolvency Act 1986 as applied by an order under section 420 of that Act; or
 - 2 when sequestration is awarded on the estate of the partnership under section 12 of the Bankruptcy (Scotland) Act 1985 or the partnership grants a trust deed for its creditors.
- 3 an individual becomes Insolvent:
 - 1 on the making of a bankruptcy order against him under Part IX of the Insolvency Act 1986; or
 - 2 on the sequestration of his estate under the Bankruptcy (Scotland) Act 1985 or when he grants a trust deed for his creditors.
- 4 a person also becomes Insolvent if:
 - 1 he enters into an arrangement, compromise or composition in satisfaction of his debts (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction); or
 - 2 (in the case of a partnership) each partner is the subject of an individual arrangement or any other event or proceedings referred to in this clause 8.1.

Each of clauses 8.1.1 to 8.1.4 also includes any analogous arrangement, event or proceedings in any other jurisdiction.

Notices under section 8

- 8.2 ·1 Notice of termination of the Contractor's employment shall not be given unreasonably or vexatiously.
- 2 Such termination shall take effect on receipt of the relevant notice.
- 3 Each notice referred to in this section shall be delivered by hand or sent by Recorded Signed for or Special Delivery post. Where sent by post in that manner, it shall, subject to proof to the contrary, be deemed to have been received on the second Business Day after the date of posting.

Other rights, reinstatement

- 8.3 ·1 The provisions of this section 8 are without prejudice to any other rights and remedies available to either Party.
- 2 Irrespective of the grounds of termination, the Contractor's employment may at any time be reinstated, either generally or in respect of any particular Order or Orders, if and on such

terms as the Parties agree.

Default by Contractor

- 8-4**
- 1 If the Contractor:
 - 1 fails to comply with the CDM Regulations; or
 - 2 without reasonable cause fails in such a manner to comply with his obligations under this Contract that the carrying out of any Order or Orders is materially disrupted, suspended or delayed,

the Contract Administrator may give to the Contractor a notice specifying the default or defaults (a 'specified' default or defaults).
 - 2 If the Contractor continues a specified default for 14 days from receipt of the notice under clause 8-4-1, the Employer may on, or within 21 days from, the expiry of that 14 day period by a further notice to the Contractor terminate the Contractor's employment under this Contract.
 - 3 If the Employer does not give the further notice referred to in clause 8-4-2 (whether as a result of the ending of any specified default or otherwise) but the Contractor repeats a specified default (whether previously repeated or not), then, upon or within a reasonable time after such repetition, the Employer may by notice to the Contractor terminate that employment.

Insolvency of Contractor

- 8-5**
- 1 If the Contractor is insolvent, the Employer may at any time by notice to the Contractor terminate the Contractor's employment under this Contract.
 - 2 The Contractor shall immediately notify the Employer if he makes any proposal, gives notice of any meeting or becomes the subject of any proceedings or appointment relating to any of the matters referred to in clause 8-1.
 - 3 As from the date the Contractor becomes Insolvent, whether or not the Employer has given such notice of termination:
 - 1 clause 8-10 shall apply as if such notice had been given;
 - 2 the Contractor's obligations under Article 1 and these Conditions to carry out and complete any Orders shall be suspended; and
 - 3 the Employer may take reasonable measures to ensure that each Site, the work under each Order and any Site Materials are adequately protected and that such Site Materials are retained on site; the Contractor shall allow and shall not hinder or delay the taking of those measures.

Corruption and regulation 73(1)(b) of the PC Regulations

- 8-6**
- The Employer shall be entitled by notice to the Contractor to terminate the Contractor's employment under this or any other contract with the Employer if, in relation to this or any other such contract, the Contractor or any person employed by him or acting on his behalf shall have committed an offence under the Bribery Act 2010, or, where the Employer is a Local or Public Authority, shall have given any fee or reward the receipt of which is an offence under sub-section (2) of section 117 of the Local Government Act 1972, or, where this Contract is one to which regulation 73(1) of the PC Regulations applies, the circumstances set out in regulation 73(1)(b) of the PC Regulations apply.

Default by Employer

- 8-7**
- 1 If the Employer:
 - 1 does not pay by the final date for payment the amount due to the Contractor in accordance with clause 4-6 and/or any VAT properly chargeable on that amount; or
 - 2 without reasonable cause fails in such a manner to comply with his obligations under this Contract that the ability of the Contractor to comply with his obligations under it is materially prejudiced; or
 - 3 interferes with or obstructs the issue of any certificate; or
 - 4 fails to comply with CDM Regulations,

the Contractor may give to the Employer a notice specifying the default or defaults (a 'specified' default or defaults).

- 2 If the Employer continues a specified default for 14 days from the receipt of notice under clause 8·7·1, the Contractor may on, or within 21 days from, the expiry of that 14 day period by a further notice to the Employer terminate the Contractor's employment under this Contract.
- 3 If the Contractor for any reason does not give the further notice referred to in clause 8·7·2, but the Employer repeats a specified default (whether previously repeated or not), then, upon or within a reasonable time after such repetition, the Contractor may by notice to the Employer terminate the Contractor's employment under this Contract.

Insolvency of Employer

- 8·8 ·1 If the Employer is Insolvent, the Contractor may by notice to the Employer terminate the Contractor's employment under this Contract;
- 2 the Employer shall immediately notify the Contractor if he makes any proposal, gives notice of any meeting or becomes the subject of any proceedings or appointment relating to any of the matters referred to in clause 8·1;
- 3 as from the date the Employer becomes Insolvent, the Contractor's obligations under Article 1 and these Conditions to carry out and complete any Orders shall be suspended pending such termination.

Termination by Employer – regulations 73(1)(a) and 73(1)(c) of the PC Regulations

- 8·9 Where this Contract is one to which regulation 73(1) of the PC Regulations applies the Employer shall be entitled by notice to the Contractor to terminate the Contractor's employment under this Contract where the grounds set out in regulation 73(1)(a) or 73(1)(c) of the PC Regulations apply.

Consequences of termination under clauses 8·4 to 8·6

- 8·10 If the Contractor's employment is terminated under clause 8·4, 8·5 or 8·6:
 - 1 the Employer may employ and pay other persons to carry out and complete uncompleted Orders;
 - 2 no further sum shall become due to the Contractor under this Contract other than any amount that may become due to him under clause 8·10·3 and the Employer need not pay any sum that has already become due either:
 - 1 insofar as the Employer has given or gives a notice under clause 4·6·5; or
 - 2 if the Contractor, after the last date upon which such notice could have been given by the Employer in respect of that sum, has become insolvent within the meaning of clauses 8·1·1 to 8·1·3;
 - 3 the Contract Administrator shall within 13 weeks of the date of termination make a valuation and issue a certificate showing:
 - 1 the value of such work properly executed (or of labour, materials and/or plant supplied) and any other amounts due to the Contractor under this Contract that have not been valued and certified before such termination; and
 - 2 the amount of any direct loss and/or damage caused to the Employer by the termination;
 - 4 if the amount of direct loss and/or damage exceeds the value certified under clause 8·10·3 the difference shall be a debt payable by the Contractor to the Employer or, if it is less, by the Employer to the Contractor;
 - 5 the final date for payment of the amount of the difference referred to in clause 8·10·4 shall be 28 days from the date of the certificate.

Consequences of termination under clauses 8·7 to 8·9

- 8·11 ·1 Where the Contractor's employment is terminated under clause 8·7, 8·8 or 8·9, the Contractor shall within 13 weeks of the date of termination submit an account in respect of:
 - 1 the value of such work properly executed (or of labour, materials and/or plant supplied) as has not been valued and certified before such termination; and

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- 2 only where the Contractor's employment is terminated under clause 8·7 or 8·8, the amount of any direct loss and/or damage caused to the Contractor by the termination.
- 2 The Employer shall pay to the Contractor the amount properly due in respect of the account within 28 days of its submission by the Contractor.

Section 9 Settlement of Disputes

Mediation

- 9.1 Subject to Article 6, if a dispute or difference arises under this Contract which cannot be resolved by direct negotiations, each Party shall give serious consideration to any request by the other to refer the matter to mediation.^[29]

Adjudication

- 9.2 If a dispute or difference arises under this Contract which either Party wishes to refer to adjudication, the Scheme shall apply except that for the purposes of the Scheme the Adjudicator shall be the person (if any) and the nominating body shall be that stated in the Contract Particulars (item 17).

Arbitration

Clauses 9.3 to 9.8 not applicable.

^[29] See the Measured Term Contract Guide.

Schedule Supplemental Provisions

(Fifth Recital)

Supplemental Provisions 1 to 6 apply unless otherwise stated in the Contract Particulars. Supplemental Provision 7 applies where the Employer is a Local or Public Authority or other body of the type mentioned in that provision; Supplemental Provision 8 applies where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations.

Collaborative working

- 1 The Parties shall work with each other and with other project team members in a co-operative and collaborative manner, in good faith and in a spirit of trust and respect. To that end, each shall support collaborative behaviour and address behaviour which is not collaborative.

Health and safety

- 2
- 1 Without limiting either Party's statutory and/or regulatory duties and responsibilities and/or the specific health and safety requirements of this Contract, the Parties will endeavour to establish and maintain a culture and working environment in which health and safety is of paramount concern to everybody involved with the project.
 - 2 In addition to the specific health and safety requirements of this Contract, the Contractor undertakes to:
 - 1 comply with any and all approved codes of practice produced or promulgated by the Health and Safety Executive;
 - 2 ensure that all personnel engaged by the Contractor and members of the Contractor's supply chain on site receive appropriate site-specific health and safety induction training and regular refresher training;
 - 3 ensure that all such personnel have access at all times to competent health and safety advice in accordance with regulation 7 of the Management of Health and Safety at Work Regulations 1999; and
 - 4 ensure that there is full and proper health and safety consultation with all such personnel in accordance with the Health and Safety (Consultation with Employees) Regulations 1996.

Cost savings and value improvements

- 3
- 1 The Contractor is encouraged to propose changes to designs and specifications for each Order and/or to the programme for its execution that may benefit the Employer, whether in the form of a reduction in the cost of the Order or its associated life cycle costs, through completion at a date earlier than the date for completion or otherwise.
 - 2 The Contractor shall provide details of his proposed changes, identifying them as suggested under this Supplemental Provision 3, together with his assessment of the benefit he believes the Employer may obtain, expressed in financial terms, and a quotation.
 - 3 Where the Employer wishes to implement a change proposed by the Contractor, the Parties shall negotiate with a view to agreeing its value, the financial benefit and any adjustment to the date for completion. Upon agreement, the change and the amount of any adjustment of the value of the Order shall be confirmed in a Contract Administrator's instruction, together with the share of the financial benefit to be paid to the Contractor and any adjustment to the date for completion.
 - 4 Original proposals by the Contractor under this Supplemental Provision 3 may only be instructed in accordance with it, provided always that nothing shall prevent the Employer

from utilising other contractors to implement such changes after the Contract Period.

Sustainable development and environmental considerations

- 4
- 1 The Contractor is encouraged to suggest economically viable amendments to any Order which, if instructed as a Variation, may result in an improvement in environmental performance in the carrying out of the Order or of the completed Order.
 - 2 The Contractor shall provide to the Employer all information that he reasonably requests regarding the environmental impact of the supply and use of materials and goods which the Contractor selects.

Performance Indicators and monitoring

- 5
- 1 The Employer shall monitor and assess the Contractor's performance by reference to any performance indicators stated or identified in the Contract Documents.
 - 2 The Contractor shall provide to the Employer all information that he may reasonably require to monitor and assess the Contractor's performance against the targets for those performance indicators.
 - 3 Where the Employer considers that a target for any of those performance indicators may not be met, he may inform the Contractor who shall submit his proposals for improving his performance against that target to the Employer.

Notification and negotiation of disputes

- 6
- With a view to avoidance or early resolution of disputes or differences (subject to Article 6), each Party shall promptly notify the other of any matter that appears likely to give rise to a dispute or difference. The senior executives nominated in the Contract Particulars (or if either is not available, a colleague of similar standing) shall meet as soon as practicable for direct, good faith negotiations to resolve the matter.

Transparency

- 7
- Where the Employer is a Local or Public Authority or other body to whom the provisions of the Freedom of Information Act 2000 ('FOIA') apply, the Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of this Contract is not confidential. The Employer shall be responsible for determining in his absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of FOIA. Notwithstanding any other term of this Contract:
- 1 the Contractor hereby consents to the Employer publishing any amendments to the standard form JCT contract in their entirety, including changes to the standard form agreed from time to time, but in each case with any information which is exempt from disclosure in accordance with the provisions of FOIA redacted;
 - 2 the Employer shall promptly inform the Contractor of any request for disclosure that he receives in relation to this Contract.

The Public Contracts Regulations 2015

- 8
- Where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations^[31]:

^[31] An explanatory summary of those provisions in the PC Regulations that are reflected in this Contract is contained in the Measured Term Contract Guide. Provisions relating to the PC Regulations are also set out in section 8 (Termination) of this Contract. The JCT Short Form of Sub-Contract (ShortSub) meets the requirements of Supplemental Provision 8.

- 1 where regulation 113 of the PC Regulations applies to this Contract, the Contractor shall include in any sub-contract entered into by him suitable provisions to impose the requirements of regulation 113(2)(c)(i) and (ii);
- 2 the Contractor shall include in any sub-contract entered into by him provisions requiring the sub-contractor:
 - 1 to supply and notify to the Contractor the information required (as applicable) under regulations 71(3), 71(4) and 71(5) of the PC Regulations; and
 - 2 to include in any sub-subcontract he in turn enters into provisions to the same effect as required under paragraph 8·2·1 of Supplemental Provision 8;
- 3 ·1 the Contractor shall include in any sub-contract entered into by him provisions that shall entitle him to terminate the sub-contractor's employment where there are grounds for excluding the sub-contractor under regulation 57;
- 2 in the event the Employer requires the Contractor to terminate a sub-contractor's employment pursuant to regulation 71(9) the Contractor shall take the appropriate steps to terminate that employment and where required by the Employer under regulation 71(9) shall, or in circumstances where there is no such requirement may, appoint a replacement sub-contractor.



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SECTION 2

INVITATION TO TENDER DOCUMENT INCLUDING APPENDIX A1, E, F, G AND H

APPENDIX A1

Invitation to Tender Document for Term Maintenance Contract – Passenger Lifts (Part 1 of 2)

For and on behalf of:

**Gateway Housing Association
409 – 413 Mile End Road
London
E3 4PB**

L060274S/0008 August 2018
Issue 3: Tender

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1 INTRODUCTION

1.1 GATEWAY HOUSING ASSOCIATION

Gateway have been operating from 1926, initially as Bethnal Green Housing Association and following mergers are now known as Gateway Housing Association.

Gateway predominately operate in the London Borough of Tower Hamlets, but have small stock of housing in Hackney and Newham. The majority of their 2,800 homes is social rent.

Gateway are the largest provider of sheltered housing in Tower Hamlets.

Throughout their stock a number of the Blocks have passenger lifts and Gateway are procuring a new Term Maintenance Contract with the principal requirements being:-

- Providing value for money.
- Delivering of a customer focused service.
- Having capabilities to provide comprehensive reporting relating to both compliancy and service delivery.

1.2 DIFFERENT TYPES OF PROPERTY TENURE

The range and type of properties covered by the Contract arrangements may include:-

Sheltered Housing
Supported Housing
General Rented

In general, the Contractor's main point of contact for day-to-day issues will be designated contacts at Gateway's Customer Service and Property Services Teams.

The following resident/occupier categories are involved:-

Sheltered Housing – Properties for the elderly

Supported Housing – Accommodation for those in need of various types of support services.

General Rented Housing – From single person dwellings to Family Homes.

Sheltered and Supported Housing will often have site based staff

1.3 BASIS OF CONTRACT BEING PROCURED

The requirements of the Contract are set out within these documents, but will include servicing, a responsive repair service and repairs to the equipment concerned. The Contract will not cover:-

- Passenger lift replacement or lift modernisation works.
- Service, repair or replacement of domestic lifts – through floor lifts, stairlifts, hoists, etc.

The majority of the lifts covered under the Contract will be in residential accommodation.

1.4 FORM OF CONTRACT

The Form of Contract shall be the JCT MTC 2016 – Measured Term Contract 2016. See Appendix 5 concerning the Contract Particulars.

The requirements of the Invitation to Tender Document shall be read in conjunction with the JCT MTC 2016 and where there are conflicts the requirements of the ITT Documents shall take precedence.

1.5 TUPE

There will not be any TUPE requirements relating to the Contract.

1.6 INSTRUCTIONS TO TENDERERS

Tenderers should note that their tender submission should be returned in the envelope provided and should arrive no later than the date and time specified in the tender enquiry letter.

The tenderer (whether their tender is accepted or not) will keep the details of the tender documents as Private & Confidential.

The tenderer shall also treat the information or observations identified during the Tender Period with the same confidentiality.

The Employer does not bind himself or herself to accept the lowest or any tender. In addition, they will not be responsible or pay for any expenses or losses that may be incurred in the preparation of the Tender.

The tenderer shall complete and submit a signed Non-Collusive Tendering Certificate.

Tenderers may wish to inspect a sample of the properties during the Tender Period and arrangements to visit individual sites shall be made by email by contacting:-

Natalya Kurakina at Gateway - natalya.kurakina@gatewayhousing.org.uk

Tenderers should identify particular properties which they will be visiting and particular dates. A minimum of 5 working days' notice should be provided.

1.7 SELECTION CRITERIA

The selection criteria will be based on a combination of Price and Quality.

The split between Price and Quality shall be as follows:-

- Price: 60%
- Quality: 40%

The qualitative score will be based on the qualitative submission in relation to the qualitative questionnaire.

See separate Appendix D for full details.

1.8 PAYMENT/INVOICING

Electronic invoicing shall be utilised.

For the fixed cost element payment shall be monthly in arrears.

A single invoice shall be provided. A supporting schedule with the cost per property/lift shall be provided.

For chargeable works, an application process shall be completed on a monthly basis and the Contractor shall include for all supporting data to be provided.

1.9 COST ADJUSTMENT

Cost may be adjusted on an annual basis subject to agreement with the Contract Administrator.

The cost adjustments shall not exceed those provided in the BCIS Indices (Lift – Electrical: Labour and Materials – based on 70% labour, 30% materials split).

2 SCHEDULE OF SERVICES

2.1 SUMMARY OF SERVICE INFORMATION

The service information is detailed within Section 2 (2.2-2.5) and the individual elements are:

The requirement is for fully comprehensive Contract with a fixed annual cost for 2.2 to 2.5.

Planned and preventative maintenance – Comprehensive (2.2)

Responsive maintenance (2.3)

SAFed supplementary inspections/testing (2.4)

Repairs and component replacements (2.5)

The schedule of lifts to be covered by the contract are detailed in Appendix 6.

The only exclusions will be:

- Vandalism and Misuse
- Additional works – fitting of GSM units, autodiallers, etc.

2.2 PLANNED AND PREVENTATIVE MAINTENANCE

The minimum requirements for planned and preventative maintenance are detailed within Section 2.

These are minimum requirements and the Contractor's maintenance plans and task sheets shall take into account the individual particulars (including manufacturer's instructions) of the lifts concerned, in terms of their condition, age and type.

The number of planned and preventative maintenance visits per annum shall be 12 visits per annum (monthly) – Passenger Lifts

The Contractor shall include for the provision and application of all consumables associated with planned and preventative maintenance activities. This shall include:

- a) Gear oil
- b) Lubrication oil
- c) Grease
- d) Lamps
- e) V belts
- f) Door operator drive chains or ropes
- g) Fuses
- h) Seals
- i) Relays
- j) Lift car and landing door bottom shoes
- k) Lift car and landing top track rollers.
- l) Sliding lift car and counterweight guide shoe liners.

2.3 SAFed – GUIDELINES ON THE SUPPLEMENTARY TESTS OF IN-SERVICE LIFTS

The Contractor shall complete on an annual basis the supplementary tests reference:

- Annex A.2 electric safety devices
- Annex A.4 – landing door interlocks

These tests shall be completed and report issued to the Contract Administrator in the format detailed within the SAFed Guidelines.

The requirements for other SAFed supplementary testing shall be subject to separate instruction by the Contract Administrator. Such work shall be as required by the “competent” person or alternatively implemented as part of planned works through instructions by the Contract Administrator.

2.4 RESPONSIVE MAINTENANCE

The Contractor shall attend to all call outs due to lift malfunction or breakdown.

The contractor shall include for a responsive maintenance call out service on a 24 hour, 7 days a week, 365 days per year basis. Refer to Section 5 concerning response times etc.

All calls received shall be logged electronically and identified with a reference number.

2.5 REPAIRS AND COMPONENT REPLACEMENTS

The Contractor shall be responsible for replacing, repair and adjustment of any part of the lift should it fail or malfunction. Any replacements or repairs shall be of a standard equal to the original installations.

During the course of the planned and preventative maintenance visits, the Contractor shall identify the need to replace and/or repair any item of equipment. Where replacement parts are required, the ordering of such materials and implementation of the necessary works shall be planned so as to minimise disruption to the residents.

Works may be implemented during the Contractors normal working hours, providing that the Contract Administrator is provided with 5 working days’ notice. In the case of emergency repairs, the timing of the works shall be agreed with the Contract Administrator.

The criteria for replacement of steel wire ropes and suspension chains shall be as detailed within SAFed document guidelines on the supplementary tests of in service lifts, Appendix B.

3 PLANNED AND PREVENTATIVE MAINTENANCE

3.1 SUMMARY OF REQUIREMENTS

The tasks outlined in 3.2 and 3.3 should be undertaken as minimum requirements. The Contractor shall take into account the condition and usage of the equipment concerned and re-schedule tasks if particular circumstances dictate.

Where the requirements to “check” is stipulated, the Contractor shall when necessary also undertake any or all of the following actions to ensure the safe and efficient operation of the lift(s).

TYPICAL ACTIONS

- Clean
- Lubricate
- Adjust
- Realign
- Replace consumable parts
- Carry out further investigations
- Carry out detailed checks using special tools
- Fault finding

It is the Contractor's responsibility to observe the on-going condition of the equipment with regard to safe and correct operation. The Contractor shall bring to the attention of the Contract Administrator any specific areas where periodic checking, lubrication and adjustment exceeds normal provisions for equipment of the age and type installed.

When the need for adjustment, repairs and replacements are identified during the course of maintenance inspections the Contractor shall undertake the necessary works in accordance with the requirements detailed in Section 2.5.

3.2 ELECTRIC TRACTION LIFTS (INCLUDING MRL'S) - 12 VISITS PER ANNUM

3.2.1 Area 1 - Lift Car

ACTIVITY	FREQUENCY
a) Check lift levelling with lift travelling in both directions.	Monthly
b) Observe lift starting and stopping for both upwards and downwards travel.	Monthly
c) Check operation of lift car controls and indicators.	Monthly
d) Observe door operation, both opening and closing, for smoothness and unusual noises. Manually check closing force by hand.	Monthly
e) Check operation of door reversal device by hand.	Monthly

ACTIVITY	FREQUENCY
f) Check lift lighting and the diffusers.	Monthly
g) Check ease of operation for manually operated doors.	Monthly
h) Check operation of alarm system and communication equipment, Windcrest, telephone or intercoms where installed.	Monthly
i) Test lift car emergency lighting by isolating lift car lighting supply.	6 Monthly
j) Check with pressure gauge door closing force.	Annually

3.2.2 Area 2 - Lift Machine Room/Lift Machine

ACTIVITY	FREQUENCY
a) Check worm gear oil level.	3 Monthly
b) Observe gear operating and check for noise and evidence of backlash.	Monthly
c) Check lubrication to motor sleeve and roller bearings.	3 Monthly
d) Observe motor running for noise, vibration and excessive heat.	Monthly
e) Check operation of motor vent fan.	3 Monthly
f) Check condition of brake drum and linings.	Monthly
g) Check availability of hand winding equipment and statutory notices.	Monthly
h) Check gear casing oil seals for leakage.	3 Monthly
i) Check divertor pulley lubrication.	3 Monthly
j) Check brake drum clearances and adjust as necessary.	3 Monthly
k) Check rope traction on sheave.	6 Monthly
l) Check handwinding operation for lift machine.	3 monthly
m) Check machine couplings, key ways, shafts, etc. for tightness by means of visual inspection and hand.	6 Monthly
n) Check lubrication to brake pivot points.	6 Monthly

ACTIVITY	FREQUENCY
o) Check lubrication to outer bearings (if fitted).	6 Monthly
p) Check with use of gauge wear to sheave. Check grooves for cogging.	Annually
q) Check generally machine fixings and isolation mounts.	Annually
r) Clean and refill sleeve and roller bearings.	Every 2 years
s) Change oil in gear box.	Every 4 years

Control Panel

a) Check contact condition in terms of cleanliness, wear and pitting.	6 Monthly
b) Check security of electrical terminals.	Annually
c) Check cabling for overheating and deterioration.	Annually
d) Check fuse and overload condition and operation. Label and date.	Annually
e) Clean switch gear with use of industrial vacuum cleaner.	Annually

Governor

a) Manually check governor tripping.	6 Monthly
b) Check governor groove for wear.	6 Monthly
c) Check operation of electrical switch.	6 Monthly
d) Check lubrication to governor bearings.	6 Monthly

Main Switches

a) Inspect contacts for cleanliness and pitting.	Annually
--	----------

Ropes

a) Check condition of wire ropes.	6 Monthly
-----------------------------------	-----------

Lighting

- a) Check operation of lift machine room/machine location lighting. Monthly
- b) Check operation of machine room/machine location emergency lighting. 6 Monthly

Switches

- a) Check operation of emergency stop switches. 6 Monthly

3.2.3 Area 3 - Liftwell

EQUIPMENT & ACTIVITY

FREQUENCY

Guides and Fixings

- a) Check guide lubrication Monthly
- b) Check car top and counterweight lubrication pots. 3 Monthly
- c) Check and empty when necessary guide rail oil trays. 3 Monthly
- d) Check guide and guide bracket fixings for tightness. Annually

Lift Car Top

- a) Check operation of lift car top maintenance controls. Monthly
- b) Check operation of lift car top light. Monthly
- c) Clean car top working surface and steel work. 3 Monthly
- d) Test circuit and operation of car top socket outlet. Annually

Lift Pit and Liftwell Steelwork

- a) Clean lift pit as necessary. Monthly
- b) Clean liftwell steel work and ledges. 6 Monthly

Landing Doors

- a) Check operation of landing electro-mechanical locks and electrical interlocks. Monthly
- b) Check chain or air cords for wear and tension together with check on anchorages. 3 Monthly
- c) Check wear on door panel bottom guide shoes. 3 Monthly

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- | | |
|---|-----------|
| d) Clean sill groove. | Monthly |
| e) Check top track rollers and upthrust rollers | 3 Monthly |
| f) Check lubrication to linkages, chains, pivots, etc. | 3 Monthly |
| g) Check operation and condition of lock beaks, pivot bearings and rollers. | 3 Monthly |
| h) Check operation of emergency door release for all entrances | 3 Monthly |
| i) Check operation of door closing mechanisms. | 3 Monthly |

Lift Car Sling

- | | |
|---|-----------|
| a) Observe car pulleys, guide shoes, etc. with lift running at test speed. | 3 Monthly |
| b) Check wear to car guide shoe liners. | 3 Monthly |
| c) Check fixings of guide shoe brackets. | 6 Monthly |
| d) Check lubrication to car pulleys. | 6 Monthly |
| e) Check condition of rubber isolation mounts, car sling bolted fixings, etc. | Annually |

Counterweight

- | | |
|--|-----------|
| a) Check counterweight guide shoe wear. | 3 Monthly |
| b) Check counterweight frame fixings and filler weight restraints. | Annually |

Buffers

- | | |
|---|----------|
| a) Check fixing and square for spring buffers. | Annually |
| b) Clean and check secureness of fixings. | Annually |
| c) Check buffer switch operation. | Annually |
| d) Check oil buffers in accordance with manufacturer's instructions | Annually |

Safety Gear

- | | |
|--|-----------|
| a) Visually check safety gear mechanism and linkage and operate by hand | 3 Monthly |
| b) Check by hand operation of safety gear switch | 6 Monthly |
| c) Clean and lubricate as necessary safety gear linkages and pivot points. | 6 Monthly |

Liftwell Switches

- | | |
|---|-----------|
| a) Check by hand operation of limit switches and test limit | 3 Monthly |
| b) Check secureness and clean as necessary liftwell inductors and associated equipment. | Annually |

Liftwell Lighting

- | | |
|--|----------|
| a) Check operation of liftwell lighting. | Monthly |
| b) Clean diffusers | Annually |

Belts and Rope Anchorages

- | | |
|--|-----------|
| a) Check secureness and integrity of belt/rope anchorages. | 3 Monthly |
| b) Check tightness of rope clip type or belt anchorages. | 6 Monthly |
| c) Check that tension is equal for each lift rope/belt. | Annually |

Clearances

- | | |
|--|-----------|
| a) Check counterweight buffer clearance | 3 Monthly |
| b) Check clearance at top of liftwell | 6 Monthly |
| c) Check door coupler and sill clearances. | 6 Monthly |

Governor/Selector Return Pulleys

- | | |
|--|-----------|
| a) Check bearing/pivot lubrication | 6 Monthly |
| b) Check by hand operation of electrical switches. | 6 Monthly |
| c) Check cleanliness and integrity of fixings. | Annually |

Trailing Cables

- | | |
|---|-----------|
| a) Check trailing cable anchorages in liftwell and to lift car. | 6 Monthly |
| b) Check cable hanging loop and clearance to pit base. | 6 Monthly |
| c) Check condition of cable sheath. | Annually |

Retiring Ramp

- | | |
|--|-----------|
| a) Check lubrication to pivots etc. | 3 Monthly |
| b) Check solenoid for free movement. | 6 Monthly |
| c) Check cleanliness and security of fixing of ramp. | Annually |

3.2.4 Area 4 – Door Equipment and Lift Landings

Door Operator and Car Doors

- | | |
|---|-----------|
| a) Check operation of electrical interlock. | 3 Monthly |
| b) Check condition and tension of door chain or air cords. Check also anchorages. | 3 Monthly |
| c) Check wear on door panel bottom guide shoes. | 3 Monthly |
| d) Clean cill groove. | Monthly |
| e) Check top track rollers and up thrust rollers. | 3 Monthly |
| f) Check lubrication to door chains, pivots and bearings. | 3 Monthly |
| g) Check door operator chain or belt drive tension. | 3 Monthly |
| h) Check lubrication and operation of door coupler. | 6 Monthly |
| i) Check operation and contacts of door protective device. | Monthly |
| j) Check flexible cables to door reversal device. | Annually |

Pushes and Indicators

- | | |
|--|----------|
| a) Check operation of landing controls and indicators. | Monthly |
| b) Check operation of fireman's/fire-fighting/evacuation controls. | Annually |

3.3 HYDRAULIC LIFTS - 12 VISITS PER ANNUM

3.3.1 Area 1 - Lift Car

- | | |
|---|---------|
| a) Check lift levelling with lift travelling in both up and down directions. | Monthly |
| b) Observe lift starting and stopping for both upwards and downwards travel. | Monthly |
| c) Check operation of lift car controls and indicators. | Monthly |
| d) Observe door operation, both opening and closing, for smoothness and unusual noises. Manually check closing force by hand. | Monthly |
| e) Check operation of door reversal device by hand. | Monthly |
| f) Check lift lighting and the diffusers. | Monthly |

- | | | |
|----|--|-----------|
| g) | Check ease of operation for manually operated shutter doors. | Monthly |
| h) | Check operation of alarm system and Communication equipment, Windcrest, telephone, or intercoms where installed. | Monthly |
| i) | Test lift car emergency lighting by isolating lift car lighting supply. | 3 Monthly |
| j) | Check with pressure gauge door closing force. | Annually |

3.3.2 Area 2 - Lift Machine Room

Power Unit

- | | | |
|----|--|---------------|
| a) | Check condition and level of oil in main tank. | 3 Monthly |
| b) | Check valve block condition and for leaks. | 3 Monthly |
| c) | Check manual lowering valve. | 3 Monthly |
| d) | Check operation of main isolating valve. | 3 Monthly |
| e) | Check and clean as necessary filters. | 6 Monthly |
| f) | Check tank construction and isolation mounts. | Annually |
| g) | Check operation of pressure release valve. | Annually |
| h) | Filter oil and clean interior of tank. | Every 5 years |
| i) | Test system at twice normal working pressure. | Every 5 years |

Control Panel

- | | | |
|----|--|-----------|
| a) | Check contact condition in terms of cleanliness, wear and pitting. | 6 Monthly |
| b) | Check security of electrical terminals | Annually |
| c) | Check cabling for overheating and deterioration. | Annually |
| d) | Check fuse and overload condition and operation. Label and date. | Annually |
| e) | Clean switch gear with use of industrial vacuum cleaner. | Annually |

Main Switch

- | | | |
|----|---|-----------|
| a) | Inspect contacts for cleanliness and pitting. | 6 Monthly |
|----|---|-----------|

Switches

- | | | |
|----|---|-----------|
| a) | Check operation of emergency stop switches. | 6 Monthly |
|----|---|-----------|

Hydraulic Piping

- a) Check pipework and terminations for leaks. 6 Monthly

Hydraulic Cooler

- a) Check pipework for leaks. 6 Monthly
- b) Check for excessive vibration. 6 Monthly

3.3.3 Area 3 - Liftwell

EQUIPMENT & ACTIVITY	FREQUENCY
---------------------------------	------------------

Guides and Fixings

- | | |
|---|-----------|
| a) Check guide lubrication | Monthly |
| b) Check car top and counterweight lubrication pots. | 3 Monthly |
| c) Check and empty when necessary guide rail oil trays. | 3 Monthly |
| d) Check guide and guide bracket fixings for tightness. | Annually |

Lift Car Top

- | | |
|--|-----------|
| a) Check operation of lift car top maintenance controls. | Monthly |
| b) Check operation of Lift car top light. | Monthly |
| c) Clean car top working surface and steel work. | 3 Monthly |
| d) Test circuit and operation of car top socket outlet. | Annually |

Lift Pit and Liftwell Steel Work

- | | |
|--|-----------|
| a) Clean lift pit as necessary. | Monthly |
| b) Clean liftwell steel work and ledges. | 6 monthly |

Landing Doors

- | | |
|---|-----------|
| a) Check operation of landing electro-mechanical locks and electrical interlocks. | Monthly |
| b) Check chain or air cords for wear and tension together with check on anchorages. | 3 Monthly |
| c) Check wear on door panel bottom guide shoes. | 3 Monthly |

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- d) Clean sill groove. Monthly
- e) Check top track rollers and upthrust rollers 3 Monthly
- f) Check lubrication to linkages, chains, pivots, etc. 3 Monthly
- g) Check operation and condition of lock beaks, pivot bearings and rollers. 3 Monthly
- h) Check operation of emergency door release for all entrances 3 Monthly
- i) Check operation of all door closing mechanisms 3 Monthly

Lift Car Sling

- a) Observe car pulleys, guide shoes etc. with lift running at test speed. 3 Monthly
- b) Check wear to car guide shoe liners. 3 Monthly
- c) Check fixings of guide shoe brackets. 6 Monthly
- d) Check lubrication to car pulleys. 6 Monthly
- e) Check condition of rubber isolation mounts, car sling bolted fixings etc. Annually
- f) Check operation of lift car load weighing device. Annually

Buffers

- a) Check fixing and square for spring buffers Annually
- b) Clean and check secureness of fixings Annually

Safety Gear

- a) Visually check safety gear mechanism and linkage and operate by hand. 3 Monthly
- b) Check by hand operation of safety gear switch. 6 Monthly
- c) Clean and lubricate as necessary safety gear linkages and pivot points. 6 Monthly

Liftwell Lighting

- a) Check operation of liftwell lighting. Monthly
- b) Clean diffusers. Annually

Liftwell Switches

- a) Check operation of re-levelling switch. 3 Monthly
- b) Check by hand operation of limit switches and test limit. 3 Monthly

c) Check secureness and clean as necessary liftwell inductors and associated equipment.	Annually
<u>Hydraulic Rams</u>	
a) Check cylinder head seal for leakage.	3 Monthly
b) Check ram head assembly.	3 Monthly
c) Check pulley or sprocket lubrication.	6 Monthly
d) Check fixing of liftwell pipework.	Annually
e) Check operation of rupture valve.	Annually
<u>Belts, Ropes, Chains and Anchorages</u>	
a) Check condition of wire ropes, belts and chains.	3 Monthly
b) Check secureness and integrity of rope or chain anchorages.	6 Monthly
c) Check that tension is equal for each lift rope.	Annually
<u>Clearances</u>	
a) Check clearance at top of liftwell.	6 Monthly
b) Check door coupler and sill clearances.	6 Monthly
<u>Governor Return Pulley</u>	
a) Check bearing/pivot lubrication.	6 Monthly
b) Check by hand operation of electrical switches.	6 Monthly
c) Check cleanliness and integrity of fixings.	Annually
<u>Trailing Cables</u>	
a) Check trailing cable anchorages in liftwell and to lift car.	6 Monthly
b) Check cable hanging loop and clearance to pit base.	6 Monthly
c) Check condition of cable sheath.	6 Monthly
<u>Governor/Safety Pulley</u>	
a) Manually check governor tripping.	3 Monthly

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- b) Check the grooves for wear. 3 Monthly
- c) Check operation of electrical switch to governor. Annually

Retiring Ramp

- a) Check lubrication to pivots, etc. 6 Monthly
- b) Check solenoid for free movement. 6 Monthly
- c) Check cleanliness and security of fixing of ramp. Annually

3.3.4 Area 4 – Door Equipment and Lift Landings

Door Operator and Car Doors

- a) Check operation of electrical interlock. 3 Monthly
- b) Check condition and tension of door chain or air cords.
Check also anchorages. 3 Monthly
- c) Check wear on door panel bottom guide shoes. 3 Monthly
- d) Clean cill groove. Monthly
- e) Check top track rollers and up thrust rollers. 3 Monthly
- f) Check lubrication to door chains, pivots and bearings. 3 Monthly
- g) Check door operator chain or belt drive tension. 3 Monthly
- h) Check lubrication and operation of door coupler. 6 Monthly
- i) Check operation and contacts of door protective device. Monthly
- j) Check flexible cables to door reversal device. Annually

Pushes and Indicators

- a) Check operation of landing controls and indicators. Monthly
- b) Check operation of fireman's/firefighting/evacuation controls. Annually

4 TECHNICAL REQUIREMENTS

4.1 QUALITY CONTROL

The Contractor shall have in place a systematic approach to quality control.

This should include a monitoring arrangement in terms of the site activities, i.e.

- a) Planned and preventative maintenance activities.
- b) Responsive maintenance activities
- c) Repairs and component replacements

The Contractor shall complete as a minimum a 5% sample of quality control inspections relating to these areas of activities on a per annum basis.

Copies of the reports and findings shall be made available to the Contract Administrator during each annual term of the contract.

The Contractor shall additionally ensure that corrective actions are implemented, as necessary.

4.2 WORKMANSHIP AND MATERIALS

Workmanship and materials shall be in accordance with appropriate British Standards and Codes of Practice, together with industry standards. This shall include guidance provided through the Lift and Escalator Industry Association manuals and guides, together with SAFed document "Guidelines on the supplementary tests of in-service lifts".

The Contractor is to provide all tools, plant and specialist test equipment to undertake the maintenance activities identified within this document.

4.3 SITE LOGS

The Contractor shall be responsible for maintaining on site, suitably bound site logs which will contain the following information and data:

- a) The planned and preventative maintenance schedule referred to in Section 3.
- b) Suitable schedule to identify completion of planned and preventative maintenance visits and activities undertaken.
- c) Suitable schedule to record completed repairs, adjustments and other such work.
- d) Section for SAFed periodic inspection reports.
- e) Section for inclusion of LOLER (Lifting Operations and Lifting Equipment Regulations 1998) reports.
- f) Lubrication schedule and COSHH (The Control of Substances Harmful to Health Regulations) statement.

- g) Passenger lift performance criteria – See Section 4.5.
- h) Site/lift specific risk assessment (see 5.3).

The site logs shall be in place within 3 months of the contract commencement date and the logs, together with all data shall remain the property of the Employer.

All site logs shall be maintained in a suitable, safe location within the lift machine room or machine location.

4.4 STATUTORY REQUIREMENTS

Reference should also be made to Section 5 – Health and Safety.

The Contractor should note that works relating to the contract should be completed in accordance with the Health and Safety at Work Act etc 1974, together with relevant Regulations, Standards and Codes of Practice relating to the activities concerned.

In particular, the contractors' references drawn to:

- Management of Health and Safety at Work Regulations 1999.
- Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).
- Lifting Operations and Lifting Equipment Regulations 1998.
- Provision and Use of Work Equipment Regulations 1998.
- Workplace (Health, Safety and Welfare) Regulations 1992.
- Manual Handling Operations Regulations 1992.
- The Control of Substances Harmful to Health Regulations.
- Electricity at Work Regulations 2002

With regards to the safe working on lifts, the use of British Standard 7255: 2012 - Code of Practice for Safe Working on Lifts should be referred to.

4.5 PERFORMANCE CHECKING DATA

The Contractor shall complete performance testing data relating to Passenger Lifts covered by the contract within 3 months of the contract commencement date. This shall also apply to lifts subsequently added to the contract.

- a) Door open time (seconds).
- b) Door close time (seconds).
- c) Door dwell time (seconds).
- d) Flight time for single floor up (seconds).

- e) Flight time for single floor down (seconds).
- f) Door closing force (Newtons and Joules)
- g) Rated lift speed (meters per second).

This information shall be contained within the site logs referred to in Section 4.3.

4.6 ACCESS TO SPARE PARTS

Within 3 months of the contract commencement, the Contractor shall identify any critical parts or components which cannot be obtained at short notice (within 2 working days). Such items shall be scheduled within a report and provided to the Contract Administrator.

The report shall also identify any specialist test equipment required from other lift manufacturers or equipment suppliers to undertake the maintenance activities detailed within Section 2.

4.7 SCOPE OF WORKS

The Contractor shall include within the maintenance contract for all lift equipment within the liftwell, lift machine room and lift pulley rooms.

This shall include electrical installations from and including main isolating switches within the lift machine room/machine location including main fuses where applicable.

The Contractor shall also be responsible for lighting within the liftwell, lift machine room, lift pulley rooms and lift car enclosure, together with any intercoms, Windcrest alarms or lift communication systems, excluding warden call systems. This shall be up to the telecoms point located in the lift machine room or machine location.

This shall include reprogramming of numbers, as instructed by the Contract Administrator during planned and preventative maintenance visits.

The maintenance of decorative finishes within lift car enclosures, door panels and architraves are not covered by the contract arrangements.

4.8 WIRING DIAGRAMS

Where suitable wiring diagrams are not available (or in poor condition), the Contractor shall include for the purchase of such diagrams of the original lift manufacturer or lift control panel manufacturer.

Such diagrams shall be provided and suitably mounted and encapsulated within the lift machine room.

For any passenger lifts where wiring diagrams cannot be obtained, the Contract Administrator should be advised.

4.9 NOTIFICATION OF LIFT FAILURE OR MALFUNCTION

The Employer, Contract Administrator or designated persons shall notify the Contractor in the event of lift failure or malfunction.

All such requests for responsive maintenance shall be attended to in accordance with the requirements identified within Section 6.1.

4.10 WORKS BY OTHERS

The Contract Administrator reserves the right to utilise other Contractors for the completion of repair works to lifts covered by the contract and also for associated lift works (builder's work, electrical works associated with lifts and heating/ventilation of lift machine rooms).

In such instances, the Contract Administrator will notify the Contractor of such work together with timescales and implications relating to the requirements of the Contract.

4.11 INSPECTION OF NEW LIFTS

When new or modernised lifts are to be added to the Contract, the Contractor shall include for inspecting of the lift(s) 6 weeks prior to the date the lift(s) are to be added to the Contract and shall submit to the Contract Administrator a detailed report on installation standards and compliance with Standards. Instructions on such lifts shall be issued by the Contract Administrator.

5 HEALTH AND SAFETY

5.1 EMPLOYER – GENERIC RISK ASSESSMENT

The Employer has obligations under the Health and Safety at Work Act etc 1974 and this relates to its employees, members of the public, visitors to properties covered by this contract and also contractors working on properties covered by this contract.

When undertaking work in relation to the contract, the Contractor shall bring to the attention of the Contract Administrator any areas where it is suspected that these obligations are not being met.

The Contractor shall have in place a Health and Safety policy that covers the nature of the works relating to the lift maintenance contract described. The Contractor shall be required to submit both site/lift specific and generic risk assessments in accordance with the Management of Health and Safety at Work Regulations 1999.

With regards to these Regulations, the Contractors risk assessments shall take into account the type and nature of risks which are involved.

It should be noted that the Employer hereby brings to the attention of the Contractor, potential hazards which may be encountered:

1. Work to be carried out in and around properties where the presence of the following could give rise to hazards:
 - Children
 - Disabled persons
 - Older persons
 - Pets or animals
 - Visitors to the properties who may be unaware that work is being carried out.
 - Persons from ethnic minority groups who may have little or no command of the English language.
 - Persons with learning difficulties.
2. Other contractors may be working at the same property at the same time as the Contractor.
3. The Contractor may encounter materials contained in some instances that could be harmful to health, i.e. asbestos, alumino silicone fibre, etc (refer also to Section 5.2).
4. Empty or partially empty properties may have hazards resulting from vandalism or the public utilities being partially disconnected and therefore no artificial lighting being available.

The Contractors risk assessments shall take into account the hazards identified above and the Contractor shall ensure that all its employees operate a safe system of work.

5.2 ASBESTOS REGISTERS

The Employer shall provide access to all available asbestos registers for properties covered by the contract.

5.3 INDIVIDUAL LIFT RISK ASSESSMENTS

The Contractor shall include as part of the initial visit, completed under the terms of the contract for the completion of a site specific risk assessment for all lifts.

The basis of this risk assessment shall be the British Standard, Code of Practice 7255: 2012 - Safe Working on Lifts.

Copies of completed risk assessments shall be forwarded to the Contract Administrator and additionally, a copy shall be contained within the site log referred to in Section 4.3.

The Contractor should note that the safe working facilities incorporated within the liftwell and lift machine room may have limitations in relation to those identified within BS: 7255. The Contractors safe working procedures should take into account any limitations in terms of existing facilities.

5.4 LIFT LANDING – PROTECTIVE BARRIERS

The Contractor shall include for the provision, as necessary of landing protected barriers to undertake the maintenance activities detailed within Section 2.

The protective barriers shall meet with the requirements of Health and Safety Executive Guidance Note PM26.

5.5 LOLER REPORTS

The Contractor should note that the Employer will utilise the services of a third party organisation for the completion of inspections and reports to meet with the Lifting Operations and Lifting Equipment Regulations 1998. This will involve the provision of 6 monthly “Thorough Examinations” by a competent person. Upon receipt of the report in a prescribed manner, the Employer will forward to the Contractor a copy of the report and the following actions shall be included for by the Contractor:-

- The Contractor shall complete any items of work identified which are covered by the contract.
- The Contractor shall confirm to the Contract Administrator when any works covered by the contract have been completed.
- Where works are identified on the report which are not covered by the contract, the Contractor shall provide the Contract Administrator with details of the required works.
- The Contractor shall maintain suitable reporting (see also Section 5.6 of Document 1) to identify the status in terms of LOLER reports.

See Appendix 7 for responsibilities and timescales.

5.6 LIFT – OUT OF SERVICE – NOTICES

The Contractor shall ensure that all operatives have available and put in place “lift out of service” notices when undertaking works on lifts. This shall include periods when lifts are out of service for more than a minimal period and in such instances, notices shall be provided on all lift landings.

**APPENDIX A1 - ITT
TERM MAINTENANCE CONTRACT – PASSENGER LIFTS**



Notices shall be as Annex D of BS: 7255: 2012.

The use of lift out of service notices shall include for planned and preventative maintenance activities, responsive maintenance, together with both responsive and planned repair activities.

6 PERFORMANCE MANAGEMENT AND REPORTING

6.1 RESPONSE TIMES

The Contractor shall include for a prompt and efficient responsive maintenance service and the following response times shall apply to reports relating to both lift breakdown and malfunction.

Monday – Friday (8.00am to 18.00)

Response time is **2 hours** maximum

In the event of an entrapment, an improved maximum response time of 60 minutes is required.

Evenings, Saturdays, Sundays and statutory holidays

Response time is **4 hours** maximum

In the event of an entrapment, an improved maximum responsive time of **60** minutes is required.

It should also be noted, that many of the passenger lifts are fitted with communication systems and activation of such a device shall be treated as an entrapment.

6.2 LIFT OUT OF SERVICE REPORTING

The Contractor shall inform the Contract Administrator of any instance where a lift is out of service for more than 4 hours for the purpose of:

- Completion of responsive or planned repairs.
- Lift left out of service due to requirement for a repair and non-availability of spare parts.

The Contractor shall provide daily progress reports (Not required over a weekend or Bank Holiday) until the lift is returned to service. These reports shall be e-mailed to the Contract Administrator (and designated member of Customer Services / Property Services Team) at the end of each working day.

Where programmed repairs are to take place, and the lift will be out of service for the period greater than detailed above, the Contract Administrator (and designated member of Customer Services / Property Services Team) shall be given a minimum of 5 working days' notice so that residents can be informed.

6.3 REPORTING – RESPONSIVE MAINTENANCE

The Contractor should note that the evidencing of service delivery is a key aspect of the Contract and on a periodic basis electronic reporting shall be provided relating to the responsive repair service.

The principle requirements relating to reporting and measurement of the service are that electronic methods of data management and communication will be utilised and the reporting requirement will be continually developed and improved over the contract term.

The basic requirements in terms of reporting for responsive maintenance are however detailed below:

a) Trend reporting

Included within Appendix 1A is an example of the reporting format for identifying trends relating to lift breakdowns. This data will be utilised to review “year on year” overall call out rates per lift per annum, together with performance management relating to individual lifts.

b) First Time Fix

Included within Appendix 1B is an example of the report format and data collection relating to repairs being completed at the time when the call was initially attended. This is a measurement of the repair abilities of the operatives concerned, together with available “parts”.

Refer also to item (d) below – exception reporting.

c) Attendance within response time

Refer to Appendix 1B which shows the proposed format for identifying responsive calls being attended to within the target time.

Refer also to item (d) below - exception reporting.

d) Exception Reporting

Reference should be made to Appendix 1C which shows the proposed format for exception reporting which will relate to:

1. Details of responsive calls which have not resulted in a first time fix.
2. Details of responsive calls which have not been attended to within the target response time.

e) Availability of Lifts in Service

Details of percentage availability of the lifts both individually and overall the portfolio.

The development of Key Performance Indicators (KPI's) will relate to the items above.

6.4 REPORTING – PLANNED AND PREVENTATIVE MAINTENANCE

Included within Appendix 2 is the proposed reporting format relating to planned and preventative maintenance activities. This reporting format will provide details of the dates when monthly service activities are completed.

This data will be utilised to develop Key Performance Indicators (KPI's) for planned and preventative maintenance in respect of:

- Planned and preventative maintenance service visits completed.
- Planned and preventative maintenance activities completed within target timescales.

6.5 REPORTING – SAFed SUPPLEMENTARY TESTING

The Contractor will be required to maintain up to date details of SAFed testing and inspection completed. This will include both the activities completed under the fixed price contract on an annual basis, together with other test activities completed on a planned basis or when required by the “competent person”.

See Appendix 3 for sample reporting.

6.6 REPORTING – LOLER REPORT STATUS

The Contractor will be required to maintain records relating to the receipt of LOLER reports from the Contract Administrator. The reporting format will be as detailed in Appendix 4. This shall include identifying completion of remedial works under the terms of the contract and also the status concerning the costing and instruction of any works which are not covered by the fixed contract arrangements.

6.7 REVIEW MEETINGS

The review and management of contract arrangements will include for regular review meetings at the periods defined by the Contract Administrator.

The Contractor shall include for a principle point of contact (Contract Manager), who will act as their representative at such meetings.

The meetings shall be completed utilising a standard agenda to identify service delivery.

The Contractor shall include for the provision in electronic format of the reporting detailed in Sections 6.3, 6.4, 6.5 and 6.6 of ITT Document (Part 1 of 2) being made available prior to the review meetings concerned.

6.8 PERFORMANCE MONITORING

Continual assessment of the contractors performance shall be carried out based on the agreed KPIs.

Criteria – Year 1	Minimum Requirements
Attend responsive call and complete repair in target	90%
Attend and complete repairs – first time fix	75%
Completion of Servicing/PPM	100%

7 CUSTOMER SERVICE

7.1 APPOINTMENTS

Where there are site based representatives, the Contractor shall make contact regarding all visits relating to planned and preventative maintenance.

Appointments may be made by phone but should be confirmed as necessary in writing or by e-mail.

A minimum of 5 working days should be provided relating to planned and preventative maintenance visits and the same should apply regarding any periods where the lift is to be taken out of service to complete repair activities.

For properties which have no site based representatives, refer to Section 7.2.

7.2 ACCESS ARRANGEMENTS

The Contractor shall identify an annual programme of service visits with all such visits being identified on a “week commencing” basis.

Where such visits are to properties with site based representatives, then the procedure identified in Section 7.1 above shall be included.

Following the preparation and issue of an annual plan relating to planned and preventative maintenance visits, the Contractor shall notify the Contract Administrator of any instances where visits are not being completed within the scheduled period.

7.3 IDENTIFICATION

The Contractor’s operatives shall have suitable photographic identification cards and these shall be worn or be available for inspection whenever the Contractors operative is working at any of the properties covered by the Contract.

The Contractor’s operatives shall also wear appropriate attire with the organisation’s “logo” and all vehicles shall be suitably sign written.

7.4 OPERATIVES AND CONTRACT MANAGEMENT

The Contractor shall provide suitably qualified and trained lift service engineers and technicians to carry out the planned and preventative maintenance, responsive maintenance and repairs required by this contract. All operatives shall be qualified to the minimum NVQ3 standard.

The Contractor shall also appoint a designated Contract Manager who will act as a central point of contact for all matters. The Contract Manager shall also attend the regular Review Meetings and shall have a level of seniority which will allow him or her to make decisions on behalf of their Contractor.

7.5 WORKING HOURS

The working hours of the contract arrangements shall be 8.00am to 18.00, Monday to Friday – excluding statutory holidays.

Should the Contractor wish to undertake works outside of these hours, then this shall be subject to agreement with the Contract Administrator.

7.6 SIGNING IN AT PROPERTIES

Where there are site based representatives, the Contractors operatives shall both sign in and sign out, as required at properties which operate a site log arrangement.

APPENDIX 1 – REPORTING

APPENDIX 1A – RESPONSIVE MAINTENANCE, TREND REPORTING

APPENDIX 1B – FIRST TIME FIX AND ATTENDANCE WITHIN TARGET

APPENDIX 1C - EXCEPTION REPORTING

APPENDIX 1C - EXCEPTION REPORTING

Property	Lift Reference	Date of Call	Time of call	Date attended	Time attended	First Time Fix	Attended in Target	Completion Date	Comments
Exception Report - Not Attended in Target									
PROPERTY C		30/06/2018	20.15	30/06/2018	23.15	Yes	No	30/06/2018	Overrun from previous call-out
Exception Report - Not First Time Fix									
PROPERTY A	RHS	20/06/2018	10.25	20/06/2018	11.05	No	Yes	21/06/2018	Landing Door top trk damaged
REPORT FOR: JUNE 2018									

APPENDIX 2 - LIFT PPM RECORDS

**APPENDIX A1 - INVITATION TO TENDER DOCUMENT
TERM MAINTENANCE CONTRACT – PASSENGER LIFTS**

APPENDIX 3 - SUPPLEMENTARY TEST CERTIFICATION

APPENDIX 5 – JCT MTC 2016 PARTICULARS

MTC 2016: MEASURED TERM CONTRACT 2016

CONTRACT PARTICULARS AND AMENDMENTS

REFERENCE

**RECITAL 1ST
(Page 2)** Contract areas as detailed in Section 1 and Appendix 6 of the Invitation to Tender Document.

**ARTICLE 3
(Page 3)** Gateway Housing Association’s appointed representative.

**ARTICLE 4
(Page 3)** Principal Designer: Not Applicable.

ARTICLE 5 (Page 4) Principal Contractor: Not Applicable.

**CONTRACT
PARTICULARS**

1.1 (Page 5) See Appendix 6 for properties that are likely to be covered by the Contract as of the commencement date. The Contract Administrator may vary the property addresses for the contract from time to time.

1.2 (Page 5) Refer to Invitation to Tender Document.

2 (page 6) Collaborative working: Supplemental Provision 1 applies

Health and Safety: Supplemental Provision 2 applies.

Cost savings and value improvements: Supplemental Provision 3 applies

Sustainable development and environmental considerations: Supplemental Provision 4 applies.

Performance indicators and monitoring: Supplemental Provision 5 applies.

Notifications and negotiation of disputes: Supplemental Provision 6 applies.

Paragraph 6

Employer’s nominee: Mr A Mortimer – Head of Asset Management

Contractor’s nominee: to be confirmed.

3 (Page 6) Contract period: 5 years (3 years with Employer option to extend by 2 years (1 + 1)

Commencing on: 02 January 2019

4 (Page 6) Does not apply.

5 (Page 7) BIM Protocol: Not applicable.

6 (Page 7)	Minimum works value: £25.00 (Twenty-five Pounds) per instruction (this relates to chargeable repairs only and not instructions relating to annual comprehensive maintenance costs instruction which may be issued for all lifts). Maximum works value: £5,000.00 (Five Thousand pounds) per instruction for chargeable works.
7 (Page 7)	To be confirmed
8 (Page 8)	Orders – Priority Coding - Refer to Invitation to Tender Document
9 (Page 8)	Construction Industry Scheme - The Employer at the commencement of the Contract Period “is a Contractor” for the purposes of the Act and Regulations.
10 (Page 8)	Payments - Refer to Invitation to Tender Document
11 (Page 8)	Responsibility for measurement and valuation - the Contractor shall measure and value all orders.
12.1 (Page 8)	Schedule of Rates: Refer to Invitation to Tender Document
12.2 (Page 8)	Schedule of Rates: Refer to Invitation to Tender Document
12.3 (Page 9)	Schedule of Rates: Rates – Fluctuations - Refer to Invitation to Tender Document
12.4 (Page 9)	Schedule of Rates: Basis and Dates for Revision - Refer to Invitation to Tender Document
13.1 (Page 9)	Daywork: Percentage additions - Refer to Invitation to Tender Document
13.2 (Page 9)	Daywork: Revision of Schedule of Hourly Charges - Refer to Invitation to Tender Document
14 (Page 10)	Overtime Working: Refer to Invitation to Tender Document.
15.1 (Page 10)	Level of insurance Employer’s Liability, Public Liability - £10,000,000
15.2 (Page 10)	Insurance percentage to cover professional fees – 15% Annual renewal date of insurance – TBC
15.3 (Page 10)	Insurance of existing structures: Does not apply, covered by Employer’s Insurance
15.4 (Page 10)	Insurance of work or supply comprised in orders:- To be provided by the Contractor.
15.5 (Page 10)	Annual Renewal date of policy (see 15.4 above): To be confirmed.
15.6 (Page 10)	Terrorism Cover – Not required.
16 (Page 11)	Break Provisions:

**APPENDIX A1 - INVITATION TO TENDER DOCUMENT
TERM MAINTENANCE CONTRACT – PASSENGER LIFTS**



Clause 7.1: 13 weeks – Employer
: 26 weeks - Contractor

17 (Page 11)

Insert: The Royal Institute of Chartered Surveyors

APPENDIX 6 – SCHEDULE OF LIFTS/ASSET DETAILS

Passenger Lifts

No	Asset Reference	Occurrence ID	Address	Post Code	Type of Lift - Electric Traction, MRL or Hydraulic	Number of Floors Served	Manufacturer / Installer	Installed/ Modernised
1	344	126950	Betty May Gray House, London	E14 3HX	Electric Traction	6	Precision Lifts	2008
2	1574	126949	Emerald Court, 3 Beale Place, London	E3 5LL	MRL	4	Schindler	Est 2010
3	1571	126948	John Bond Court, 15 Beale Place, London	E3 5LL	MRL	4	Schindler	Not known
4	627	125481	Ted Roberts House, Parmiter Street, Globe Town, London	E2 9NH	Hydraulic	3	Kone	1992
5	1129	125252	Regency Court, 10 Norman Grove, London	E3 5EG	Electric Traction	2	Bennie	1974
6	1586	125251	1-21 St Huberts House	E14 8PB	Electric Traction	4	Jackson Lifts	2001
7	1587	125250	22-37 St Huberts House, Janet Street, London	E14 8PB	Electric Traction	4	Jackson Lifts	2001
8	1588	125182	38-57 St Huberts House, Janet Street, London	E14 8PB	Electric Traction	4	Jackson Lifts	2001
9	1577	125249	Ducere House, Viaduct Street, London	E2 0BZ	MRL	6	Schindler	2013
10	1581	125195	Bookbinders Court, Bethnal Green, London	E1 5QU	Hydraulic	6	Stannah	2010
11	1236	125191	2 Burgess Street, London	E14 7BT	MRL	5	Otis	2005
12	1258	125190	Bustaan Raada, 55 Pollards Row	E2 6NA	MRL	3	Schindler	2005
13	1229	125187	John Tucker House	E14 8NS	Electric Traction	3	Precision Lifts	Not known
14	1227	125186	Hugh Platt House, Patriot Square	E2 9RS	Electric Traction	3	Precision Lifts	2008

**APPENDIX A1 - INVITATION TO TENDER DOCUMENT
TERM MAINTENANCE CONTRACT – PASSENGER LIFTS**

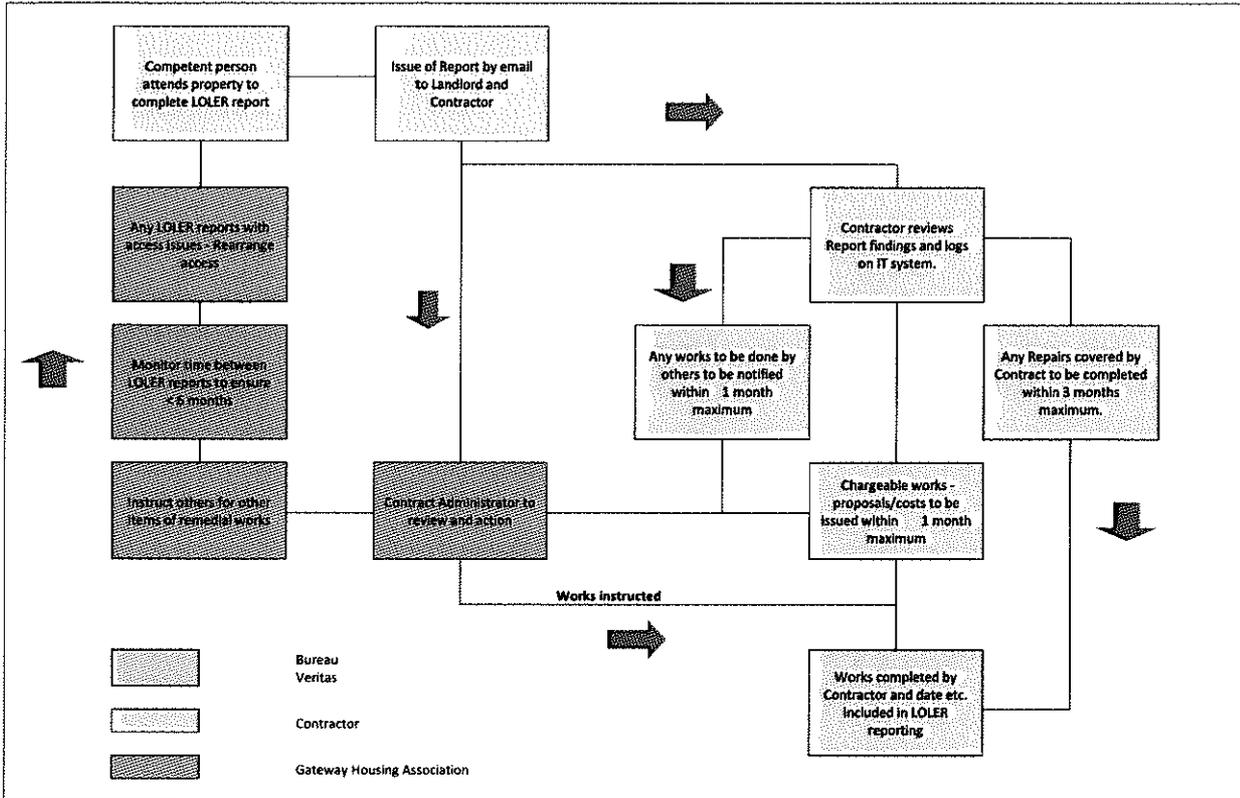
No	Asset Reference	Occurrence ID	Address	Post Code	Type of Lift - Electric Traction, MRL or Hydraulic	Number of Floors Served	Manufacturer / Installer	Installed/ Modernised
15	1233	125185	Vic Johnson House, 74 Armagh Road, London	E3 2HT	Electric Traction	3	Precision Lifts	2008
16	1230	125184	55-85 Lawrence Close, London	E3 2BQ	Electric Traction	3	Precision Lifts	Not known
17	431	125181	Holmsdale House, Poplar High Street, London	E14 OAS	MRL	5	Otis	2009
18	398	125180	Constant House, Harrow Lane, London	E14 OAT	MRL	6	Otis	2009
19	399	125179	Crosby House, Manchester Road, London	E14 3NN	Hydraulic	3	Hammond & Champness	2006
20	411	125178	Edith Ramsay House, Duckett Street, London	E1 4TD	MRL	3	Amalgamated Lifts	2015
21	1278	125177	Powesland Court	E1 OONE	Hydraulic	5	City Lifts	2002
22	520	125176	Peter Best House, 18 Nelson Street, Stepney, London	E1 2AF	Hydraulic	4	Lift Works	2014
23	1232	125175	Rochester Court, Wilmot Street	E2 0BP	Hydraulic	3	Precision Lifts	2008
24	1231	125174	Mandela House, Virginia Road, London	E2 7NE	Hydraulic	2	Precision Lifts	2008
25	583	125173	Ruth Court, Medway Road, Bow, London	E3 5DS	Hydraulic	3	Wadsworth/Becker	1986
26			Peet Court, 209 Bow Road, London	E3 2SJ	MRL	5	Schindler	Not Known
27			Edmund Court, 207 Bow Road, London	E3 2SJ	MRL	5	Schindler	Not Known
28			Triangle Apartments, 315 Manchester Road - Lift 1	E14 3HN	MRL	7	Express Evans	2014
29			Triangle Apartments, 315 Manchester Road - Lift 2	E14 3HN	MRL	7	Express Evans	2014
30			William Cubbit Lodge, Pier Street – Lift 1	E14 3HR	MRL	7	Express Evans	2014
31			William Cubbit Lodge, Pier Street – Lift 2	E14 3HR	MRL	7	Express Evans	2014

**APPENDIX A1 - INVITATION TO TENDER DOCUMENT
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No	Asset Reference	Occurrence ID	Address	Post Code	Type of Lift - Electric Traction, MRL or Hydraulic	Number of Floors Served	Manufacturer / Installer	Installed/ Modernised
32			William Guy Gardens, Northmeade House	E3 3FU	MRL	6	Schindler	Not Known
33			William Guy Gardens, Brambeley House	E3 3FU	MRL	7	Schindler	Not Known

APPENDIX 7 – THOROUGH EXAMINATION REPORTS – FLOW CHART



Asset Management Servicing Contracts Data Provision

As a mandatory requirement, the prospective (contractor/service provider) must be able to provide an electronic servicing file, to allow automatic update of service dates within the Gateway Housing Management System. This file must adhere to a consistent format with individual rows containing servicing data covering one or more items of an agreed servicing regime, and individual columns with contents separated by commas (i.e. CSV format). This file is to be deposited into a specified Gateway area (ftp site), on a daily basis.

Contents of the CSV file to include, but not necessarily limited to:

A unique reference no. for each servicing item

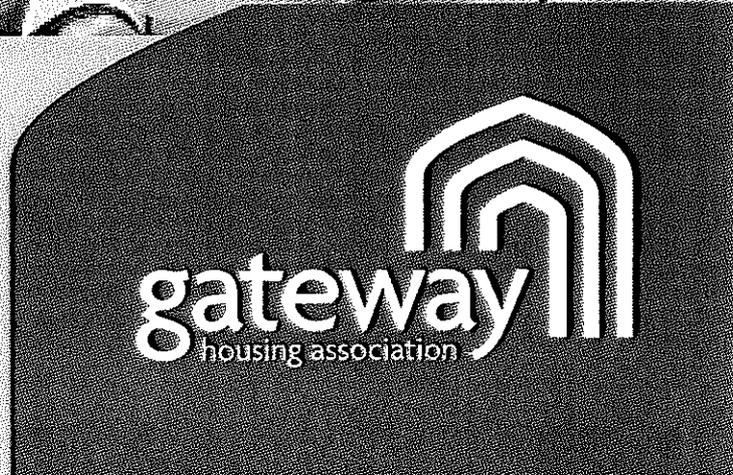
A unique reference no. for each property

Address Details

Last Service Date

Job Reference No.

Customer Care Standard



When you contact us, you can expect the following service.

If you phone us, we will:

- answer the phone within 10 rings;
- tell you who you are speaking to;
- be polite (and we also expect you to be polite to us);
- be available on the phones between 9am and 5pm, Monday to Friday;
- deal with your enquiry there and then, if we can;
- put you through to someone who can help, if the first person you speak to is not able to deal with your enquiry (if there is no-one available to help you, we will arrange for someone to call you back within one working day);
- check our voicemails each day, and phone you back within one working day if you have left a message; and
- arrange for a translator, if you ask us to.

If you write to us or send us an email, we will:

- let you know, within two working days, that we have received it;
- send you a full response within 10 working days (if we need to look into the matter further, we will send you a letter within eight working days explaining why and when you will receive a full response);
- write in plain English;
- arrange for a translation if you need one; and
- have the name and contact number of the person who is dealing with your enquiry printed clearly on the reply.

“Diverse communities – one vision”

When you visit the office, we will:

- provide suitable access for everyone;
- be open between 9am and 5pm, Monday to Friday (except public holidays);
- make sure our reception area is clean and tidy;
- be polite and helpful and treat you with respect (and we also expect you to be polite to us);
- make sure all our staff wear identification badges;
- arrange for a translator, if you ask us to;
- have a private room available for you to talk to us in;
- greet you when you arrive, or within five minutes if our customer service team is busy; and
- arrange for a member of staff to see you within 10 minutes if you do not have an appointment. If they can't answer your query, we will make an appointment for you to come back.

When we visit you in your home, we will:

- visit you at home within 10 working days if you have asked us to;
- always wear identification;
- call at a reasonable time of day (9am to 5pm, Monday to Friday), unless we have arranged a specific appointment with you;
- give you warning beforehand if we are not able to keep an appointment with you, and rearrange a convenient time as soon as possible;
- give you the opportunity to see a member of staff who is the same sex as you, if you ask;
- always confirm any agreements or arrangements we have made with you;
- be polite and respectful at all times; and
- be sensitive to the different lifestyles of all our residents.

It is important that you let us know if your contact details change.

You can ask for this leaflet in large print, on audio tape or in another language. Please contact us on 020 8709 4300.

আপনি এই লিফলেটটি বড় ছাপায়, অডিও টেপে বা অন্য যে কোন ভাষায় পেতে পারেন। দয়া করে আমাদের সাথে যোগাযোগ করুন ০২০ ৮৭০৯ ৪৩০০ নম্বরে। [Bengali]

Waxaad dalban kartaa warqaddan oo ku daabacan farta waawayn, iyadoo ku duuban cod ama ku tarjuman luqadaha beesha. fadlan nagala soo xidhiidh telefoonka ah 020 8709 4300. [Somali]

Możesz poprosić o tę ulotkę drukowaną dużą czcionką, w postaci zapisu audio lub w innym z języków społeczności. Skontaktuj się z nami pod numerem telefonu 020 8709 4300. [Polish]

Quý vị có thể xin tờ rơi (tờ thông tin) này bằng khổ chữ lớn, băng ghi âm hoặc tiếng nói khác trong cộng đồng. Xin vui lòng liên lạc với chúng tôi, điện thoại số 020 8709 4300. [Vietnamese]

你可要求這份單張的大字印刷本、錄音或其他社區語言的版本，請致電 020 8709 4300 與我們聯絡。 [Chinese]

آپ یہ کتابچہ بڑے حروف، آڈیو یا کسی دوسری کمیونٹی زبان میں طلب کر سکتے ہیں۔ براہ مہربانی ہم سے فون نمبر 020 8709 4300 پر رابطہ کریں۔ [Urdu]



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INVESTOR IN PEOPLE



North River Alliance

Gateway Housing Association

409-413 Mile End Road, London, E3 4PB

Residents: 020 8709 4300

General enquiries: 020 8909 4409

Fax: 020 8709 4400

Email: enquiries@gatewayhousing.org.uk

www.gatewayhousing.org.uk

This leaflet gives you information on the services we will provide to you.
The leaflet does not affect your rights as set out in your tenancy agreement.
Thank you to all the residents who helped to produce this leaflet.



Corporate member of
Plain English Campaign

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COMMITTED TO CLARITY AND ACCURACY

Version 2: Revised April 2009



Compensation Policy and Procedure

APPENDIX G

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Policy

1. Introduction

- 1.1 The purpose of the Compensation Policy and Procedure is to ensure that legitimate claims by tenants are dealt with speedily and equitably without dispute or litigation.
- 1.2 Claims may be made by a tenant, leaseholder or other person claiming against us who have suffered actual loss through the actions of Gateway or our contractors. We aim to resolve the situation quickly and seek redress from the contractor where relevant.
- 1.3 Compensation will be paid if a tenant, leaseholder or other person substantiates that they have suffered actual loss, serious inconvenience or disturbance as a result of our inactions/actions or our contractor's actions.

2. Compensation as a result of Service Failure

2.1 Aim of Compensation

The aim of compensation is to return the tenant, leaseholder or person to the position where they would have been if the "wrong" had not occurred or if the "contract" that had been agreed, had been performed.

2.2 Actual Loss

Compensation will equate to the actual loss suffered, the value of which will need to be verified to our reasonable satisfaction.
When goods are damaged, then it is the value of the goods, at the time of their loss or damage, rather than their replacement value, which will be applied.

2.3 Gateway may pay compensation in the following circumstances:

- Major loss of or disruption to services for which the tenant pays a service charge, e.g. heating and hot water, lift, cleaning and caretaking.
- Prolonged loss of the use of part of the accommodation subject to the tenancy, e.g. a top floor room affected by a roof leaking.
- Damage to a resident's possessions or internal decorations resulting from a service delivery failure.
- The cost of electricity used by our contractors alone.

2.4 Admission of Liability

We will not admit liability at the point of claim. We may admit liability

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after an investigation has taken place, except where the principle has been agreed in advance e.g. in the case of Home Loss.

2.5 Final Payments

Final payments of compensation will be “in full and final settlement” and possibly also “ex-gratia” (without admitting legal liability).

Generally, offers will not be made, as this implies a negotiation; payments will be determined and made.

If a claimant does not accept the payment, then this is their choice.

- 2.5.1 No payments will be made to residents who owe Gateway money. If a resident owes Gateway money, compensation payments will be:
- credited to the rent account;
 - used to clear the debt e.g. court costs or service charge debts.
 - any remaining balance will be paid to the resident by cheque.

Procedure

1. Scope

The procedure applies to tenants, leaseholders and shared owners to which the general term “Resident” applies. There may be other people such as neighbours who are not our residents who may be affected by our actions and who may be eligible for compensation. The procedure does not cover Home Loss and Disturbance payments.

2. Claims

- 2.1 The Receptionist will log Compensation Claim Forms or letters claiming compensation onto the Correspondence file, acknowledge in writing and forward to the relevant Head of Service on the day of delivery.
- 2.2 The relevant Head of Service will oversee the management of a compensation claim including collating any relevant background documentation.
- 2.3 All claims must be in writing; staff may advise claimants, but may not assist by writing a claim or filling in a Compensation Claim Form.
- 2.4 Claims should preferably be made by completing the Compensation Claim Form or by letter or email.
- 2.5 Staff will not admit liability at the point of claim.

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- 2.6 **THIS IS FOR INTERNAL CONSUMPTION ONLY AND WILL BE EXCLUDED FROM WEBSITE.** All replies will be written by the relevant Head of Service. If compensation is to be paid:

Amount (charged to appropriate department)	Signatory & Authorisation for Compensation
Up to £50	Housing Services/Customer Services Advisor
Up to £250	Housing Services/Customer Service Manager, Quality Assurance Officer
Up to £500	Heads of Service
Up to £1000	Head of Corporate Services
£1000-5000	Director
£5000+	EMT

- 2.7 Written responses to Compensation Claims will be made within 10 working days. If this is a holding response then a time scale for a closing response should be included.

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2.8 Notification and Receipt of Claim

When a claim is made or there is notification of a potential claim, the Housing Services Advisor or Surveyor must visit as soon as possible and at the latest within five working days, with a camera. Claimants must be advised not to throw relevant items away or acquire replacements until a staff member has visited and inspected, as this may jeopardise the claim.

The officer must:

- take a written record of the apparent cause of the claim;
- record in writing the damage;
- take an inventory of damaged items;
- take photographs of damage to the accommodation and damaged items;

2.9 Evidence

Photographic evidence provided by the claimant will be considered. Receipts should be provided and used to support the claim.

2.10 Theft

Alleged theft of possessions by Gateway appointed contractors must be reported to a relevant manager immediately.

2.11 Gateway Insurance

Staff should consider whether a claim could be covered by our liability insurance. If there is any doubt, the matter should be discussed with their manager and the Head of Finance.

All claims against our insurance must be registered by us within 30 days of the event claimed for, via the lead member of staff dealing with Insurance.

3. Calculating Set Compensation Payments

3.1 Introduction

Set compensation payments will be made where the level of service falls below published standards.

Compensation is offered in recognition of the loss and inconvenience caused to a resident and will be paid in the following circumstances. Consideration has been taken both from benchmarking with the social housing sector and from the Local Government Ombudsman's guidelines on compensation with specific referral to their guidance published in February 2005 *Remedies; Guidance on good practice 6* which is the most recent publication of its kind. The Housing Ombudsman Service had never published anything similar nor since merger with the Local Government Ombudsman in 2015.

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Item	Compensation Category	Circumstances	Amount
1	Full or Partial Loss of Use of Rooms Because of Disrepair	Rooms no longer fit for use due to disrepair resultant from Gateway/ contractor failure. Loss of communal areas access e.g. stairs, landings, play areas, communal gardens not counted. Resident behaviour may lead to uninhabitable rooms and unacceptable living conditions. In such situations compensation will not apply and tenant recharges may be applicable.	Reduction in rent calculated based on number of habitable rooms divided by weekly rent: <u>Uninhabitable Rooms</u> Total Rooms in Dwelling (excl. bathroom & kitchen) x Weekly Rent
2	Service Charges (SC) – Failure to Deliver	Service not provided >14 days & loss or inconvenience suffered.	Charge refunded to resident rent account within 20 working days of service resumption; rebate from day 1. Lessees get annual adjustment to SC a/c.
3	Lift & Entry Phone	Additional to SC delivery failure where lift or entry phone remains faulty & inoperable.	£10 per week / part week.
4	Heating & Hot Water	Where one / both lost alternative heating provided.	1 Oct – 31 Mar: £3 per day. 1 Apr – 30 Sept: £2 per day.
5	Loss of Kitchen or Bathroom	Where tenant remains in occupation but kitchen / bathroom	£10 per day each authorised occupant until

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		unavailable due to service / repair failure.	useable.
6	Failure to meet Repair Priority Level	Incomplete Emergency repairs >24 hours, Urgent repairs >5 working days. N/A to Routine repairs.	Flat rate of £10 and £2 each day with ceiling of £50.
7	Broken Appointment	Payable automatically by contractor / Gateway >1 hour late.	£10 per each missed appointment
8	Service Failure	Recognising the inconvenience of the consequential loss	£25 if reasonable and evidenced.

4. **Damage to Residents Possessions**

- 4.1 Residents are expected to have their own contents insurance and to claim against this in the first instance. If a person does not have cover and there is damage to their possessions an assessment of landlord or agent fault to be undertaken. If there is landlord responsibility the aim is to return the resident to the position they were in before the damage or loss took place. Items are valued at current market value, not as new.
- 4.2 There is a general duty in law for claimants to “mitigate their loss”, i.e. take action to ensure that any loss is minimised, e.g. by moving possessions away from a leak.
- 4.3 The tenant must make a claim in writing, preferably using the Compensation Claim form.
- 4.4 In the case of damage to carpets and decorations it is always necessary to consider if cleaning would suffice, in which case the compensation is for the cost of cleaning (unless we organise and pay for it).

5. **Refunds**

Any refund of rent will take the form of a payment by cheque and should not be combined with any additional compensation payment.

6. **Payment Method**

All payments will be made by cheque within **10 working days** of the award being made. No payments will be made to residents who owe Gateway money as per para 2.5.1 in Policy.
Compensation payments will be charged to Account Code D7055/E7055 (Tenant Compensation).

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7. Appeals

This procedure should be read in conjunction with the Complaints Policy and Procedure.

If a resident is dissatisfied with the compensation awarded and the relevant Line Manager is satisfied the amount awarded is appropriate, then the claimant can utilise the Complaints system to appeal the award.

8. Monitoring and Reporting

In order to assess the effectiveness of the policy, the:

- Heads of Service to maintain statistical data to establish the nature and outcomes of compensation claims.
- Reports will be submitted to EMT on a periodic basis by Directors/Heads of Service.

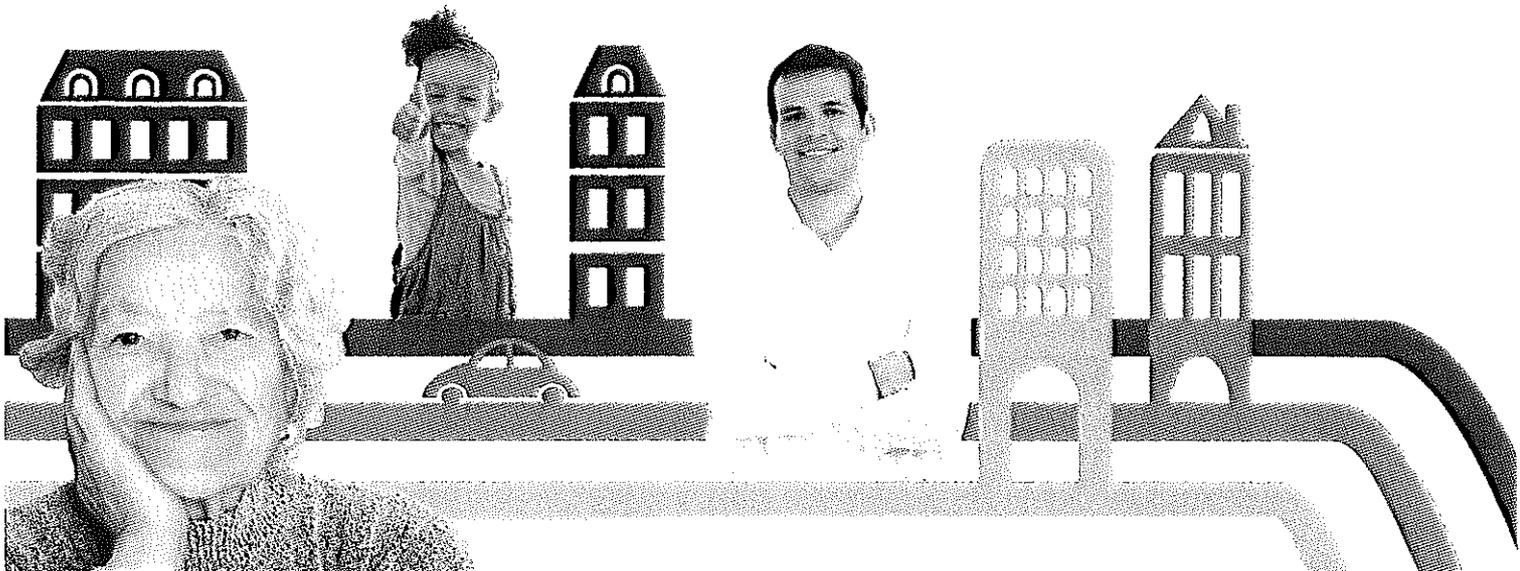
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Supporting local communities to thrive

RESPONSIVE REPAIRS POLICY and PROCEDURE

April 2016

Allan Ramsay, Homeworks Operations Manager



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1 Policy Scope

- 1.1 This policy covers the responsive repairs service provided by Gateway Housing Association to tenants and leaseholders. It applies to works to individual properties and communal areas. This policy supports the overarching Asset Management Strategy.
- 1.2 Providing an effective responsive repairs service is a fundamental responsibility of a landlord or freeholder. Residents consistently cite the repairs and maintenance service as one of their key priorities.
- 1.3 Two critical aspects of the service are value for money and customer focus. As such, this policy is intended to help ensure that available resources are used as effectively and efficiently as possible in maintaining homes to the highest possible standard, and that our customers' needs are central to the delivery of the service. It will also assist in ensuring that the responsive repairs service continues to improve by providing a basis for consistent decision making and resource allocation.
- 1.4 The policy sets out the service standards that residents can expect from Gateway Housing Association and also the responsibilities that residents have in relation to taking care of their home.
- 1.5 Relevant legislation informing this policy:
 - The Landlord and Tenant Act 1985 (Section 11)
 - The Commonhold and Leasehold Reform Act 2002 (Section 20)
 - The Defective Premises Act 1972
 - The Environmental Protection Act 1990
 - Gas Safety (Installation and Use) Regulations 1998
 - The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994

2 Objectives and Principles

- 2.1 The overall aim of the responsive repairs policy is to contribute to the efficient and effective management of responsive repairs to the association's housing stock. The specific objectives of the policy are:
 - to provide a fair, efficient, prompt and cost effective responsive repairs service which is clearly understood by all stakeholders including staff, residents, contractors and board members
 - to promote understanding of Gateway's legal responsibilities in relation to responsive repairs
 - to achieve high standards of customer care
 - to ensure that the repairs service is provided consistently to all residents

- to manage performance within the responsive repairs service and seek continuous improvement
- to provide a service which reflects the commitment to equality for all tenants and which takes into account the particular needs of vulnerable groups

The principles behind the policy are:

- that tenants and stakeholders are involved in, and consulted on the development of the service and its operational procedures
- that through supervision, monitoring, and feedback from the tenants and leaseholders (compliments and complaints) the service is continually improved
- that communication with tenants and leaseholders is available in a range of formats, is clear, appropriate and easily understood
- that the repairs service is supported by appropriate training for staff
- that tenants and leaseholders also play their part in ensuring they carry out repairs and decorations which they are responsible for, report any repairs to Gateway promptly when they are identified, and give access to staff/operatives, contractors and sub-contractors to ensure works are undertaken

2.2 Consultation

- Residents panel which includes tenants, leaseholders and shelter residents were consulted on this policy and their views taken on board
- Internal stakeholders were also consulted including residents services managers and their views taken on board
- Both senior leadership group and executive management team have reviewed and commented on this document.

3 The Extent of the Service

- 3.1 A key purpose of the responsive repairs policy is to set out in detail those works which are provided by Gateway as part of the repairs and maintenance service. Both the association and its tenants and leaseholders have responsibilities for maintenance of the housing stock. The obligations of all concerned are set out in the tenancy agreement (or, for leaseholders, the lease agreement). The association also provides supplementary guidance and explanation in handbooks etc.
- 3.2 There are a number of circumstances under which repairs may be restricted to only the most urgent or emergency repairs. These circumstances may include:
- where the repair is due to be completed as part of a program of planned maintenance
 - where the repair has arisen due to damage caused by the tenant or a visitor to/member of the tenants household, unless the customer wishes to pay for the association to carry out the repair work

- where there is a history of abuse, threats or violence toward Gateway staff/operatives, contractors, or sub-contractors

4 Reporting Repairs

4.1 Gateway provides a number of different ways to report a repair in order to make reporting repairs as easy as possible. The ways in which repairs can be requested are as follows:

- By telephone – Free phone 0800 052 9922 and press option 5 to speak with a Customer Service Advisor.
- Online - there is a quick and easy way to report non-urgent responsive repairs online at [www. http://gatewayhousing.org.uk](http://gatewayhousing.org.uk) and register with "My Gateway".
- In writing to Gateway Housing Association, 409-413 Mile End Road, London E3 4PB
- In person at the office (address as above) 09.00 to 17:00 Monday - Friday.

We also have an out of hours repairs services for emergencies only. This is accessed by calling 0800 052 9922 between 17:00 and 08:00 during the week, all throughout the weekend and bank holidays and the call will be directed to our out of hours team.

5 Categories of repair -target timescales

5.1 Gateway aims to carry out repairs as soon as possible and complete them within our target times as set out below:

5.2 Emergency repairs – Respond within four hours and complete within 24hours

(Care Homes – Respond with two hours and complete within 24 hours)

- Where premises are unsafe following vandalism, racial attack or domestic violence.
- Where the door entry system is faulty and residents or visitors cannot enter or leave the block (we will do a temporary repair so people can get in and out of the building)
- Blocked drains forcing water back up into the wash basin, bath, sink or toilet.
- No cold water supply.
- No heating or hot water between 30 September and 31 March.
- Toilet not flushing if it is the only toilet in the property.
- No electricity.
- Unsafe power supply, lighting sockets or electrical fittings.
- No lighting on shared staircases
- Storm, accident or flood damage to the building.
- Faulty lift (if it is the only lift that goes to every floor)
- Replacing broken glass where there is a security or injury risk
- Removing obscene and racist graffiti from shared areas.

5.3 Urgent Repairs – Respond and complete within seven days

(Care Homes – Respond and complete within three days)

- No electricity to part of your home.
- No water supply to part of your home.
- No heating or hot water between 1 April and 30 September
- Door entry system not working (full repair)
- Tap you cannot turn off
- Banister or handrail that is loose or has come away from it's fittings.
- Rotten timber flooring or stairs
- All non-emergency repairs
- Leaking roof, gutters or downpipes, if they are causing dampness in the property.
- Replacing windows (where they are our responsibility)
- Outside doors and windows that are not safe (where this is not an emergency)
- Loose or broken floorboards (where they are dangerous)
- Falling plaster (where it is likely to be dangerous)

5.4 Routine repairs – Respond and complete within thirty days

- Renewing or replacing storage tanks
- Renewing any immersion heater or sanitaryware (toilet bowls, cisterns and so on) which does not work or is unhygienic and not covered by other priorities
- Repairing or renewing waste-water pipes, faulty ball valves or faulty taps.
- Repairs to faulty central heating appliances not covered by other priorities.
- Replacing outside windows and doors.
- Repairing blocked gutters and rainwater pipes.
- Minor repairs to steps and staircases.
- Removing graffiti which is not offensive.
- All repairs other than those listed above which affect the tenants personal comfort or safety, and which are not the tenants responsibility.

5.5 For vulnerable tenants, for example, people who are frail or disabled or live in sheltered accommodation, we may escalate the response times and treat routine repairs as urgent and urgent repairs as emergencies.

6 Out of hours emergency repairs service

- 6.1 We also have an out of hours repairs services for emergencies only. This is accessed by calling Freephone 0800 052 9922 between 17:00 and 08:00 during the week, all throughout the weekend and bank holidays and the call will be directed to our out of hours team.
- 6.2 Only those repairs that are categorised as emergency repairs and that become apparent to the resident outside of office hours are carried out outside normal working hours.
- 6.3 The tenant handbook provides details of how to contact the out of hours service and type of repairs will be carried out. In most cases, the work will be limited to making the problem safe and returning to deal with it during normal working hours.

7 Appointments

- 7.1 Gateway will offer residents an appointment for all works apart from emergency repairs. Appointments are provided during the following times as follows:

- 08:00 to 17.00 hours Monday to Friday (excluding bank holidays)
- 09:00 to 13:00 on Saturdays (smaller routine repairs only, excluding bank holiday weekends)

In the event of multiple visits being required, we will offer an appointment for the first visit and our contractor will discuss future access arrangements directly with the tenant at that first appointment.. A morning, afternoon or avoid "school run" appointment can be booked for a particular date.

- 7.3 Missed appointments cost Gateway in terms of time and money and this cost is ultimately borne by all tenants. If the tenant misses a pre-agreed appointment, the job will be cancelled and a card left at the property by the contractor informing the customer of that fact and that the repair will need to be reported again to Gateway. In such situations, tenants may be charged for any additional costs incurred. Equally, if a contractor or sub-contractor, operative or supervisor/surveyor fails to attend when an appointment has been made with the resident, a fixed compensation payment will be made and the cost recharged to the contractor or sub-contractor where appropriate. See Compensation Policy and Procedure for details of the amount payable <http://theloop/Interact/Pages/Content/Document.aspx?id=1195&search=compensation>
- 7.4 If the appointment is to deal with an emergency e.g. a serious water leak causing damage to the fabric of the property or it is a health and safety risk, it may be necessary to force access to the property.

8 Assigning/changing the priority of works orders

- 8.1 Although Gateway operates the repair response times set out above, and will always respond to genuine emergencies as quickly as possible, it recognises that there will be certain circumstances where a more immediate response is required to repairs which are normally not emergencies.
- 8.2 Where residents report repairs by phone, assessing such need is not always straightforward. Even face-to-face situations can present challenges. The policy of Gateway Housing Association is based on putting the health and safety of residents first, and on applying a 'fail safe' approach. As such, the priority of normal non-emergency repairs will be upgraded by the person receiving the request, where they feel that that it is necessary in order to avoid a significant detrimental impact.
- 8.3 The information provided by the customer will be accepted at face value, but in the event that that information is subsequently found to be false, then the customer may be re-charged with the additional cost associated with upgrading the order.

9 Rechargeable Repairs

- 9.1 See Tenants Recharge Policy
<http://theloop/Interact/Pages/Content/Document.aspx?id=1637>

10 Tenants Own Improvements

- 10.1 See Tenants Improvement Policy.
<http://theloop/Interact/Pages/Content/Document.aspx?id=1637>

11 Repairs to communal areas

- 11.1 As well as responsibility for repairs to individual properties, Gateway is responsible for some repairs to communal areas both inside blocks of flats and outside on estates, as well as association owned garages and parking bays.

12 Leaseholders

- 12.1 Under the terms of the lease, leaseholders are responsible for some repairs to their home; mainly internal ones. Gateway is also responsible for some repairs to leasehold homes; generally external and shared areas. Gateway retains responsibility for maintaining the structure and exterior of leasehold blocks/properties and all shared areas in and around them.

- 12.2 Leaseholders contribute towards the cost of Gateway repairing and maintaining the building through their annual leasehold service charge bill. The percentage that each individual leaseholder contributes towards repairing and maintaining the building is set out in the lease. The lease explains which repairs Gateway carries out and which areas of repairs the leaseholder is responsible for in greater detail.
- 12.3 The leaseholder handbook provides a summary of those repairing responsibilities but is not a substitute for the lease. Gateway must normally consult leaseholders about work that it may be proposing, but only when the likely contribution to an individual leaseholder is going to be more than £250. The rules on leaseholder consultations are contained in section 20 of the Landlord and Tenant Act 1985, and section 151 of the Commonhold and Leasehold Reform Act 2002.

13 Gaining Access

- 13.1 Tenants and leaseholders are required, under the terms of their respective agreements, to allow Gateway staff and contractors access to their home to inspect, repair or do other work which is required to their property or to adjoining properties. In extreme cases legal means such as a warrant or injunction may be used in order to gain access. The cost of this action may be passed on to the tenant or leaseholder.
- 13.2 Where there is an emergency and the tenant, leaseholder or a member of the household cannot be contacted, Gateway Housing Association retains the right to force entry as set out under the terms of tenancy and lease agreements.
- 13.3 In order to support access for repairs, tenants are responsible for cleaning surfaces, moving furniture and lifting carpets (or laminated flooring) to allow repairs to be carried out. Where this is not done and staff or contractors have to lift carpets or move furniture, Gateway is not responsible for any damages to these items.

14 Decanting Residents

- 14.1 Decanting is the process of providing alternative accommodation for a tenant or leaseholder so that repair or refurbishment of their home can take place.
- 14.2 Because of the costs involved and the disruption to the resident, decanting is only used as a last resort, where the nature of the work means the health and safety of the customer could be at significant risk if they do not leave their home when works are taking place.
- 14.3 Decanting is usually a planned process but there may be some occasions where decants cannot be planned for, such as where the tenant or leaseholder cannot remain in their home because the property has become uninhabitable through fire or flood. Gateway recognises that moving people from their home can be a stressful experience. Where a decant is required, a Decant Policy is in place to

ensure disruption is minimised and extra help and support is provided to the resident where required.

15 Pre and post inspections

15.1 Pre-inspection visits will only be carried out where the following may apply:

- the customer is unable to fully explain the problem
- the responsibility for the repair may lie with the customer
- surveying schedules/specifications etc are required prior to works being ordered
- an investigation is needed to identify the underlying cause of the problem;
- a previous repair or repairs has not solved the problem;
- works to a block/communal area where leaseholders may be charged

15.2 Where necessary an appointment will be arranged through the customer services team when the repair is initially requested. Depending on the nature of the defect, Homeworks supervisor or asset management surveyor will be assigned the inspection to carry out.

15.3 Gateway has a duty to ensure its resources are used appropriately and that repairs are carried out to a satisfactory standard using the specified standard of materials. A post inspection is a quality control check which is carried out on a percentage (usually in the order of 5-10%) of all repairs carried out. These checks may be undertaken by Homeworks supervisors and /or customer services team telephone surveys. Contractors' and sub-contractors can choose to carry out their own post inspections. Audits of contractor and sub-contractors quality inspections will be undertaken periodically during regular monitoring meetings.

16 Claims for compensation

16.1 See Compensation Policy and Procedure

<http://theloop/Interact/Pages/Content/Document.aspx?id=1195&search=compensation>

17 Performance monitoring and management

17.1 The underlying principle that will be applied to achieving effective quality assurance and performance management is to achieve effective control with minimum on-cost. Quality assurance is about producing a product of the required standard. Performance management is all about achieving that outcome consistently for all transactions.

17.2 As such, the starting point for the establishment of effective arrangements for Gateway's repairs service are the procedures and processes that are used to ensure that contractors and suppliers deliver work 'right first time every time'.

17.3 Gateway operates a robust set of key performance indicators designed to verify the integrity of processes as well as the standard of the finished product. In addition the following areas are also monitored in order to ensure that the responsive repairs service offers a flexible, customer oriented service which delivers value for money:

- the performance of the Homeworks operation in achieving targets
- the performance of the contractors and sub-contractors in achieving targets
- expenditure on the responsive repairs budget
- performance against target timescales and customer service standards
- feedback from residents on the repairs service

17.4 The performance management framework enables Gateway to ensure that the service is being delivered effectively and to respond to those areas where performance needs to be improved. The information is shared with staff to ensure that everyone is focused on delivering the best service to residents.

17.5 Monitoring information is made available to:

- tenant representatives at via the scrutiny panel and other groups board members
- committees
- all tenants on an annual basis as part of the annual reporting arrangements
- staff through regular performance updates
- All regulatory bodies as and when required

18 Compliments, complaints and comments

18.1 Gateway Housing Association is committed to ensuring that all services are tailored to meet the needs of everyone, taking into account of age, gender, ethnicity, lifestyle or disability. All complaints are taken seriously and will be recorded and investigated according to our complaints procedure.

18.2 Further information on compliments, comments and complaints procedures can be found using the details below.

Gateway Housing Association
Tel: 0800 052 9922
Website: <http://gatewayhousing.org.uk>
Email: enquiries@gatewayhousing.org.uk

18.3 We are continually looking to improve the services we offer our residents and as such actively encourage comments on the service provided.

19 Data Protection

- 19.1 At all times Gateway staff will adhere to our data protection policies and procedures.
<http://theloop/Interact/Pages/Content/Document.aspx?id=1367&search=data>

20 Equality and Diversity

- 20.1 This policy supports Gateway's equality strategy. All staff, contractors and sub-contractors will at all times comply with Gateway's Equal Opportunities and Diversity policy.
<http://theloop/Interact/Pages/Content/Document.aspx?id=1179>

21 Review

- 21.1 This policy will be reviewed every three years and an equality impact assessment carried out after each review unless there are any legislative changes requiring an earlier review.
- 21.2 Reviews will be conducted with the involvement of relevant staff, our tenants and residents, stakeholders and partners.

SECTION 3

APPENDIX A2 – COST DOCUMENT COMPLETED BY AMALGAMATED LIFTS

APPENDIX A2

Invitation to Tender Document for Term Maintenance Contract – Passenger Lifts (Part 2 of 2)

Cost Submission

For and on behalf of:

**Gateway Housing Association
409 – 413 Mile End Road
London
E3 4PB**

L060274S/0009 August 2018
Issue 3: Tender

Tendering Contractor: Amalgamated Lifts Limited

King's Head House, King's Head Yard, Borough High Street, London, SE1 1NA
020 7940 3200 london@calfordseaden.co.uk

calfordseaden.co.uk

ORPINGTON | **LONDON** | BIRMINGHAM | SOUTHBEND-ON-SEA | WINCHESTER | CAMBRIDGE
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Registered Office: Devonshire House 60 Goswell Road London EC1M 7AD where a list of members is kept
Regulated by RICS

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Appendix A2 - ITT Cost Submission

Term Maintenance Contract – Passenger Lifts



1 LABOUR RATES AND OVERTIME MULTIPLES

1.1 LABOUR RATES

The tenderer shall include the following information:-

a) Rates - Normal Hours (Refer to Document 1)

Maintenance Engineer	£ 92 /hour
Engineer's Assistant	£ n/a hour
Technician (NVQ4)	£ 92 /hour
Normal Call-out Manning:	Single man

Maintenance Manning: Single man

b) Rates - Overtime (Refer to Document 1)

Monday - Friday:	1.2 x normal rate
Saturdays:	1.2 x normal rate
Sundays/Statutory	1.2 x normal rate
Holidays:	1.2 x normal rate

c) Fixed Rate

For chargeable call-outs. To include travel time and costs, one hour on site and consumables:

Normal Hours	£ 92
Out of Hours	£ 108

ALL RATES SHALL BE FIXED FOR ONE YEAR

Appendix A2 - ITT Cost Submission Term Maintenance Contract – Passenger Lifts

2 PERCENTAGE OVERHEADS

2.1 Percentage On-Costs

Percentage on-cost for materials	25%
Percentage on-cost for sub-contract items	25%
Percentage on-cost for hired plant	25%

Appendix A2 - ITT Cost Submission

Term Maintenance Contract – Passenger Lifts

3 PRICING SCHEDULE – FULLY COMPREHENSIVE CONTRACT

Therefore to enable all passenger lifts as scheduled in Section 4 to be costed and also to provide a cost structure for lifts to be added to the contract in future, the contractor shall price the following schedule.

All costs to be as ITT Document requirements, per annum excluding VAT.

3.1 Passenger Lifts

Ref	No. of Floors Served	Type of Lift		
		Electric Traction (a)	Hydraulic (b)	MRL (c)
3.1.1	2	£920	£920	£920
3.1.2	3	£920	£920	£920
3.1.3	4	£920	£920	£920
3.1.4	5-7	£980	£980	£980
3.1.5	8-10	£1180	-	£1180
3.1.6	11-14	£1180	-	£1180
3.1.7	15+	£1480	-	-

Percentage of Total Costs	
Servicing	50%
Call-outs	30%
Repairs	15%
Annual Supplementary Testing	5%
Total:	100%

Appendix A2 - ITT Cost Submission Term Maintenance Contract – Passenger Lifts

3.2 Total Costs – Passenger Lifts

No	Address	Post Code	Cost Submission Reference	Tender Cost
1	Betty May Gray House, London	E14 3HX	3.1.4 a	£980
2	Emerald Court, 3 Beale Place, London	E3 5LL	3.1.3 c	£920
3	John Bond Court, 15 Beale Place, London	E3 5LL	3.1.3 c	£920
4	Ted Roberts House, Parmiter Street, Globe Town, London	E2 9NH	3.1.2 b	£920
5	Regency Court, 10 Norman Grove, London	E3 5EG	3.1.1 a	£920
6	1-21 St Huberts House	E14 8PB	3.1.3 a	£920
7	22-37 St Huberts House, Janet Street, London	E14 8PB	3.1.3 a	£920
8	38-57 St Huberts House, Janet Street, London	E14 8PB	3.1.3 a	£920
9	Ducere House, Viaduct Street, London	E2 0BZ	3.1.4 c	£980
10	Bookbinders Court, Bethnal Green, London	E1 5QU	3.1.4 b	£980
11	2 Burgess Street, London	E14 7BT	3.1.4 c	£980
12	Bustaan Raada, 55 PollardsRow	E2 6NA	3.1.2 c	£920
13	John Tucker House	E14 8NS	3.1.2 a	£920
14	Hugh Platt House, Patriot Square	E2 9RS	3.1.2 a	£920
15	Vic Johnson House, 74 Armagh Road, London	E3 2HT	3.1.2 a	£920
16	55-85 Lawrence Close, London	E3 2BQ	3.1.2 a	£920
17	Holmsdale House, Poplar High Street, London	E14 OAS	3.1.4 c	£980
18	Constant House, Harrow Lane, London	E14 OAT	3.1.4 c	£980
19	Crosby House, Manchester Road, London	E14 3NN	3.1.2 b	£920
20	Edith Ramsay House, Duckett Street, London	E1 4TD	3.1.2 c	£920
21	Powesland Court	E1 OONE	3.1.4 b	£980
22	Peter Best House, 18 Nelson Street, Stepney, London	E1 2AF	3.1.3 b	£920
23	Rochester Court, Wilmot Street	E2 0BP	3.1.2 b	£920
24	Mandela House, Virginia Road, London	E2 7NE	3.1.1 b	£920

Appendix A2 - ITT Cost Submission Term Maintenance Contract – Passenger Lifts

No	Address	Post Code	Cost Submission Reference	Tender Cost
25	Ruth Court, Medway Road, Bow, London	E3 5DS	3.1.2 b	£920
26	Peet Court, 209 Bow Road, London	E3 2SJ	3.1.4 c	£980
27	Edmund Court, 207 Bow Road, London	E3 2SJ	3.1.4 c	£980
28	Triangle Apartments, 315 Manchester Road (Lift 1)	E14 3HN	3.1.4 c	£980
29	Triangle Apartments, 315 Manchester Road (Lift 2)	E14 3HN	3.1.4 c	£980
30	William Cubbit Lodge, Pier Street (Lift 1)	E14 3HR	3.1.4 c	£980
31	William Cubbit Lodge, Pier Street (Lift 2)	E14 3HR	3.1.4 c	£980
32	William Guy Gardens, Northmeade House	E3 3FU	3.1.4 c	£980
33	William Guy Gardens, Brambeley House	E3 3FU	3.1.4 c	£980
			f	
			Total: Exclusive of VAT	£31,260

(Carry to Form of
Tender, Price
Model)

Appendix A2 - ITT Cost Submission

Term Maintenance Contract – Passenger Lifts

4	SUPPLEMENTARY TESTING	
4.1	SAFED – Supplementary Tests	
	5 Yearly Tests	
	Earth continuity (Annex A.1)	£220
	Terminal Speed Reduction Systems (Annex A.3)	£220
	Overspeed Governors (Annex A.7)	£220
	Governor Overspeed Safety Gear Instantaneous Type (Annex A.8)	£220
	Governor Operated Safety Gear Progressive Type (Annex A.9)	£220
	Safety Gear Operated by Other Means (Annex A.10)	£220
	Devices to Prevent Overspeed of the Ascending Lift Car (Annex A.11)	£220
	Energy Dissipation Buffers (Annex A.12)	£220
	Hydraulic System (Annex A.15)	£220
	Hydraulic Rupture/Restrictor Valves (Annex A.17)	£220
4.1.1	Cost for full 5 yearly testing – hydraulic lift	£520
4.1.2	Cost for full 5 yearly testing – electric traction lift	£520
4.2	Other Tests	
	Lift Machine – Investigatory Test – Type A (Annex A.5)	£220
	Lift Machine – Comprehensive Test – Type B (Annex A.6)	£220
	Suspension System (Annex A.13)	£220
	Car Overload Detection Warning Devices (Annex A.14)	£220
	Hydraulic cylinders in Boreholes or similar locations (Annex A.16)	£220
	Electrical Anti-Creep Device (Annex A.18)	£220
	Mechanical Anti-Creep Device (Pawl or Clamping Device) – (Annex A.19)	£220
	Low Pressure Detection Devices (Switch or Valve) – (Annex A.20)	£220
	Traction, Brake and Levelling (Annex A.21)	£220
	Car/Counterweight Balance (Annex A.22)	£220

Appendix A2 - ITT Cost Submission

Term Maintenance Contract – Passenger Lifts

4.2.1	Cost for 10 yearly testing (full 5 yearly test and all other tests scheduled above for hydraulic lifts)	£880
4.2.2	Cost for 10 yearly testing (full 5 yearly test and all other tests scheduled above for electric traction lifts)	£880

ALL PRICES SHALL BE FIXED FOR 1 YEAR

4.3 Additional Rates

The tenderer shall include the following rates which can be applied to additional works:-

4.3.1	Supply and fitting of autodialler (Windcrest or agreed equivalent) – *completely new*	£1240
4.3.2	Supply and fit GSM unit to work in conjunction with 5.2.1 above to include if required high gain aerial.	£352
4.3.3	Supply and fit BS7255: 2012 car top controls to existing lift. *completely new*	£1365
4.3.4	Supply and fit lift pit ladder to meet BS 7255: 2012 requirements.	£424
4.3.5	Supply and fit emergency lighting to lift machine room/area to meet the requirements of BS 7255: 2012.	£498
4.3.6	Supply and fit rubber mat in front of lift control panel.	£50
4.3.7	Supply and fit electronic door detectors to lift car doors (Memco Panachrome or agree equivalent).	£1328

SECTION 4

COMPLETED FORM OF TENDER AND PRICE MODEL DATED 29 AUGUST 2018

APPENDIX B - FORM OF TENDER

To: Gateway Housing Association
409 – 413 Mile End Road
London
E3 4PB

Date: 29th August 18

Sirs,

TERM MAINTENANCE CONTRACT – PASSENGER LIFTS

COMMENCEMENT DATE : 02 January 2019

I/We the undersigned, hereby tender and offer to complete the Works more particularly described and referred to in the general conditions and specification, schedules hereto annexed issued for this Tender and which under the terms thereof are to be completed by the Contractor and to perform and observe the provisions and agreements on the part of the Contractor contained in or reasonably to be inferred from the conditions, specification, schedules for the sum, exclusive of Value Added Tax, of £31,260 , Thirty One Thousand, Two Hundred and Sixty Pounds in words), the details of which are given in the Price Model appended.

I/We further declare that I/we have visited and inspected a sample of the properties and have read and understood the tender documents.

I/We hereby undertake, in the event of your acceptance of this tender and if required, to execute the agreement within 45 days from receipt of the letter of acceptance.

I/We undertake to do any extra work not covered by the fixed price which may be ordered by the Contract Administrator and hereby agree that the value of such extra work shall be determined as provided for in the Schedule of Rates.

I/We understand that you reserve to yourself the right to accept or refuse this tender whether it be lower, the same or higher than any other tender, or for any other reason.

I/We agree that this tender shall remain open for acceptance by you and will not be withdrawn by us for a period of 90 days from the closing date for submission of tenders.

Appendix B - Form of Tender - Term Maintenance Contract – Passenger Lifts

I/We hereby agree that the following Schedules are attached and form part of this tender:

See appended Price Model

All correspondence relative to this tender is to be addressed to the undersigned tenderer at the following address:

4 Mulberry Court,
Bourne Road,
Crayford,
Kent,
DA1 4BF

The undersigned is empowered to sign this tender on our behalf.



For and on behalf of Amalgamated Lifts Limited

Appendix B - Form of Tender - Term Maintenance Contract – Passenger Lifts

Form of Tender Price Model - Passenger Lifts				
1) Cost for Comprehensive Lift Maintenance				
Fixed Cost from Section 3.2				<u>£ 31,260.00</u>
2) Chargeable Repairs (Notional Quantities)				
<u>Volume</u>	<u>Doc Ref</u>	<u>Brief</u>	<u>Tendered</u>	<u>Total</u>
		<u>Description</u>	<u>Rate</u>	
15	1.1 (c)	Fixed call-out charge - normal hours	£92.00	£1380.00
5	1.1 (c)	Fixed call-out charge - Sundays	£108.00	£540.00
£2,500	2.1	Materials plus % uplift	25%	£3125.00
£2,500	2.1	Specialist sub-contractor plus % uplift	25%	£3125.00
30	1.1 (a)	Repair labour costs - normal hours	£92.00	£2760.00
			Sub-Total:	<u>£ 10,930.00</u>
3) Passenger lifts – Supplementary Testing (Notional Quantities)				
3	4.2.2	10 year Supplementary tests – electric traction	£880.00	£ 2640.00
3	4.2.1	10 year Supplementary tests - hydraulic	£880.00	£ 2640.00
6	4.1.1	5 year Supplementary tests - hydraulic	£520.00	£ 3120.00
6	4.1.2	5 year Supplementary tests – electric traction	£520.00	£ 3120.00
			Sub-Total:	<u>£ 11,540.00</u>
			Total for:	<u>£ 53,730.00</u>
(1) to (3), Excludes VAT				
For Initial 12 months period				
Carry to Form of Tender				

SECTION 5

COMPLETED COLLUSIVE TENDERING CERTIFICATE DATED 29 AUGUST 2018

APPENDIX C - TERM MAINTENANCE CONTRACT FOR PASSENGER LIFTS

GATEWAY HOUSING ASSOCIATION

CERTIFICATE OF NON-COLLUSION

We certify that this is a bona fide Tender and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:-

- a) Communicating to a person other than the person calling for the Tender the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender.
- b) Entering in any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted.
- c) Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person or going or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the said work or any act or thing of the sort described above.

By this certificate, the word 'person' includes any person and anybody or association, corporate or unincorporate, and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

Signed: 

On behalf of: Amalgamated Lifts Limited

Date: 29th August 2018

SECTION 6

SELECTION QUESTIONNAIRE COMPLETED BY AMALGAMATED LIFTS LIMITED

Please complete all questions within this Appendix. Where prompted you should give brief details – attachments are not required at this stage. Should you be successful in your bid, you will may be required to provide supporting information and evidence to your responses. Please note that failure to supply information or unsatisfactory responses may lead to disqualification from this process. Giving false information to Gateway Housing Association may also result in automatic disqualification from future procurement opportunities.

SECTION A – COMPANY INFORMATION

1 Contact Information:

a.	Name of contact person responsible for completing this PQQ: Terri Webb
b.	Position in company of contact: Business Development Coordinator
c.	Contact address: 4 Mulberry Court, Bourne Road, Crayford, Kent, DA1 4BF
d.	Contact telephone number: 01322 556661
e.	Contact e-mail address: terri@al-lifts.co.uk

1 Company Details

a.	Company name: Amalgamated Lifts Limited
b.	Trading name (if applicable): Amalgamated Lifts Limited
c.	Date company formed and incorporated: 14 th November 1988
d.	Company type: (i.e. PLC, partnership, sole trader, etc.) Ltd
e.	Company registered office 4 Mulberry Court, Bourne Road, Crayford, Kent, Da1 4BF
f.	Address from where this contract would be managed: 4 Mulberry Court, Bourne Road, Crayford, Kent, DA1 4BF
g.	Website address: www.al-lifts.co.uk
h.	Company registration number (where applicable): 2316623
i.	Previous company name(s) (if applicable): n/a

3 Conflict of interest

a.	Have any of the Directors or partners been employed by any part Gateway Housing Association (in the last 12 months? If yes, please provide details.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
b.	Do any of the people named above have a partner or relative who has in the last 12 months been employed by any part of Gateway Housing Association? If yes, please provide details.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
c.	Do any of the people named above have any involvement in any other company that provides goods or services to Gateway Housing Association? If yes, please provide details.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

4 Associated Companies Section (where applicable):

a.	Parent company name: N/A
b.	Parent company address: N/A
c.	Parent company web site address: N/A
d.	Relationship to parent company: N/A
e.	Names and address of any subsidiaries:N/A

5 Insurance, VAT & Accreditation information

a.	VAT Registration Number (or equivalent):	527 3148 51
b.	Your CIS Unique Taxpayers Reference (or equivalent) if applicable:	10400 13331
c.	Confirmation that you hold Public Liability Insurance and detail of cover value:	Yes - £10,000,000.
d.	Confirmation that you hold Employer’s Liability Insurance and detail of cover value:	Yes - £10,000,000.
e.	Details of any industry specific accreditations, or membership to any industry specific associations which you feel support your bid:	LEIA – Lift and Escalator Industry Association. UKAS accredited – 9001 / 14001 & OHSAS 18001 BSI Membership

*Sections to be added as necessary depending on minimum requirements for opportunity i.e. Gas Safe Registrations

SECTION B – FINANCIAL INFORMATION

1 Turnover

Please give details of your annual turnover for the previous two financial years:

Year	Turnover (£)
2017	£9,476,889.
2016	£6,650,661.

Comments:

2 Profit & Loss

Please Indicate as a percentage your pre-tax profit / loss for the previous two years (losses should be clearly marked):

Year	Profit
2017	8%
2016	1.3%

Comments:

Gateway Housing Association reserves the right, following review, to disqualify any bidder that it does not feel has the financial ability to deliver the proposed contract.

Gateway Housing Association reserves the right to enter into contract with the Parent Company

SECTION C - POLICIES

1 Health & Safety

a) Does your organisation have a written Health and Safety Policy (covering General Policy, Organisation and Arrangement) as required by Section 2(3) of the Health and Safety at Work etc. Act 1974 and issue any codes of safe working practices to employees?

Yes No

b) Does your organisation keep records of and report on your current safety record including RIDDOR statistics?

Yes No

c) Does your organisation have current or previous investigations/prosecutions or HSE notices. Please give detail where necessary on what steps have been taken following any such action.

Yes No

Please complete any relevant details below:

We currently have a Riddor reportable incident under investigation by the HSE. We have also undertaken an internal investigation and have remained all personnel of the correct procedures that should be undertaken at all times in regards to all tasks, which are what we deem to be exceptionally high standards in Quality, Environment, Safety and Health. (QESH).

2 Equality & Diversity

a) Does your organisation have a written Equality & Diversity Policy to comply with your statutory obligations under the Equality Act 2010 (which applies in Great Britain), or equivalent legislation that applies in any other jurisdiction in which your firm operates?

Yes No

b) If you do not have a written Equality & Diversity policy as above, or if Gateway Housing Association does not consider your Equality & Diversity policy to be sufficient or appropriate, do you agree to sign and abide by Gateway Housing Association's Equality & Diversity policy?

Yes No

3 Environmental Policy

a) Does your organisation have an environmental policy?

Yes No

Please complete any relevant details below:

We are further accredited to ISO 14001.

c) Has your organisation ever been prosecuted for an environmental offence?

Yes No If yes, please provide details:

4 Anti-Bribery Policy

a) Does your company have an Anti-Bribery Policy or if not will you comply with Gateway Housing Association’s Policy?

Yes No If ‘No’ please confirm you will comply with Gateway Housing Association’s policy

5 Data Protection Policy

a) Does your organisation have a Data Protection policy?

Yes No

b) If you do not have a Data Protection policy, or if Gateway Housing Association does not consider your Data Protection policy to be sufficient or appropriate, do you agree to sign and abide by Gateway Housing Association’s Data Protection policy?

Yes No

6 Business Continuity Plan

a) Does your organisation have a Business Continuity Plan?

Yes No

b) Please provide details of how the services/goods under this tender would be delivered within the BCP

Our BCP has been developed, tested and implemented surrounding our services/goods. We have carried out risk profiling on all areas of our business to develop our BCP. This is audited and reviewed. The services under this contract will perfectly fit within this BCP.

Quality Response Document Template

Please complete all questions within this Quality Response document. Questions will be marked and scored in conjunction with your Commercial Offer document. Responses should be written directly into this document. Submissions exceeding the word limits set may be disqualified or be deducted marks. Each question will be score between 0 and 10, with an appropriate weighting applied. Bidders who are expressing an interest in more than one lot must submit one response per Lot. Bidders should note that the Group may append extracts of your quality response in any final contract if you are successful. Unless specifically requested, additional attachments are not permitted and will not be scored. You are requested not to supply any general marketing material or additional attachments as part of your response.

Q1 – Relevant Experience

Please provide details of up to three contracts, ideally from the housing sector, that are relevant to our requirements. Contracts / services should have been performed during the past three years. You may not reference Gateway Housing Association in this question. Please note that we may take up references from the contacts listed to verify the content of this qualitative response, and you should be prepared to forward any necessary details to assist with this.

(i) Customer Organisation	Phoenix Community Housing
Scope of Supply	Lift maintenance, Lift Breakdown and Lift Repairs. Comprehensive contract.
Start & completion dates	9/17 – 9/21
Approx. Annual Contract Value (£)	£36,000.00
Brief description of contract (max 300 words) including evidence of delivery in line with the Group’s requirements.	
<p>We have been working with Phoenix Community Housing for the past 7 years. We were awarded a 4 year maintenance contract to cover all passenger lifts following our successful modernisation project in 2013. This consisted of installing 4 drum drive lifts and modernising 26 passenger lifts. We recently retendered and gained the contract for another 4 years thus highlighting our strong partnership, management and commitment to this contract.</p> <p>The 30 lift assets are located within two housing estates based in Bromley BR1, BR3 and Lewisham SE1. The designated engineer lives within close proximity of the two housing estates and for ease, this engineer answers all our out of hour calls and has built up long lasting relationships with the residents and that of the caretaker.</p> <p>This contract has a Service Manager, Commercial Manager, Area Service Manager, Customer Service Adviser and Technician allocated to facilitate requirements.</p> <p>The designated engineer services each lift monthly providing reports, carrying out necessary repairs, and attending reactive maintenance calls. He is fully conversant with the technical issues relating to the lifts and utterly competent in his role. His support team are equally skilled and have the experience, skills and ability to step in at a moment’s notice as required. The Area Sales Manager carries out Ad-hoc inspections where possible and the engineer is informed of his performance routinely in-house.</p> <p>The Commercial Manager and Customer Service Adviser ensure that the administration is managed daily and ensure a smooth transition between all ICT systems. This includes for Job sheets, reports, ordering of parts, speaking with residents etc.</p> <p>We report on and attend quarterly client review meetings to review and discuss the following KPI’s;</p> <ul style="list-style-type: none"> • Percentage of trap-ins attended to within 45 mins • Call outs attended in 2hr. • Call outs attended in 4hr. • Percentage of repairs fixed on first visit • Time lift is out of service • Call outs resulting in lift closure (due to part requirements/ specialist advice) • No. of callouts per month 	

(ii) Customer Organisation	Newlon Housing
Scope of Supply	Lift maintenance, Lift Breakdown and Lift Repairs. Comprehensive contract.
Start & completion dates	1/17 – 1/21
Approx. Annual Contract Value (£)	110,000.00
Brief description of contract (max 300 words) including evidence of delivery in line with the Group's requirements.	
<p>We have been working with Newlon Housing for the past year and won the contract through a successful tendering process. We are within the second year of the contract.</p> <p>We currently maintain 114 lifts on behalf of Newlon. These lifts are designated to NVQ3 qualified engineering routes based within N5, N7, N13, N15, N16, N17, E1, E5, E8, E9, E10, and E15 postcodes. These lifts are a mixture of Kone, Otis, PDERS, ThyssenKrupp, CAMA, Schindler, Doppler, and Lester. Our engineers are fully conversant with this equipment.</p> <p>This contract has a Service Manager, Commercial Manager, Area Service Manager, Customer Service Adviser and Technician allocated to facilitate requirements. We cover these lifts 24/7 365 days a year. We have resources in hours and out of hours to manage this contract comprehensively.</p> <p>The engineer will complete maintenance, attend reactive calls, complete repairs and complete all electronic records via his PDA. The Customer Service Adviser will process these electronic records and ensure all actions necessary are organised and actioned. The Area Service Manager will monitor the engineer's performance, carry out ad-hoc inspections, and provide additional support in regards to critical spares, site management. Each engineer has an NVQ4 Technician who will resolve technical faults and issues in a timely manner.</p> <p>The Service Manager oversees the entire contract and attends 12 monthly meetings per year. This meeting not only includes Newlon Housing representatives but their lift consultant representative from Cundall is also present. During this meeting, they discuss previous minutes and look into the following contract data/figures/ reports in regards to; lift availability, No.breakdowns, insurance trackers, PPM visits, LG history, concierge reports, health and safety issues / fire risk assessments and invoicing completion.</p> <p>We provide Newlon with monthly reports that details all calls received that are broken down into Actual, Working on Arrival and Misuse. These are great indicators for both us and the client when identifying trends.</p>	
(ii) Customer Organisation	Eldon Housing
Scope of Supply	Lift maintenance, Lift Breakdown and Lift Repairs.
Start & completion dates	Yearly contract renewals (since 1999)
Approx. Annual Contract Value (£)	£7,000
Brief description of contract (max 300 words) including evidence of delivery in line with the Group's requirements.	
<p>We have been working with Eldon Housing for the past 19 years and look after 13 lifts on behalf of them. These lifts are located within housing association properties within SE25, RH16, CR0, CR8 and CR2.</p> <p>The contract has two designated NVQ3 engineer who primarily attend to all PPM visits, requested callouts, LOLER and Safed inspections. The lifts within this portfolio are a mixture of Kone Monospace, Stannah, Ideal lifts manufacture.</p> <p>The engineer's service each lift bi-monthly (6 services) providing reports, carrying out necessary repairs, and attending reactive maintenance calls. Again, like all contracts, this engineer is supported by qualified neighbouring engineers, suppliers, office staff etc. which maximises our response and targets. The engineer as with all engineers also have access to various components, spare parts and consumable items for the more common replacement parts which improve repairs and first time fix.</p> <p>This contract has a Service Manager, Commercial Manager, Area Service Manager, Customer Service Adviser and Technician allocated to facilitate requirements.</p> <p>The Area Service Manager performs Ad-hoc inspections and monitors the engineer's performance.</p> <p>We adhere to special service requirements such as "Service visits must be carried out on Thursdays, with access</p>	

and confirmation of date via Eldon Housing on 08xxxxxxx” for individual lifts within the portfolio. We further provide all electronic service sheets to the designated contact. As well as service requirements, vital data such as access codes to motor rooms and equipment is available to our engineering force on their PDA’s to ensure we do not incur any site issues.

Q2 – Insert title

Insert text

Supplier Response – Max xxx words

Q2 – Insert title

Insert text

Supplier Response – Max xxx words

Q2 – Insert title

Insert text

Supplier Response – Max xxx words

*Insert Questions as necessary

SECTION 7

AMALGAMATED LIFTS LIMITED QUALITATIVE SUBMISSION

Question 1 – Resources and management (10%)

Amalgamated Lifts Limited Quality Response



Throughout the entire contract you will be allocated with key members from our team who will have full knowledge of your contract so that we can help you provide an excellent service to your end consumer. We have a sound structure throughout the business which ensures that all of our contracts are overseen expertly by our experienced team within the set up. Please see page 4 & 5 which illustrate our employee profiles and our management structure.

The Managing Director, Simon Smith has a personal influence on all contracts within our portfolio. He measures each and every individual's behaviour and performance to ensure they are adhering to the contract throughout the term. He is available to discuss contract performance where required.

The Service Manager, Mark Vick, oversees the whole servicing department, being the direct line manager for the Commercial Manager and Area Service Managers within the section. Mark will be available for initial meetings and when requested thereafter. We offer a company promise that you can reach a member of our senior management team 24 hours a day, 7 days a week, 365 days a year. His roles and responsibilities include;

- Measuring KPI's and targets set as per the contract
- NEBOSH qualified and ensures all Health and Safety requirements are adhered to
- Upkeep communication levels and liaises with all level of operations
- Provide a programme of works
- Investigate any deficiencies in service / quality control
- Monitor contract performance

Our Commercial Manager, Katie Jukes, will see the initial contract set up through to the hands on Area Service Manager (ASM) and Customer Service Adviser (CSA) that will be responsible for the contract. The Commercial Manager responsibilities include;

- Setting up the administrative operational side of the contract ensuring that individual contractual necessities are imputed onto all our ICT resources, such as our in house "Liftdata" Management System
- Oversee the Customer Service Advisers ensuring adherence to the contract and reporting formats as per the specification
- Attend client meetings
- Complete all client invoicing

The Area Service Managers responsibilities include;

- Supporting the Service Manager and managing the field operations of the contract.
- Manage the engineers, level of maintenance and all related works being delivered.
- Specify components for lift stock, and provide a full report following first visits to each lift installation.
- Asset Management
- Site Audit checks on QESH (Quality, Environment, Safety and Health)

The Commercial Manager is also responsible for the management of CSA's. Specific to this contract, we would allocate Elizabeth Hughes, whom would be your designated engineers CSA. Her responsibilities include;

- Being responsible for the day to day administration of the contract.
- Take all requests for site attendances, raise and allocate jobs to your designated engineers
- Arrange PPM visits
- Complete daily reports, process all electronic job sheets and upkeep contract administration communications
- Order parts for the engineers



Question 1 – Resources and management (10%)

Amalgamated Lifts Limited Quality Response

Elizabeth will be the contract administrator’s main point of contact. The CSA will be the liaison between Gateway and our engineer; she will provide all reports, fed the contract administer with daily updates and ensure we meet the needs and expectations of the contract. She will have access to the most up to date information, from our ‘Live’ ICT systems. Gateways contract administrator would never have to worry, should Elizabeth be on leave, as our other CSA’s are able to assist and able to look at the job history on our Liftdata system and inform on current status.

Should the Contract Administrator have a query and wish to escalate it, then the Commercial Manager would be more than happy to assist, as is the senior management on this contract.

All of our Service Engineers are highly skilled and trained to carry out breakdown repairs on a full range of lifts in addition to fulfilling their maintenance requirements. This all enables us to provide a team that are familiarised with the contract and gives those involved from Gateway and the lift users, a recognised acquaintance. In this instance, the specific engineers that would be allocated to the contract would be Tommy Mennear and Vince Ward. Full details of these engineers can be found below. Their responsibilities include;

- Provide proactive maintenance replacing worn consumables, fixing any potential hazards, and making recommendations proven to ensure the longevity of the lift reliability and all associated works as identified within the specification
- Attend to remedial works and reactive call outs
- Become familiar with the equipment, site and key staff.
- Provide first time fixes
- Remain polite, courteous and well presented

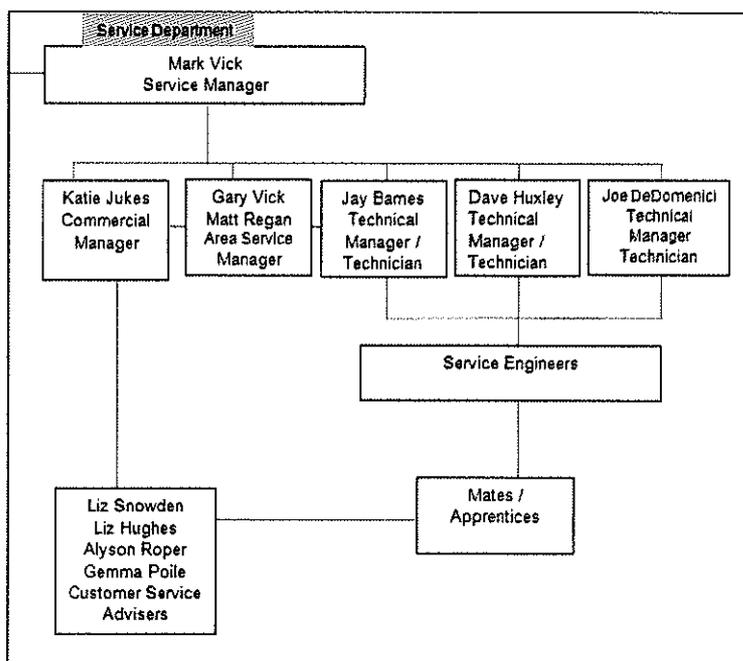
Our responsible engineers manage their own service routes according to what is most practical in order for them to attend each lift they are responsible for looking after. All engineers are measured daily, weekly and monthly and are aware of the Key Performance Indicators (KPI’s) we use for these purposes. Engineers also form a close knit bond with the CSA’s who will delegate breakdowns to them according to what is most practical.

The Engineers are further supported by our NVQ4 Technicians who will assist when needed and provide technical support and further work alongside them so that the knowledge is shared. The expertises of our technicians are wide reaching in terms of full lift and parts manufacturers. The Technicians have a vast knowledge span and work on various manufacturers each day. Furthermore, manufacture and technical training is regularly provided to our field base. We work with our supply chain to encourage continuous knowledge on lift designs, products and parts.

Their responsibilities include;

- Diagnose lift faults
- Support engineers in first time fix
- Mitigate intermittent faults

Service Department - Organisation Chart





All management, financial and administrative employees are employed to work at our offices, 4 Mulberry Court, Bourne Road, Crayford, Kent, DA1 4BF but have the facility to travel wherever necessary. All engineers and Technicians are based in the field and work in their designated geographical areas and routes. Please see on page 5, the geographical coverage of your designated engineers. We have a buddy system with all field staff meaning that all calls, annual leave and technical requirements are covered and met each day.

All of our employees comply to and work in accordance with all current relevant regulations and guidance such as HSAWA 1974, LOLER, PUWER, BSI, LEIA standards etc. They further work in accordance with our integrated management systems which are ISO 9001, ISO 14001 and OHSAS 18001 accredited by Liftcert / UKAS.

Planning Methodology

We will as the lift contractor mobilise and resource the necessary requirements in relation to management, administration, labour and material prior to commencement of the contract thus ensuring we are ready and able to commence fully in accordance with the requirements, demands and expectations of all parties. We have over 30 years' experience in providing the services required by Gateway.

Staffing, contract specifics, staff liaisons, health and safety, quality, suppliers, contingency plans, risks and KPI's along with all appropriate documentation are discussions of topic during initial contract meetings. From the moment the contract begins we will utilise data collected through our live ICT systems and present reports and records which support desired KPI and improvement initiatives.

Operational Set-up – Summary

We would administrate the contract through our Liftdata management system which records all PPM, reactive, repair visits and provides us with real time reporting. The Commercial Manager (your appointed key account manager) will allocate each lift with an individual ID number, input individual asset and contract actual information, meaning we have complete lift traceability, a great tool for performance monitoring. Liftdata is electronically linked to our engineers PDAs thus creating a perfect harmonisation of information and for the works being undertaken onsite. The PDAs further have GPRS to enhance our services and monitor safety.

PPM scheduled dates, reporting templates, point of contact details will all be actioned and imputed onto Liftdata and further communicated to Gateways Contract Administrator.

Field Operation Set-up - Summary

The Areas Service Manager (ASM) and identified service engineer/s will begin the field operation set up at Contract Commencement. The ASM and engineers will undergo a full site induction which will allow for client rules and procedures be fully understood. As part of the induction, we will encourage premise tours and site personnel meetings for familiarity purposes. The engineers are provided with the appropriate equipment, tools and training prior to any works undertaken.

Risk assessments will be carried out to each lift installation and this information would be held within the lift motor room on our lift log cards. During crucial first site visits all log card, stickers and keys will be provided. All auto-diallers will be diverted as necessary.

On the back of these first visits, current condition and a list of recommendations will be presented. Detailed reports, photographs and all relevant information will be sent to the client for consideration. The ASM and engineer will propose critical spare lists for the assets.

During the setup of the contract and in accordance with our risk assessment procedures, we would highlight all critical parts or components that would likely be necessary and that cannot be obtained at short notice. Within 3 months we would have a scheduled report in order to allow appropriate procurement of such items and obtain suitable levels of stock items identified.

Question 1 – Resources and management (10%)

Amalgamated Lifts Limited Quality Response



Mark Vick - Service Manager.

With over 30 years experience in the industry, Mark oversees the Service business with a wealth of knowledge. Mark is NEBOSH qualified and ensures that we are meeting our Quality, Environmental, Safety and Health standards. Managing the whole team and operations, he will measure KPI's to make sure the required levels are met and ensure that communication is constant and concise throughout the contract. Mark is available to attend meetings where required and is very proactive in making sure we deliver in accordance with specific contractual obligations and requirements.



Katie Jukes - Commercial Manager.

Katie first joined Amalgamated Lifts over 10 years ago and typifies our caring attitude displayed throughout the company. Katie will see the contract through from start to finish, from the administrative set up on commencement, using our 'Liftdata' management system, through to being a perfect client liaison to ensure contracts run seamlessly. Overseeing the Customer Service Advisers, Katie is always on hand to assist day to day management and check our KPI's, as well as attending regular client meetings.



Gary Vick - Area Service Manager's - Matt Regan

Joining AL in 1997 as an experienced and qualified engineer, Gary has progressed within the business. During the 20+ years within AL, Gary has spent time supervising the Tower Hamlets council lift portfolio and gone on to manage several high profile contracts of the same ilk, many including large volumes of lift units. Gary has earned a high level of respect from the engineers he manages and he always insists upon exacting standards. In contrast, Matt is relatively new to our business but similarly has over 20 years worth of experience in the industry. Matt's technical background gives him the expertise, along with Gary, to provide assistance to their CSA's in the office and support the engineers on site. The ASM's make sure that necessary tools are available for engineers to carry out their duties safely and professionally as part of their management responsibilities. Gary or Matt are on hand to provide full reports upon first visits and will assess the contract requirements to provide critical spares and component lists and manage the assets accordingly. ASM's will have hands-on management of the contract including attendance at regular meetings and KPI management.



Liz Hughes



Alyson Roper



Gemma Polle

Customer Service Advisers

Our CSA's are dedicated to providing a first class service to our clients. CSA's are the first point of call to report breakdowns to, they allocate jobs to engineers and assist with the pre-planned maintenance provisions. Liz, Alyson and Gemma are on hand for all daily communication requirements, including regular reporting. Each contract is designated to a specific CSA but they each make it their responsibility to be aware of all client requirements and have exceptional knowledge of unique expectations that need to be met. The systems knowledge that each possess ensures that all client portals are handled efficiently as well as reporting. The rapport Alyson, Gemma and Liz have with our team of engineers and ASM's enable a close working relationship providing the ability to get duties carried out timely and effectively. Gemma, Liz and Alyson are all trusted, loyal and hard-working members of the AL team and committed to caring for our clients and end users of the lifts.



Jay Barnes



Joe DeDomenici



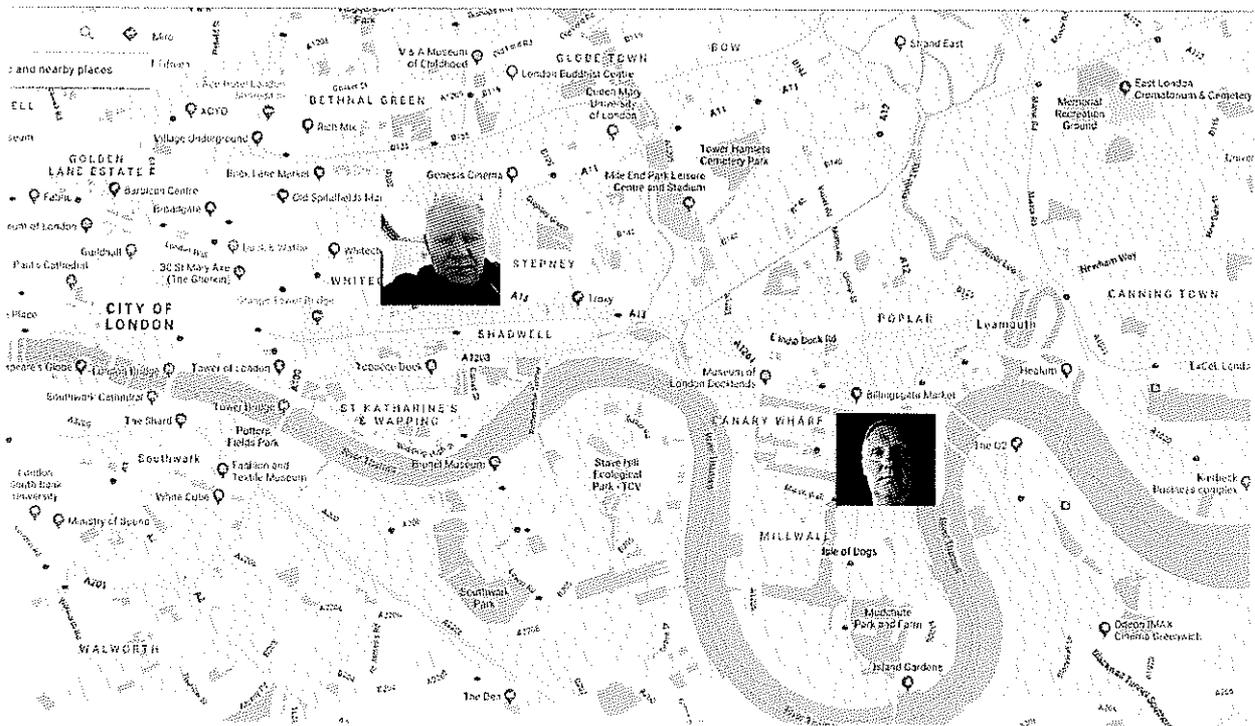
Dave Huxley

Technical Managers

Jay, Joe and Dave are all NVQ4 or equivalently qualified technicians that have expertise on all lifts between them. Cumulatively between them they have been part of the AL team for over 40 years and possess a vast array of knowledge. Dave joined us at the turn of the millennium and Jay followed within the same year. Joe added to the team 5 years ago. Not only do our Technical Managers know precisely the expectations and standards that we promise to deliver, they have also virtually seen it all throughout their time. As a strong independent company we maintain all types of lifts and what these Technical Managers do not know between them is not worth knowing! These key personnel are on hand to proactively diagnose faults on any repeated lift failures and provide solutions, assist the engineers when required and also follow through with our quality assurance to ensure engineers are meeting our high standards.



Our proposed Service Engineers and geographical areas would be;



Vince Ward

Vince has over 30 years knowledge in the lift industry and he has been keen to soak up knowledge over that time. Since joining us he has demonstrated 100% completion on his service route and achieves a First Time Fix over 85% of breakdowns attended, which includes lifts where parts are required.

The Tommy and Vince partnership:

With Tommy and Vince working in a close geographical area together they have on occasion assisted each other if complex jobs have required two man working. We are pleased to advise that not only have Tommy and Vince both been rewarded as part of our positive performance recognition scheme within the last 12 months, as a pair recently they were both awarded for their efforts outside of their day to day duties. The communication and attitude displayed as they provided assistance to residents whilst repairing a faulty lift was commended and demonstration of the values we look for in our employees.

We will proactively manage and arrange all works stated within the contract and will work collaboratively with Gateway to enable a smooth and transparent contract from the outset.



Tommy Mennear

Tommy has been a loyal, trusted and reliable member of our team for over 10 years with a vast array of knowledge on all range of lifts.

Tommy's service standards are second to none, achieving 100% of completion on his route every month and his maintenance and developed customer relations ensures breakdowns on his route are kept to a minimum.



Question 2 – ICT and Reporting. (10%)

Amalgamated Lifts Quality Response

We have a number of ICT systems which help support the management of our contracts. Each individual lift and its details are electronically input onto our management system – Liftdata, and gain a unique contract number (SC). This system enables us to have full traceability on all calls recorded against each lift, all parts ordered, all repairs completed, and all maintenance visits carried out. Additionally, this enables each engineer to update risk assessments for each lift and have visibility of any unique requirements. This current database is of File maker Pro 6 software and currently does not allow clients access, the reason being that we are able to export thorough and comprehensive reports that go above and beyond KPI requirements. We fully manage our data transfer and capture live information.

The dedicated CSA will be responsible for ensuring all the information is fed into our internal database and providing all necessary reports to the Gateway. Engineers that are specifically designated to the contract are all armed with a PDA and work alongside the CSA. Using this PDA they provide us with live information as they go about their business. This includes sending a signal to the office when they are travelling, on route to sites, their arrival times, what work they carry out on each individual site, when they complete the electronic job and obtain a signature from a representative on site to verify their attendance. This information is immediately fed back to the office and the CSA will pick up this data frequently throughout each day or immediately for jobs where information is urgently required. The data is automatically logged against each site by encrypted coding and technological filters. This system is used for all maintenance, breakdown and repairs correspondence both in and out of hours.

Please find on page 2 our electronic service sheet which is a great reflection of the information required in Appendix E. The Customer Service Adviser receives all engineers Job sheets once they have finished their visit on site. This Job sheet is processed by the Customer Service Adviser and can be set up to be emailed straight away to the nominated Contract Administrator. As well as electronic records, our engineers will sign and complete the lift log card which is kept within the lift installation motor rooms/ notice boards. The lift log card as with the electronic job sheets will clearly display the site address and lift ID. Our log cards are regularly refreshed to capture an oversight of the lift condition.

As part of our Amalgamated Quality Assurance (AQA) we also offer the option of 'video servicing'. This offers our clients complete transparency and gives a full in depth description with visuals of all work that is being undertaken as part of your contract.

CSA's can provide gateway with a selection of this data as required and all information is available verbally. We note the templates within Appendix 1- Reporting and can confirm we are fully able to confidently provide the information required. We export information from our systems to create spreadsheets and utilise graphs to collect and collate data such as PPM, Breakdowns, LOLER, Safed and repair records that are desired and support KPI and improvement initiatives.

We strongly believe that our own internal KPI's measure performance to maintain our Quality, Environmental performance, Safety and Health and can create bespoke reports to meet the requirements of Gateway in addition to the internal reports that we carry out, which include;

% of trap-ins attended to within time	% of call outs attended to within time	Service completion (Daily report sheet)
No. of callouts per month	Time lift is out of service / Call outs result in lift closure (due to parts/quotes)	First Time Fix rate
Supplementary Tests / LOLER reporting and turnaround time	Risk and Method Statements and Site Audit scoring	Asset performance / recommendations
Invoice completion and accuracy		

In addition to these reports we also run internal KPI's to assist the day to day management. These include;

- Daily Reports – Identifying working hours of each employee and summarising work carried out.
- Weekly Reports and Monthly Reports – At glance summaries of the Daily Report.



Question 2 – ICT and Reporting. (10%)

Amalgamated Lifts Quality Response

- Repeat Calls – If we identify a lift having recurring breakdowns information is fed to our Technicians and Managers to investigate further.
- Route mapping – Ensuring our engineers are completing the most ecologically efficient routes available.

The Service Manager will measure and analyse this data from these exports to ensure that we are meeting our standards. Utilising all of the information available enables us to identify trends and improvement areas, as well as allowing forecasting for future capital expenditure. Please see pages 3, 4 and 5 of this question, where we demonstrate information and KPI reports utilised for existing clients.

Digital Job Sheet

This sheet allows for the following to be recorded; Site Address, Service Contract unique reference number, Lift ID and client’s reference. This information forms part of our quality system, in that all calls and visits attended to are recorded against our in house management database system, LiftData.



Amalgamated Lifts
4 Mulberry Court, Bourne Road,
Crayford, Kent. DA1 4BF



Phone: 01322 556661 Fax: 01322 318193 E-mail: info@al-lifts.co.uk Web: www.al-lifts.co.uk

Site Address	Lift / Machine	Our Reference							
	Your Reference	Reason for Site Visit							
	<table border="1"> <thead> <tr> <th>Travel Duration</th> <th>Attendance at Site</th> <th>Finished at Site</th> <th>Duration On-Site</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Travel Duration	Attendance at Site	Finished at Site	Duration On-Site			
Travel Duration	Attendance at Site	Finished at Site	Duration On-Site						
Reported Fault (if applicable)									
Engineers Site Report									
<input type="checkbox"/> TRAP IN <input type="checkbox"/> This is a RETURN VISIT <input type="checkbox"/> Fault caused by MISUSE <input type="checkbox"/> NO FAULT FOUND – working on arrival <input type="checkbox"/> Parts Fitted (see below)		<input type="checkbox"/> PRIORITY WORK Required <input type="checkbox"/> TECHNICIAN Required <input type="checkbox"/> RETURN VISIT Required <input type="checkbox"/> PARTS Required							
Further Action Required / Recommendations									
Completion Checks / Sign Off									
Additional Assistance	The lift / machine has been left	SWITCHED OFF							
Log Card Signed		SWITCHED ON							
Auto Dialler Working	This job is ...	INCOMPLETE (further action – see above)							
Customer:	Engineer:	COMPLETE (no further action required)							



Question 2 – ICT and Reporting. (10%)

Amalgamated Lifts Quality Response

The engineer has to further explain in detail the works carried out (Site report), any faults found (Reported Fault) and notes whether further actions are required or recommended. The Job sheet also allows the engineer to select one of the following; Trap in, This is a Return Visit, Fault caused by Misuse and No Fault Found. On completion of the above he has to further sign and complete the following; has the log card been signed? Is the autodialler working? Has the lift been left in service? And has the job been completed?. The engineer has to complete each section, before he can close the job, meaning the client will always receive a full lift report. During our engineers visit, they will carry out monthly checks as per those identified in the specification.

Sample Reports

First Time Fix

Our ability to provide a first time fix is critical in ensuring we meet the expectations and demands of our customers whilst reducing our operating costs and ensuring that we can provide a cost effective and competitive maintenance service.

First Time fixes are our mantra. Not having these in place increases our costs and client dissatisfaction. We undertake the following initiatives to drive customer satisfaction;

- Investment – Lift cycle strategy
- Open information
- Lift First Aid kits

May 18	Number of Calls	1 st Time Fix	Engineers	More than 1 Visits
	804	95%	31	34

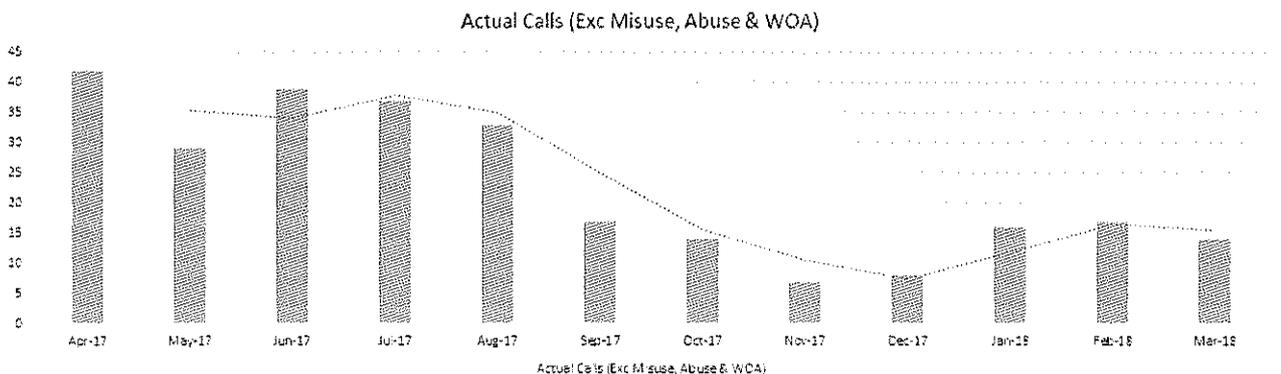
See above our first time fix rate achieved in May 18 which is based upon our 3000+ strong portfolio.

We would target the Gateway portfolio and provide each month their First Time Fix rates, as above and identify each engineers allocated to the contracts achievements.

Client Reports

These graphs are summary tabs detailing monthly Breakdown, Misuse and Working on Arrival calls attended. These figures are based on a 110+ Strong portfolio we currently maintain. We continue to reduce our call out rates.

Actual Calls (Exc Misuse, Abuse & WOA)											
Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18
42	29	39	37	33	17	14	7	8	16	17	14

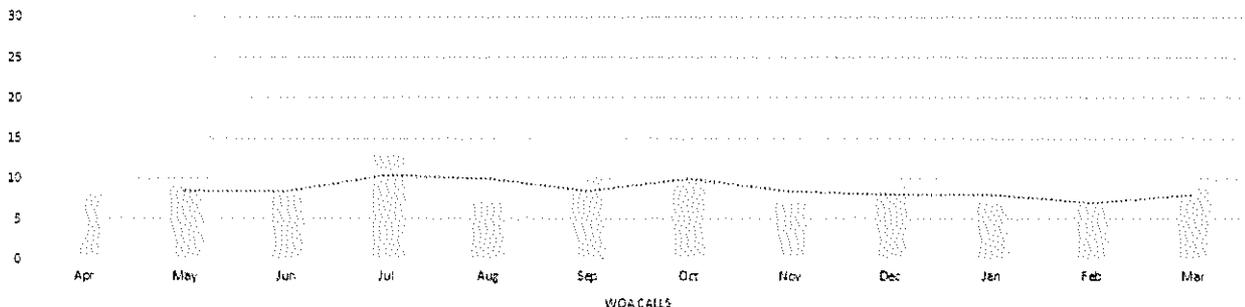




Question 2 – ICT and Reporting. (10%)
Amalgamated Lifts Quality Response

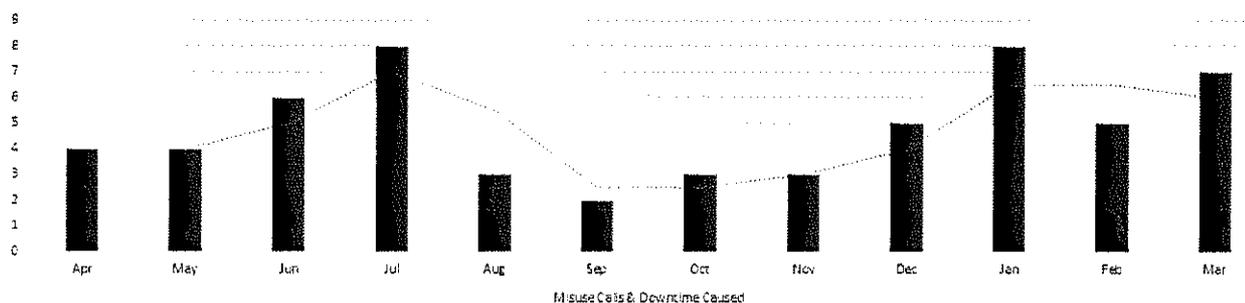
WOA CALLS											
Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
8	9	8	13	7	10	10	7	9	7	7	9

Working On Arrival Calls



4	4	6	8	3	2	3	3	5	8	5	7
0	13hrs	59hrs 52m	12hrs 20m	1hr 45m	5hrs 45m	4hrs 33m	10hrs	10hrs 10m	15hrs 17mins	34hrs	94hrs

Misuse Calls & Downtime Caused



This graph further demonstrates detailed monthly breakdowns where we record lift availability, as you can see we have achieved 99.77% lift availability this month.

CALL DATE	REPORTED VIA	AL REF	LIFT ID	SITE	DATE CALL LOGGED	TIME CALL LOGGED	ARRIVAL DATE	ARRIVAL TIME	NEWLON REF	ENGINEERS REPORT	CHARGES (incl booking VAT)	Lift Unavailability	Lift Fault
25/04/2018		BC278635	PASS 2		25/04/2018	11:27:36	25/04/2018	11:45:00	J10057	Attended site as requested following report of lift out of service. Engineer arrived on site to find that both lifts are Working and reset both lifts in service. Ran, tested & left lift in service. Call completed no further action required.	£0.00	N/A	WOA
25/04/2018		BC278653	PASS 2 RH		25/04/2018	15:32:21	25/04/2018	16:06:00	10533963	Attended site as requested following report of lift out of service. Engineer found lift running on manual. No faults found and lift in service. Ran, tested & left lift in service. Call completed no further action required.	£0.00	N/A	WOA
26/04/2018		BC278636	PASS		27/04/2018	07:51:03	26/04/2018	18:30:00	N/A	Attended site as requested following report of lift out of service. Engineer found lift over-runked top floor. Moved lift down, unable to clear error on faults. Lift left off for follow up. Lift lift out of service. Following report of lift out of service. Engineer arrived on site to find the lift out of service bare with the Zed and top floor stop switch in. In the job reset stop switch and to the controller found the board was showing fatal error, done a reset on the board lift reset then it went back in service also found Zed floor lock. Adjusted lock ran and reset lift back in service.	£0.00	26hrs	Actual
27/04/2018		BC278711	PASS		27/04/2018	10:33:56	27/04/2018	10:25:00	1105404	Attended site as requested following report of lift out of service. Engineer found safety edges false trip. New safety edges required. Left in service.	£0.00	N/A	Actual
27/04/2018		BC278716	PASS 4 RH		27/04/2018	12:00:58	27/04/2018	13:03:00	1134336	Attended site as requested following report of lift out of service. Engineer found safety edges false trip. New safety edges required. Left in service.	£0.00	2hrs	Actual

All Down Time	271	99.77%
Actual Down Time	230.00	99.72%

Calls
34
17



Question 2 – ICT and Reporting. (10%)
Amalgamated Lifts Quality Response

We further provide PPM visit dates.

Service Visits Completed

Contract No	Lift ID	Visits	May Visit	Jun Visit	Jul Visit	Aug Visit	Sep Visit	Oct Visit	Nov Visit	Dec Visit	Jan Visit	Feb Visit	Mar Visit	Apr Visit
SC307109	PASS 1	12	23-5-17	23-6-17	20-7-17	11-8-17	5-9-17	4-10-17	2-11-17	6-12-17	5-1-18	14-2-18	1-3-18	6-4-18
SC307110	PASS 2	12	2-6-17	23-6-17	20-7-17	11-8-17	5-9-17	5-10-17	3-11-17	6-12-17	5-1-18	14-2-18	1-3-18	6-4-18
SC307111	PASS 3	12	24-5-17	23-6-17	20-7-17	10-8-17	7-9-17	4-10-17	3-11-17	6-12-17	5-1-18	14-2-18	1-3-18	6-4-18
SC307112	PASS 4	12	23-5-17	14-6-17	21-6-17	20-7-17	10-8-17	4-10-17	3-11-17	6-12-17	5-1-18	14-2-18	1-3-18	6-4-18
SC307113	L/H PASS 1	12	5-5-17	5-6-17	27-7-17	3-8-17	8-9-17	23-10-17	17-11-17	14-12-17	23-1-18		29-3-18	5-4-17
SC307114	R/H PASS 2	12	23-5-17	5-6-17	11-7-17	3-8-17	21-9-17	23-10-17	17-11-17	14-12-17	23-1-18		29-3-18	5-4-17
SC307115	PASS	12	15-5-17	29-5-17	16-8-17	25-8-17	8-9-17	10-10-17	1-11-17	18-12-17	4-1-18	23-2-18	6-3-18	13-4-18
SC307116	EAST BLOCK L/H	12	6-6-17	28-6-17	25-7-17	10-8-17	12-9-17	17-10-17	15-11-17	20-12-17	12-1-18	15-2-18	16-3-18	27-4-17
SC307117	EAST BLOCK R/H	12	5-6-17	28-6-17	25-7-17	10-8-17	12-9-17	17-10-17	15-11-17	20-12-17	12-1-18	15-2-18	16-3-18	27-4-17
SC307118	WEST BLOCK L/H	12	5-6-17	27-6-17	3-8-17	21-8-17	12-9-17	17-10-17	15-11-17	20-12-17	12-1-18	15-2-18	16-3-18	27-4-17
SC307119	WEST BLOCK	12	5-6-17	27-6-17	25-7-17	21-8-17	12-9-17	17-10-17	15-11-17	20-12-17	12-1-18	15-2-18	16-3-18	27-4-17
SC307120	W BLOCK REAR	12	5-6-17	28-6-17	25-7-17	10-8-17	12-9-17	17-10-17	15-11-17	20-12-17	12-1-18	15-2-18	16-3-18	27-4-17
SC307121	PASS (BLOCK	12	5-6-17	10-7-17	27-7-17	22-8-17	6-9-17	17-10-17	2-11-17	8-12-17	24-1-18	26-2-18	6-3-18	16-4-18
SC307122	PASS (BLOCK	12	5-6-17	10-7-17	27-7-17	22-8-17	12-9-17	17-10-17	2-11-17	8-12-17	24-1-18	26-2-18	6-3-18	16-4-18
SC307123	L/H LIFT	12	31-5-17	3-7-17	25-7-17	17-8-17	8-9-17	5-10-17	1-11-17	6-12-17	3-1-18	2-2-18	9-3-18	27-4-17
SC307124	R/H PASS	12	14-5-17	3-7-17	25-7-17	17-8-17	8-9-17	9-10-17	1-11-17	6-12-17	3-1-18	2-2-18	5-3-18	27-4-17
SC307125	PASS	12	23-5-17	22-6-17	14-7-17	3-8-17	6-9-17	10-10-17	9-11-17	11-12-17	2-1-18	2-2-18	7-3-18	11-4-18

Client Shutdown

We further provide our clients with information on LOLER/Inspection reports.

Contract No	SITE	Next Insurance Report Due	Report Date	Received Date	Passed to Trisha	Back from Trisha	Engineer	POA	Due By	RETURNED	Log Ref	Notes
SC30709		31/07/2017	30/08/2017	30/08/2017	16/09/2017	30/08/2017		33/08/2017	33/08/2017	27/09/2017	RC0007	COMPLETED
SC30710		31/07/2017	30/08/2017	30/08/2017	16/09/2017	30/08/2017		34/08/2017	25/09/2017	05/10/2017	RC0008	COMPLETED
SC30710		31/07/2017	30/08/2017	30/08/2017	16/09/2017	30/08/2017		34/08/2017	30/09/2017	05/10/2017	RC0008	COMPLETED
SC30711		31/07/2017	30/08/2017	30/08/2017	16/09/2017	30/08/2017		33/08/2017	33/08/2017	17/09/2017	RC0009	COMPLETED
SC30715		01/11/2017	02/11/2017	06/11/2017	06/11/2017	30/11/2017		35/11/2017	35/11/2017		R05701	£300.00 Net + VAT
SC30715		31/07/2017	31/08/2017	22/08/2017	22/08/2017	31/08/2017		31/08/2017	31/08/2017	15/09/2017	RC0901	COMPLETED
SC30715		31/08/2017	24/08/2017	24/08/2017	24/08/2017	31/08/2017		24/08/2017	24/08/2017	15/09/2017	RC0901	COMPLETED
SC30717		31/07/2017	31/08/2017	31/08/2017	31/08/2017	31/08/2017		N/A	N/A	N/A	N/A	NO SERVICE ITEMS CLEAR REPORT
SC30718		24/09/2017										NO SERVICE ITEMS CLEAR REPORT

KPI Sample report

We further carry out client specific KPI reporting. See below a monthly report which caters to their KPI's.

Your Ref	Our Ref	Lift ID	Site Address	Engineers Report	Logged		Allocated to Engineer		Attended Site		Completed		Additional Works	All Works Completed	Charges
					Date	Time	Date	Time	Date	Time	Date	Time			
B-75368	EC206187			Attended site as requested following a report of the lift not working. On investigation our engineer found the GAL door gear in fault mode. This was reset and the lift then ran and tested. It checks its operation. It was also reported that the indicators were showing wrong floors so the processor connections were checked and all was found to be ok - suspect an incoming power supply caused the fault. Ran, tested & left lift in service. Call completed and no further action required.	05/06/2017	08:32:42	05/06/2017	08:34:30	06/06/2017	08:38:00	05/06/2017	10:20	N/A	05/06/2017	N/A
B175317	EC206220			Attended site as requested following a report that the lift was out of service. On investigation our engineer found the lift on the ground floor starting overloaded. The overload device was re-programmed and the lift then ran and tested to all floors to check its operation. No faults occurred whilst testing and the lift was left in service. Call completed and no further action required.	15/05/2017	14:33:52	15/05/2017	14:35:00	15/05/2017	16:34:00	16/05/2017	16:24	N/A	15/05/2017	N/A
CARETAKER - VERBAL TO WORK	EC206540			LOGGED RETROSPECTIVELY: Attended site as requested following report of the lift being out of service. Our engineer traced the fault to an obstruction in the car tracks which was preventing the doors from operating correctly. The obstruction was removed and the lift then ran and tested to check its operation. No faults occurred whilst testing and the lift was left in service. Call completed and no further action required.	28/06/2017	11:33:56	28/06/2017	11:34:16	29/06/2017	10:39:00	26/06/2017	10:40	N/A	26/06/2017	N/A

Report Summary:

This report covers a period of 30 days.
 There was 0 charge during this period.

KPI's for this period:	%
Percentage of trappings attended within 45 mins	N/A
Percentage of 2 hour calls attended to in time	100%
Percentage of 4 hour calls attended to in time	N/A
Percentage of repairs fixed during first visit	100%
Number of times a lift is out of service for more than 24hrs	0
Number of formal complaints generated by service provision and upheld by clients complaints process	0
Maximum number of times contractors progress report information is not received five days ahead of monthly meeting	0

Question 3 – Customer Service (10%)
Amalgamated Lifts Quality Response



Core Communication

Our working arrangement with Gateways in house team will be open, honest and transparent. Communication is a key strength of AL's and we would extend that team culture in order to form a collaborative partnership with Gateway. In line with the Gateway contract requirements we would encourage and attend monthly meetings with the contract administrator and team. These are a great tool and as mentioned in question two, it allows all those involved to summarise and see the contracts performance.

Daily communication will be upheld, our Customer Service Adviser, engineer and Contract Manager will provide Gateway with daily updates throughout the contract duration. On existing contracts, our Customer Servicer Adviser (CSA) completes a Daily Activity Report at the end of each working day. This details the days activity's in regards to Lift Breakdowns, Lifts Isolated and Lifts in Service and awaiting parts on order each day. All the categories have an anticipated completion date. This report can be provided and emailed to whoever requires it. This is a great tool which can support Gateway in keeping everyone up-to-date on daily occurrences. The Lifts which have had all outstanding works attended to will be removed from this daily activity report, along with a job sheet once the works have been completed.

The Customer Service Adviser receives all engineer Job sheets once they have finished their visit on site. This Job sheet is processed by the Customer Service Adviser and can be set up to be emailed straight away to the nominated Contract Administrator. However, we would suggest that job sheets would be best sent across with our Daily Activity Report email. This way all the daily activity is contained within one email. Please see page 4 – sample Daily Activity Report.

This information will reduce the need for Gateway to contact us and chase us up on current status as we will be providing them with all the required data and information necessary. This being a strong target for our contracts to achieve as we are the service provider and want to take this burden away from our clients. However, we are always available to discuss current status through our 24 Hour 365 days a week telephone line.

The values that our employees hold and that we 'care' are what set us apart from our competitors.

We encourage our employees to familiarise themselves with our clients, their properties and residents in order to create collaborative working. This is both onsite with the regular engineers and of course from the office perspective when liaising with our clients.

Having the one point of call within our organisation guarantees that Gateway can always obtain updates on situations and as an extension of our team we are happy to work in tandem and provide updates as and when we have them or they are required. Gateway will be provided with an email address for the relevant Customer Service Adviser and all management involved in the contract.

We further have a daily updating 'shutdown board' and list of 'incomplete calls'. Using these two reports we will communicate to residents where required and our extended new team at Gateway. Should we need to leave a lift out of service for a period of time, we would notify Gateway in the first instance. Internally we utilise these reports to be proactive with resolving outstanding issues by communication with engineers and arranging technical teams to attend where required. Additionally, these reports being reviewed daily provide us with reminders to chase parts or provide updates to our clients as necessary. The information is held on our central Liftdata system and is available for every employee to see.

Communication on site

Understanding and appreciating the requirements and demands of all residents is a critical element in allowing us to provide the best level of service at all times. Planned Preventative Maintenance visits will be scheduled



Question 3 – Customer Service (10%)

Amalgamated Lifts Quality Response

with the site representatives and residents appointed. We will telephone prior to attendance to ensure the visit is still convenient. If for any reason we are unable to gain access to site, then we will try to arrange an alternative time and date that is suitable.

Should we encounter site access issues twice within the same month, we will contact the Contract Administrator for assistance. If we encounter sites with no occupants or responses to facilitate attendance then we would again discuss this with the Contact Administrator. We would do carry these out with the ethos of achieving 100% PPM visit completions on time and within the timescales stated.

When we telephone and arrange appointments with residents we take into account the following;

- Building design – Outreach locations, Parking, Wheelchair access
- Service delivery – home visits, internet resources, hours, location of outreach, poverty indicators, existing services or the lack of them.
- Safeguarding – protecting our employees, those of the public etc.

Good manners, politeness and people skills are a prerequisite with caretakers, residents and visitors ensuring that their work can be carried out with the minimum disruption as part of the community.

If the engineer attends site to fix a problem and is unable to return any lift back to service, the engineer will leave the lift in a safe condition with clearly displayed signs. This is to reassure the residents we are aware of the lift isolation and are working hard to return the lift back to service as soon as possible. The engineer also has to complete his digital job sheet which requests a signature from site personnel. In this instance we would encourage the engineer to explain the works that are required and/or have been completed to reinstate the lift.

The Contract Administrator will receive all job sheets accompanied with a detailed daily activity report email explaining the current status of the lift portfolio.

Resident Involvement and Consultation

Amalgamated Lifts will support resident involvement throughout the contract. Residents are able to contact us daily through our 24/7 telephone number. They will speak with our Customer Service Adviser who will be able to provide the latest updates and answer their queries instantly. On site engineers are encouraged to communicate verbally what they have done, but they will also leave a record of their visit and detail the works carried out within the log card.

We actively consider and monitor the needs of all individuals. We take into account the following when communicating;

- Information in other formats, tapes, signing, Minicom, Braille, Plain English, minority/community languages, interpreters, publicity

Complete access to all AL employees from the Managing Director to our engineers is provided and available. Constant and transparent communication is encouraged and demanded.

Liftdata System

All Servicing, Repairs, LOLER and Breakdown data is recorded and kept on our in-house 'live' management database system Liftdata. This information is used to support Key Performance Indicators, contract requirements and demonstrate our service levels. All information received from Gateway will be put against



Question 3 – Customer Service (10%)
Amalgamated Lifts Quality Response

each individual lift asset on Liftdata as this will enable our personnel, engineers, Customer Service Advisors to adhere to contract requirements instantly from mobilisation. This information is also harmonised with engineers PDA's. Client order numbers, instructions and data will be recorded and integrated with our in-house quality processes and procedures.

Amalgamated Lifts recognises the importance of the Data Protection Act and will provide Gateway detailed information on data sharing and transfer activity between all systems. Should we encounter any unscheduled downtime, then Gateway can be rest-assured that our servers are backed up and data will not be lost. Only those authorised personnel will have access to Gateway information stored on Liftdata. All data recorded on our database will be utilised and exported as reports, which will be brought to client meetings to discuss the current portfolios performance.

To reiterate we have over 30 years' experience providing the services required by Gateway and maintain a number of lifts within the social housing environment. To name a few we currently maintain lifts for the following;

Princes Community Housing	Bloom Housing	Family Mosaic	West Kent Housing Association
Shepherds Bush Housing Association	Catalyst Housing	Watford Community Housing Trust	Mount Green Housing Association
First Port	Sheldons Housing Association Ltd	Thurrock Council (Housing)	Croydon Unitarian Housing Association Ltd

Our levels of maintenance and care do not vary across our portfolio and we always demand the highest of standards and are appreciative of all our clients' clients.

Exceeding Client Satisfaction - Housing Case Studies

Case Study 1

We like to exceed client expectations and to cite a recent example of that, recently we attended a faulty lift within an housing association to be greeted with a disabled person unable to get to his first floor apartment. Upon initial investigation our engineer quickly identified that a part was required. As the lift was of an age where it was not easy to source replicable parts, our engineer made some enquiries and was able to locate a compatible solution from our supplier database that could be delivered within 24 hours. Whilst this offered a partially quicker fix, our engineer took it upon himself to offer a full solution for the disabled gentleman. He assisted the resident upstairs to his apartment and made his way as quickly as possible to our supplier, which was an hour and a half away, arranging for the part to be ready for collection on his arrival. The part was collected, driven back to site directly and fitted, all in time for the same gentleman to make it out for his lunch date and full of praise. This was an engineer acting naturally and fully taking sole responsibility in a situation where they could improve lives. This example also demonstrates the reliable supplier base that we have formed during our 30 years in the industry.

Case Study 2

We have invited groups of residents, along with the client representatives to our meetings to discuss lift performance and gain their opinions on what we are doing right, how we can improve, which lifts within the asset register seem to be causing issues, etc. These enabled us to have an open and transparent discussion, where we as the lift provider were able to inform them of the service they have received and also enabled us to discuss and explain any issues raised. This was also a great incentive for the residents as it allowed them to have a say, and be involved.

Question 3 – Customer Service (10%)
Amalgamated Lifts Quality Response



DAILY ACTIVITY REPORT

Below is a sample daily activity report which we send across to our clients each day. This is something we would extend to Gateway.

LIFT BREAKDOWNS CALLED IN TODAY

AL REF	LIFT ID	SITE	REPORTED PROBLEM	STATUS	COMPLETION DATE
BCxxxx	78NX2624	Address xxxx	LIFT NOT RESPONDING	LIFT RETURNED TO SERVICE THE SAME NIGHT	29/08/2017
BCxxxx	78ND7878	Address xxxx	LIFT STUCK ON 3RD FLOOR	LIFT RETURNED TO SERVICE	30/08/2017

LIFTS ISOLATED

AL REF	LIFT ID	SITE	STATUS	DATE ISOLATED	ANTICIPATED COMPLETION DATE
BCxxxx	X2710	Address xxxx	LIFT WENT OUT OF SERVICE ON SERVICE VISIT – NEW BATTERIES TO BE FITTED 31/08/2017	30/08/2017	31/08/2017

LIFTS IN SERVICE - WITH PARTS ON ORDER

AL REF	LIFT ID	SITE	STATUS	DATE PARTS ORDERED	ANTICIPATED COMPLETION DATE
BCxxxx	10X LIFTS	Address xxxx	SUPPLY AND FIT NEW SIM CARD - 4 COMPLETED	30/08/2017	31/08/2017
BCxxxx	78ND9585	Address xxxx	DOORS OPENING AND CLOSING - BATTERIES REQUIRED	30/08/2017	31/08/2017



Question 4 – Health & Safety (10%)
Amalgamated Lifts Quality Response

We are BS EN, ISO9001, ISO14001 and OHSAS 18001 UKAS accredited by LiftCert, who ensure that we work and comply with Design, Supply, Installation, Test, Service and Refurbishment of Lifts to this high standard. We are regularly audited by LiftCert, our certification body and engage external auditors to ensure we are upholding our standards and working to current legislation.

We comply to and work in accordance with all current relevant regulations and guidance such as HSAWA 1974, LOLER, PUWER, BSI, LEIA standards etc. We are further approved by SafeContractor; Safety schemes in procurement and hold H&S policies and practices.

Having these management systems in place and having access to these organisations only offer beneficial outcomes in respect of residents and the service we supply.

All engineering staff across the company are provided with H&S Training, equipment, PPE and knowledge prior to works. We only employ those who can demonstrate their competency of works. As part of our integrated management system, we complete risk profiles across the entire business. These have helped create and identify the risks within our business. All training provided have been a result of these risk profiles highlighting areas we need to invest in to ensure we are providing our employees with the safest measures and information in order to carry out their daily tasks safely, therefore being able to create safe environments for Gateway personnel and their residents.

Engineers are aware and reminded of theirs and others Health and Safety through Safety Bulletins, Toolbox Talks, Audits and Training. We provide mandatory Health and Safety training in certain areas, such as Asbestos Awareness, Working at Height, Manual Handling, Lone working etc. We further provide SMSTS, SSSTS, IOSH, and First Aid where applicable. We operate a Training Matrix that is used for every single employee in the company, office and field based and ensures that we are capturing renewal dates for each specific training area where required. This also allows us to record what internal training, even informal, that personnel have had so that we can refer to areas where they could brush up and have had training on as well as training from our suppliers. See page 3 - a snapshot of our Training Matrix.

All of our engineers are encouraged to report any Health and Safety concerns, whether they witness another employee not following our procedures or find themselves in need of advice. Our on-site log cards are designed as such so that engineers have to carry out regular reviews of any changing risks on each and every site, with any changes identified to our office immediately. Where necessary these are reported to clients and appropriate notices placed in visible areas for members of the public who may be affected.

We provide all employees with up to date Control of Substances Hazardous to Health (COSHH) data sheets and risk assessments. As part of this process we also monitor all COSHH equipment being used and only approved substances are available for use. We always seek to update the equipment used to safer and more environmentally friendly products as soon as we identify their availability.

All engineers will check the asbestos registers onsite and report any unidentified findings to Gateway in the first instance.

We have generic Risk Assessments for all duties being performed and identify all areas that should be assessed prior to carrying out safe working. These are available for viewing and we consider all necessary spectrums of people and situations in each instance when updating assessments to be site specific.

We carry out initial first visits which include site specific risk assessments and method statements. We ensure onsite activity is in line with current practices by carrying out ad-hoc inspections, obtaining site feedback and regular monitoring. These audits / inspections look at several Quality, Health, Safety and Environmental aspects. See page 2- Site Audit template.

We understand that signing in and out of the building with security and making appointments are critical for the Health, Safety and wellbeing of all. Should we encounter a breakdown during in hours, or an entrapment



Question 4 – Health & Safety (10%)
Amalgamated Lifts Quality Response

then Gateway can rest assured that our NVQ3 engineer will not only meet the response times, but he will work as safely and efficiently to get the lift back to service.

The main risks to users of passenger lifts arise when the lift is out of service or being attended to by an engineer. Our engineers carry out step by step safety precautions to ensure these potential risks are negated.

During their visits, the engineer will make sure that all areas and landings they are working in are clear and free from any obstructions. I.e. tools, rubbish. The engineer will also ensure that all doors and unauthorised access areas are left securely locked. Furthermore the engineer will utilise safety barriers to prevent unwanted falls and work within a designated safe space. During his works he will place out of order signs to ensure no passenger uses the lifts as mentioned.

Our engineers will always be well presented, polite and approachable. Induction training and reminders are given to our employees in regards to their behaviour, company procedures, and standards.

We are proud of our top down Quality, Environmental, Safety and Health management set up. Each director has carried out director responsibilities training and we have several in house qualified IOSH personnel as well as senior management carrying NEBOSH and SMSTS qualifications. Senior management are directly responsible for writing our Integrated Management System policies and ensuring that we are fulfilling all of our work processes under these guidelines.

This assurance is met by the continual auditing of standards, and regular meetings that are carried out monthly to evaluate KPI's and monitor client feedback. Our Amalgamated Quality Assurance for the business is something we believe is unique to the industry and ensures that we are meeting our standards which are set over and above client expectations.

Site Audit
 Amalgamated Lifts



Client		SC	RC	CC	Date
Site					Ref:
Duration	Site completed	Abortive visit	Visit No.	No. of pages	04

Previous inspection review				
Ongoing Activities				Performance
				A
				B
				C

Health, Safety and Welfare					
1	Documentation (Gen)	7	Fire safety	13	Welfare
2	RA/MS	8	Housekeeping	14	First Aid
3	Training/Induction	9	Access/egress	15	PPE
4	Ground works	10	Traffic management	16	COSHH
5	Services	11	Security/public protection	17	Mechanical Lifting
6	Asbestos	12	Demolition	18	Manual handling
				19	Noise / vibration
				20	Work equipment / plant
				21	Scaffold/access equip.
				22	Work at height
				23	Environment
				24	Other

Environment					
1	Documentation	4	Water contamination	7	Storage
2	Air pollution	5	Water consumption	8	Travel / transport
3	Land contamination	6	Energy consumption	9	Waste management
				10	Emergency preparedness
				11	Ecology related issues
				12	Other

A	Uncontrolled hazardous situation	B	Breach of legislation	C	General poor practice	✓	Comment
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Item	Comments	Actions
1	F10 Notification	Insurance Certificate
	H&S Law Poster	Construction Phase Plan (CPP)
	Attendance Register	Site Rules
	H&S Information Posters / Guidance	Site Layout / Fire Plan
	Construction Environment Plan	Aspect / impacts Register
2		

Question 4 – Health & Safety (10%) Amalgamated Lifts Quality Response



Sample Training Matrix AL Lifts

Directors		Qualifications	Directors Health and safety	Internal Training / H.S.E and IWS System	Asbestos Awareness	Essential	Desirable
Construction Director	Daniel xxxx	International Business Modern Languages / Lift engineering	IOSH Directing Safety / SMSTS		Aug-18		

Management		Qualifications	Asbestos Awareness	First Aid	IWS System	QTD Management	Internal Training / H.S.E and IWS	CSCS
Contract Surveyor	Steve xxxx	City and guilds Cad / Lee Learning distance	Aug-17			SMSTS		
Service Manager	Mark xxxx	City and Guilds electrical engineer		N/A		NEBOSH Cert		NA

Engineers		NVQ 3 - Engineering Maintenance (Engineering Maintenance (Lift Repair) Installation and Commissioning or equivalent)	NVQ 4 Performing and testing (Tasking) or equivalent	Asbestos Awareness	Natural Handling	Working at Height	First Aid Training	Internal Training / H.S.E and IWS	CSCS
Repairs Engineer	Matt xxxx	2015		Dec-19	Aug-20	Aug-20	Oct-19		2020
Service Engineer	Paul xxxx	2012		Dec-19	Aug-20	Aug-20	01-Oct-18		NA
Construction Engineer	James xxxx	2018		Dec-19	Dec-21	Dec-21	2019		2021

	Trained
Review	Review/next meeting

Risk Assessment Sample Template.

RISK ASSESSMENT / METHOD STATEMENT

1.00 General Information			
Site	All sites		
Client / Principal Contractor			
Works Description	Lift Servicing		
Commencement	Duration	Monthly Visits	
Issue/Revision/Pages	Reference		
RAMS Date	Review	As work proceeds	
Responsible Person	Contact	01322 556 661	
Signature	Position		
Revision details	First issue (no revisions)		
2.00 Resources			
Labour	Engineer		
Plant and Equipment	Small hand tools, cleaning equipment (Brooms / Rag), Multimeters		
PPE / RPE	Head Protection EN 397	AR	Protective footwear EN 344
	Eye protection EN 166 F	AR	Hearing protection (min SNR 23 dB)
	Eye protection EN 166 B	AR	Muffs EN 352-1 Plugs EN 352-2
	Cotton overalls	AR	Gloves (General use) EN 420
	Hi-Vis clothing EN 471	AR	RPE FFP 3 (Face-fit tested)
	Electricians Gloves	AR	Do not Stop
	First Aid Kit	✓	
Materials	Rag / WD40 / Oil		
3.00 Supervision			
On site	Engineer	Contact	Gary Vick
Visiting		Contact	01322 556 661
4.00 Monitoring and Inspection			
Internal	Through engineer on site and visiting Operations Manager.		
External	Not applicable		
General	Initial survey and RAMS evaluation at site level to ensure current and relevant (Internal).		
5.00 Training			
Internal	Engineers to NVQ Level 3 (Lift engineering) Verbal induction training between Engineers (sign-off RAMS). Asbestos awareness training Manual handling training Work at height training		
External	External SHEQ are full members of IOSH, IIRSM, IIA and APS		
6.00 Welfare and First Aid			
On site only	First aid kits (relevant to number of persons) shall be provided and maintained. Note: Report to Field Operations Manager if facilities do not comply.		
7.00 Statutory Registers, Equipment Testing and Inspection			
Registers	We shall maintain equipment inspection registers for the equipment selected for the works.		
Testing	PAT of electrical equipment where used. Thorough examination of lifting equipment (including lift car and accessories).		
Inspection	Operatives shall visually inspect work equipment prior to use and at regular intervals. Defective equipment will be removed from use.		
8.00 Hazards and significant risk			

Risk Assessments (Risk rating is residual following implementation of controls – see section 9.00)	At risk					
	A	General Operatives	B	Public / visitors	C	Other site staff
	Hazards					
	A	Falling from height (Car, Ladders & Platforms)	A	<5	M	M
	B	Manually handling of materials etc.	A	<5	L	M
	C	Struck by moving (Car or Counter weight)	A&B	<5	M	M
	D	Entanglement in machinery	A	<5	L	M
	E	Contact electricity (Live Working)	A	<5	L	M
	F	Slips, trips and falls	A	<5	L	L
	G	Contact (small hand tools & Power Tools)	A	<5	L	L
H	Weather conditions	A	<5	L	L	
I	Ejection of materials	A	<5	L	L	
J	Outbreak of fire	A	<5	L	L	
K	Exposure to dust	A	<5	L	L	
L	Exposure to fumes (C.O.S.H)	A	<5	L	M	
M	Danger of falling from Ladders	A&B	<5	L	M	
N	Biological (Effluent or Symgas)	A	<5	L	M	
O	Physical / Verbal abuse	A	<5	L	M	
Risk Reasoning	Likelihood (L)			Severity (S)		
	High (H)	likely to occur	High (H)	Fatality or long-term injury		
	Medium (M)	may occur	Medium (M)	serious or over 3 day injury		
Risk Rating Matrix	Likelihood		Severity			
	High	High	Medium	Low	Medium	Low
	Medium	High	Medium	Low	Medium	Low
	Low	High	Medium	Low	Medium	Low
COSHH Assessments	See attached COSHH Assessments					
Lifting Plan	N/A					
9.00 Method of Works (risk control including Sequencing)						
General						
Hazard Controls						
Hazard A: Falling from height						
Ensure that the Car Tops are fitted with a Safety Barrier. If safety barriers are not fitted, then carry out all works at the lowest level possible and quote the client.						
All access ladders should be fitted with safety hoops. If safety hoops are not fitted then report so that we can quote the client.						
Should any works require the use of a ladder then engineers are reminded of their Working at Height training and regular toolbox talks.						
Hazard B: Manually handling materials etc.						
Engineers are reminded of their Manual handling training and encouraged to carry out dynamic risk assessments.						

SECTION 8

MINUTES OF PRE-CONTRACT MEETING DATED 27 FEBRUARY 2018

Minutes of Pre-Contract Meeting



Gateway Housing Association - Term Maintenance Contract – Passenger Lifts
Held on Wednesday, 27 February 2019 at 10.00 am
Venue: Gateway Housing Association Housing Offices at Mile End Road

Present	Email Address
Mr E Ehiorobo, Gateway Housing	Edward.Ehiorobo@gatewayhousing.org.uk
Mr J Gilbert, Gateway Housing	john.gilbert@gatewayhousing.org.uk
Ms N Kurakina, Gateway Housing	natalya.kurakina@gatewayhousing.org.uk
Mr S Smith, Amalgamated Lifts	Simon@al-lifts.co.uk
Mr M Vick, Amalgamated Lifts	M.vick@al-lifts.co.uk
Mr G Barber, calfordseaden LLP	gbarber@calfordseaden.com
Mr S Gray, calfordseaden LLP	sgray@calfordseaden.com
Apologies	
None	
Copies to those present	

Action

1. INTRODUCTIONS

1.1 All parties were introduced to the meeting.

2. QUERIES - ITT DOCUMENTS

2.1 Amalgamated Lifts confirmed that they did not have any queries in relation to the ITT Document.

3. AWARD OF CONTRACT

3.1 Gateway Housing Association confirmed that all necessary internal approvals have been provided and they are in a position to enter into Contract with Amalgamated Lifts.

3.2 Gateway confirmed that the Contract Documents must be prepared and signed by both parties prior to the start date. See also Section 16 of Minutes.

4. DRAFT CONTRACT INSTRUCTION NUMBER ONE

4.1 The list of Passenger Lifts to be included on Contract has still to be finalised.

4.2 In particular, Gateway to check whether Mosque Tower is to go on Contract as of the 01 April.

Gateway

4.3 When the data in 4.1 and 4.2 above has been finalised, calfordseaden to draft CI for Gateway to issue as Contract Administrator.

CS / Gateway

5. CONTRACT START DATE

5.1 It was confirmed that the Contract Start Date would be 01 April 2019.

Action

6. CONTACT SCHEDULE – AMALGAMATED LIFTS

- 6.1 Amalgamated Lifts to issue a Schedule with all key contact information.
- 6.2 Amalgamated Lifts confirmed at the meeting that the Area Service Manager is Matthew Reagan and there will also be dedicated Contract Administrator.
- 6.3 Amalgamated Lifts to forward Schedule of Contacts and this will also include their escalation process and also 24 hours out of hours service details. **AL**

7. CONTACT SCHEDULE – GATEWAY (CONTRACT ADMINISTRATOR)

- 7.1 Gateway set out the structure within their Property Services Team at the meeting and confirmed that John Gilbert would be the main point of contact for day-to-day matters and he would be supported by Natalya Kurakina in relation to admin support.
- 7.2 Gateway also confirmed that works orders for repairs would be issued by their DLO, Home Works.
- 7.3 Gateway also confirmed that they were due to appoint a new out of hours Service Provider and these should be in place during March 2019.

8. CONTACT SCHEDULE – CALFORDSEADEN

- 8.1 It was confirmed at the meeting that Grant Barber would be the main point of contact for calfordseaden.
- 8.2 It was confirmed that calfordseaden's role was to provide both technical and commercial support to Gateway for the various M&E Service Contracts in place.

9. SITE BASED CONTACTS AND KEYS FOR ACCESS

- 9.1 Gateway will provide for their Sheltered Schemes a Contact Schedule and also door codes and access arrangements to Gerda Keys for out of hours.
- 9.2 Gateway confirmed that for general rented properties drop keys and fobs/keys were the main means of access to both the main entrance doors and lift machine rooms. Schedule of details to be provided. **Gateway**
- 9.3 A discussion took place concerning Sheltered Schemes and it was noted that it was not necessary to notify Scheme Co-ordinators in relation to the monthly service visits.

10. INVOICING AND PAYMENTS – PROCESS

- 10.1 Gateway to provide a template with codes for all of the fixed cost elements so that these can be provided with a single monthly invoice. **Gateway**
- 10.2 It was confirmed that an application for payment process would be utilised for chargeable works on a monthly basis. Gateway to provide template with codes. **Gateway**

Action

- 10.3 Gateway confirmed that there is a specific email address for invoices and this will be provided within the data covered under Section 7 of the minutes.
- 10.4 It was confirmed at the meeting that for Orders raised for repairs, there is a self-authorising limit of £250,000 inclusive of VAT.
11. **GATEWAY – SUPPLIER INFORMATION**
- 11.1 Gateway to provide to Amalgamated Lifts details of their new Supplier Form and this needs to be completed prior to Contract commencement. **Gateway / AL**
12. **CHARGEABLE WORKS - PROCESS**
- 12.1 Where the value of works requires additional instructions, requests are to go to John Gilbert with a copy to Natalya Kurakina and also the Asset Management generic email address. This would be generally for quoted or vandalism related works.
13. **AMALGAMATED LIFTS**
- 13.1 Amalgamated Lifts to forward through a Schedule which covers the details of engineers, DBS check confirmation, details of Asbestos Awareness Training, together with copies of their generic Risk Assessments and Method Statement. **AL**
14. **LOLER REPORTS – PROCESS**
- 14.1 Gateway confirmed that BES are appointed as their competent person undertaking Thorough Examination Reports as required by LOLER.
- 14.2 Amalgamated Lifts to confirm dedicated email address for the issuing of completed Thorough Examination Reports. **AL**
- 14.3 It was noted that the closing down process for defects was as set out in the ITT Documents. This will be either completing Contract works within a defined time period or issuing of a quotation within a defined time period.
- 14.4 Gateway advised that most Thorough Examination Reports are completed in February each year and they are to review the status of defects and the closing down by the incumbent Lift Maintenance Contractor. **Gateway**
15. **REPORTING – CALL-OUTS, PPM AND LOLER**
- 15.1 It was noted that completion dates need to be provided via the Active H portal to allow for reporting to be provided through Gateway's software, Active H. Gateway will provide a training session in relation to this. **Gateway.**
- 15.2 Amalgamated Lifts were advised of reporting requirements as set out in the ITT Document. These cover repairs, servicing, supplementary testing and closing off Thorough Examination Report Defects.

Action

16. CONTRACT DOCUMENTS

16.1 calfordseaden to prepare Contract Documents for signing by both parties.

16.2 The Contract Documents will initially be issued to Amalgamated Lifts for signing week commencing 04 March 2019.

CS

17. HEALTH & SAFETY

17.1 Gateway advised that as the works did not involve access to individual properties they would not at this stage issue any "At Risk" data to Amalgamated Lifts.

18. ASBESTOS REGISTERS

18.1 Gateway advised that Asbestos Registers would be available to Amalgamated Lifts via a dropbox arrangement.

Gateway

19. FREQUENCY AND DATES OF PROGRESS MEETINGS

19.1 It was agreed that for the first quarter that meetings would be held monthly and this would be for April, May and June 2019. Gateway to confirm date of initial meeting.

Gateway

19.2 Following this meetings will revert to a quarterly basis.

20. ANY OTHER BUSINESS

20.1 Amalgamated Lifts confirmed that all engineers had photo ID badges. However, they are interested in Gateway's proposals to have Gateway IDs.

AL /
Gateway

20.2 Gateway confirmed they were having an Open Day for new Contractors in April. Time and date to be confirmed.

Gateway

Following on from this will be an Active H Training Session.

20.3 Gateway confirmed that they will be looking at various means of communication with Residents to advise them of the new Lift Maintenance Contractor for Passenger Lifts; noticeboards, newsletters, etc.

20.4 Gateway confirmed that parking is available at the majority of Sheltered Schemes. Amalgamated Lifts to provide details of make, models and registrations for vehicles. Gateway then to notify parking company.

AL /
Gateway

20.5 Amalgamated Lifts queried whether there are any particular problem lifts. Gateway confirmed that there were not, but they would identify and provide historical trend reporting relating to breakdowns.

Gateway

20.6 Autodiallers: The reprogramming of autodiallers was discussed and initially non-sheltered schemes are going to be identified and prioritised in terms of reprogramming. Amalgamated Lifts advised that it was likely to take a 2 week period to complete the programming.

Gateway

Action

A discussion also took place concerning where there is not a 'live' phone line. Where this is identified at the first service visit, Amalgamated to provide quotations for GSM units.

AL

- 20.7 Supplementary Testing: Anniversary dates to be provided to Amalgamated Lifts. **Gateway**
- 20.8 Amalgamated Lifts confirmed that electronic reports were issued for all service and repair visits. Gateway to confirm email address so that they can receive these. **Gateway**