

**Contract Document**  
**Term Maintenance Contract**

**Domestic Lifts**

**For and on behalf of**

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

L060274S/A1\_12/0142 February 2019

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

**calfordseaden.co.uk**

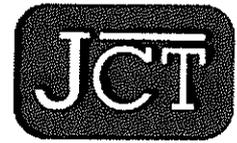
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**SECTION 1**

**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](http://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)<sup>(1)</sup>

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

**And**            **The Contractor** Wessex Lift Co Ltd

(Company No. 1269836)<sup>(1)</sup>

whose registered office is at Bessemer Road, Welwyn Garden City, Herts. AL7 1ET

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<sup>(1)</sup> 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<sup>[3]</sup>**

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.

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<sup>[3]</sup> 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<sup>(4)</sup>:

See Refer to Invitation to Tender Document.

### 2 Supplemental Provisions<sup>(5)</sup>

(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

<sup>(4)</sup> 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.

<sup>(5)</sup> 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 Ehiorobo

Contractor's nominee

Craig Pilkington

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

**3 Contract Period<sup>[6]</sup>**

(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.)<sup>[7]</sup>*

\* 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

<sup>[6]</sup> The period is envisaged as normally being at least one year.

<sup>[7]</sup> 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].



·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	<u>Refer to Invitation to Tender Document</u> per cent
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Overheads and profit on Plant, Services and Consumable Stores	<u>Refer to Invitation to Tender Document</u> per cent
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Overheads and profit on Sub-Contractors	<u>Refer to Invitation to Tender Document</u> 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 <i>(Not applicable where an inclusive rate for such overtime is included in the Schedule of Hourly Charges)</i>	<u>Refer to ITT Document.</u> per cent
---	--

**15 Insurance**

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

·1 Contractor's Public Liability insurance: injury to persons or property - the required level of cover is not less than	<u>£10,000,000.00</u> for any one occurrence or series of occurrences arising out of one event
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·2 Percentage to cover professional fees <i>(If no other percentage is stated, it shall be 15 per cent.)</i>	<u>15</u> per cent
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- 3 Insurance of existing structures - clause 6-7A-1<sup>[11]</sup> \* 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<sup>[12]</sup>**

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)<sup>[13]</sup>  
*(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<sup>[14]</sup>~~
- \* ~~Association of Independent Construction Adjudicators<sup>[15]</sup>~~
- \* ~~Chartered Institute of Arbitrators~~

**Arbitration<sup>[16]</sup>**

Not applicable.

<sup>[11]</sup> 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.

<sup>[12]</sup> 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.

<sup>[14]</sup> constructionadjudicators.com is a trading name of Contractors Legal Grp Ltd.

<sup>[13]</sup> Delete all but one of the nominating bodies asterisked.

<sup>[15]</sup> 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.

<sup>[16]</sup> 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 <b>clause 9.2</b> 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 <b>Contract Particulars (item 12.1)</b> (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 <b>clause 6.6</b> .
Arbitrator:	an individual appointed under <b>clause 9.4</b> as the Arbitrator.
Article:	an article in the <b>Agreement</b> .
BIM Protocol:	(where applicable) the document identified as such in the <b>Contract Particulars (item 5)</b> .
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 <b>Contract Particulars (item 15.3)</b> .
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 <b>Article 3</b> or any successor nominated or otherwise agreed under <b>clause 3.10</b> .
Contract Area:	see the <b>First Recital</b> .
Contract Documents:	the Agreement, these Conditions, the Schedule of Rates and (where applicable) the BIM Protocol.
Contract Particulars:	the particulars in the <b>Agreement</b> and there described as such, as completed by the Parties.
Contract Period:	subject to clause 7.1, the period stated in the <b>Contract Particulars (item 3)</b> .

Contractor:	the person named as Contractor in the <b>Agreement</b> .
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 <b>Agreement</b> .
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 <b>clause 6-6</b> .
Insolvent:	see <b>clause 8-1</b> .
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 <b>clause 6-6</b> .
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 <b>Contract Particulars (item 12-2)</b> .
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 <b>clause 2-11</b> .
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 <b>Article 5</b> or appointed by the Employer in relation to any Order.
Principal Designer:	the Contract Administrator or such other person as is either named in <b>Article 4</b> 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. <sup>[10]</sup>
Recitals:	the recitals in the <b>Agreement</b> .
Schedule of Hourly Charges:	see <b>clause 5-4-1</b> .
Schedule of Rates:	the schedule of rates identified in the <b>Contract Particulars (item 12)</b> , together with the preliminaries and specification preambles applicable to this Contract included in or annexed to it.

[10] 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 unfixated 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 <b>clause 6.6</b> .
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 <b>clause 6.6</b> .
Valuation Date:	each date as specified by the <b>Contract Particulars (item 10)</b> .
Variation:	see <b>clause 5.1</b> .
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

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.<sup>(19)</sup>

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<sup>(19)</sup> 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;<sup>[20]</sup>
  - 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.

<sup>[20]</sup> 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<sup>[21]</sup>.
  - 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.

<sup>[21]</sup> 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<sup>[22]</sup>, 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).<sup>[23]</sup>
  - 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

<sup>[22]</sup> 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.

<sup>[23]</sup> 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<sup>[24]</sup>: 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<sup>[25]</sup>;

(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

<sup>[24]</sup> 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.

<sup>[25]</sup> 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. <sup>[26]</sup>
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. <sup>[26]</sup>

**Joint Names Insurance of work or supply comprised in Orders and existing structures by the Employer<sup>[27]</sup>**

**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).

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

<sup>[27]</sup> **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<sup>[28]</sup> 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.

<sup>[28]</sup> 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

- 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.<sup>[29]</sup>

### 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.

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<sup>[29]</sup> 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<sup>[91]</sup>:

<sup>[91]</sup> 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 – Domestic Lifts (Part 1 of 2)**

**For and on behalf of:**

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

L060274S/0012 August 2018  
Issue 3: Tender

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

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Term Maintenance Contract – Domestic Lifts**



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# Appendix A1 - Invitation To Tender Document

## Term Maintenance Contract – Domestic Lifts



### 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 properties have Domestic 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.

The definition Domestic Lifts covers Through Floor Lifts, Platform Lifts, Hoists and other types of lifting equipment typically found in individual dwellings or alternatively in communal areas of properties.

#### 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, asset collection, a responsive repair service and repairs to the equipment concerned. The Contract will not cover:-

- Servicing, repair or replacement of passenger lifts.

## Appendix A1 - Invitation To Tender Document Term Maintenance Contract – Domestic Lifts



- Planned replacements of domestic lifts.

### 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 - [natalya.kurakina@gatewayhousing.org.uk](mailto: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 formal submission in relation to the qualitative questionnaire.

## **Appendix A1 - Invitation To Tender Document Term Maintenance Contract – Domestic Lifts**



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).

# Appendix A1 - Invitation To Tender Document

## Term Maintenance Contract – Domestic Lifts



### 2 SCHEDULE OF SERVICES

#### 2.1 SUMMARY OF SERVICE INFORMATION

The Term Maintenance Contract for Domestic Lifts shall include a fixed cost element which covers servicing and asset collection for equipment.

The Fixed Cost element shall be inclusive of all preliminaries including reporting requirements, appointments, etc. as set out within this document. In addition to this the fixed cost for servicing shall include for all consumables required as part of the servicing process (e.g. oil, grease, batteries, etc.).

With regards to repairs – both call outs and repairs identified during the servicing process or as reported through LOLER Thorough Examination Reports these shall be completed on a Schedule of Rates or labour / material basis.

#### 2.2 PLANNED AND PREVENTATIVE MAINTENANCE

The Contract shall include for two PPM / Service visits per annum at 6 month intervals.

For the various types of equipment, PPM / Servicing shall be based on manufacturer's instructions and as a minimum the following shall be included for each maintenance visit:-

- a) Clean and lubricate all moving parts and mechanisms
- b) Run and check operation of equipment and ensure that all controls are working correctly.
- c) Check operation of over travel, stop switches and other safety switches or devices.
- d) Check electrical insulation and continuity.
- e) Check fixings and stability of equipment.
- f) Check main drive systems in terms of oil levels, quiet running, sprockets, bearings, etc.
- g) For all hoists or similar types of lifting equipment a 100% load test shall be completed at one of the two service visits, each year and the period between load tests shall be 12 months.

Refer all to Section 2.3 SAFed Supplementary Tests.

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

For Through Floor Lifts, the Contractor shall complete on an annual basis at one of the service visits, the supplementary tests reference:

Annex A.2 - Electrical Safety Devices

Annex A.4 – Landing Door Interlocks

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

#### 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.

## Appendix A1 - Invitation To Tender Document Term Maintenance Contract – Domestic Lifts



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 resident.

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.

Where repairs are identified at a service visit, these may be completed without further instruction from the Contract Administrator subject to the value of the works being a maximum of £250 plus VAT (labour and materials).

Where the works value is greater than £250 plus VAT for the repair, a quotation shall be forwarded to the Contract Administrator identifying the details of the works required and also providing costs (including cost breakdown). Quotations shall be forwarded to the Contract Administrator within a maximum of 5 working days.

### 2.6 ASSET COLLECTION

The Contractor shall include for asset collection for all equipment covered by the Contract. This shall typically be completed at servicing/PM visits.

The format of asset data shall be agreed with the Contract Administrator, but as a minimum this shall include:

- Manufacturer
- Equipment type
- Manufacturer reference/make
- Years of Installation
- Condition appraisal – Good, Satisfactory, Poor
- Estimated lift cycle from installation date
- Comment on parts availability.

## **Appendix A1 - Invitation To Tender Document Term Maintenance Contract – Domestic Lifts**

### **3 TECHNICAL REQUIREMENTS**

#### **3.1 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.

#### **3.2 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.

#### **3.3 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.
- Machinery (Safety) Regulations 2008.

#### **3.4 ACCESS TO SPARE PARTS**

Within 6 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. This shall be included in the Asset Report (see 2.6)

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

#### **3.5 SCOPE OF WORKS**

The Scope of Services shall include for all of the Domestic Lift Equipment from the main electrical point of isolation which may be an isolating switch or spur.

The Lift Contractor shall be responsible for lighting within Through Floor Lifts where provided.

Where equipment includes remote controls, etc., the Maintenance Contract will cover the replacement for any missing or damaged controls (which would be classified as chargeable works) and for the replacement of batteries, etc., as part of the PPM / Servicing.

#### **3.6 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 5.1.

**4 HEALTH AND SAFETY**

**4.1 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 4.2).
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.

**4.2 ASBESTOS REGISTERS**

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

**4.3 INDIVIDUAL EQUIPMENT 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 equipment.

Copies of completed risk assessments shall be forwarded to the Contract Administrator and additionally, a copy shall be available for any operative visiting the property.

**4.4 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.

## Appendix A1 - Invitation To Tender Document Term Maintenance Contract – Domestic Lifts



### 5 PERFORMANCE MANAGEMENT AND REPORTING

#### 5.1 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 equipment breakdown and malfunction.

##### Monday – Friday (8.00am to 18.00)

Response time is **4 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.

#### 5.2 EQUIPMENT OUT OF SERVICE REPORTING

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

- Completion of responsive or planned repairs.
- Equipment 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 equipment 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 equipment 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.

#### 5.3 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 equipment breakdowns. This data will be utilised to review “year on year” overall call out rates per item of equipment 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.

**5.4 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 on which either 6 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.

**5.5 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.

**5.6 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.

**5.7 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 5.3, 5.4, 5.5 and 5.6 of ITT Document 1 of 2 being made available prior to the review meetings concerned.

**5.8 PERFORMANCE MONITORING**

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

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

**6 CUSTOMER SERVICE**

**6.1 APPOINTMENTS**

The Contractor shall be required to arrange appointments with individual residents or site based representatives where the equipment is situated within communal areas.

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

A minimum of 5 working days should be provided in terms of lead time for Planned Preventative Maintenance Visits and the same should apply in terms of any periods where equipment is to be taken out of service for repair activities.

The Employer shall provide the Contractor with contact details and this information will be periodically updated. See also separate requirements relating to GDPR.

Where access cannot be gained, reporting shall be provided back to the Contract Administrator on a monthly basis identifying properties where access cannot be gained and additionally providing details of appointments made, letters issued, etc.

**6.2 ACCESS ARRANGEMENTS**

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

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.

**6.3 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.

**6.4 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 for the types of equipment covered by the Contract.

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.

## **Appendix A1 - Invitation To Tender Document Term Maintenance Contract – Domestic Lifts**



### **6.5 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.

**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	Equipment 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	Stairlift	20/06/2018	10.25	20/06/2018	11.05	No	Yes	21/06/2018	PSU needs replacing.
REPORT FOR: JUNE 2018									

**APPENDIX 2 - EQUIPMENT PPM RECORDS**



**Appendix A1 - Invitation to Tender Document  
Term Maintenance Contract – Domestic Lifts**

**APPENDIX 3 - SUPPLEMENTARY TEST CERTIFICATION**





# Appendix A1 - Invitation to Tender Document Term Maintenance Contract – Domestic Lifts

## APPENDIX 5 – JCT MTC 2016 PARTICULARS

### MTC 2016: MEASURED TERM CONTRACT 2016

#### CONTRACT PARTICULARS AND AMENDMENTS

##### REFERENCE

**RECITAL 1<sup>ST</sup>  
(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: 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

## Appendix A1 - Invitation to Tender Document Term Maintenance Contract – Domestic Lifts

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.

- 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:  
Clause 7.1: 13 weeks – Employer

**Appendix A1 - Invitation to Tender Document  
Term Maintenance Contract – Domestic Lifts**



: 26 weeks - Contractor

**17 (Page 11)**

Insert: The Royal Institute of Chartered Surveyors

APPENDIX 6 – SCHEDULE OF EQUIPMENT/ASSET DETAILS

No	Occurrences ID	Site code	Address	Postcode	Primary Description	Client Asset #
1	125233	0003	11 Beale Place	E3 5LL	Impaired Mobility Platform Lift	WESS/VM31/12408
2	125218	0005	11 Edinburgh Close	E2 9NR	Overhead Patient Hoist Block	T200/17091347
3	125217	0005	11 Edinburgh Close	E2 9NR	Electric Stair Lift	MEDI/D160/D160L150303467
4	125210	0007	127 Bishops Way	E2 9HL	Electric Stair Lift	STAN/569237A
5	125209	0007	127 Bishops Way	E2 9HL	Electric Platform Stair Lift	WESS/VM51/15190
6	125219	0010	19 Swedenborg Gardens	E1 8HP	Electric Stair Lift	STAN/420
7	125220	0011	2 Edinburgh Close	E2 9NR	Electric Stair Lift	MEDI/D160/D160R150303544
8	125254	0013	22 Susannah Street	E14 6LS	Electric Platform Stair Lift	TERR/HARM/9728113
9	125163	0014	3 Edgar Road	E3 3HD	Electric Home Lift	WESS/VM36/5645
10	125462	0016	226 Leven Road	E14 0GQ	Overhead Patient Hoist and Track	CHIL/-/504013
11	125461	0016	226 Leven Road	E14 0GQ	Overhead Patient Hoist and Track	CHIL/-/504015
12	125221	0017	23 Bohn Road, Stepney	E1 4QP	Electric Stair Lift	MEDI/D160L/150904169LH
13	125214	0018	26 Galsworthy Avenue	E14 7RA	Overhead Patient Hoist and Track	CHIL/WISP/303079
14	125255	0018	26 Galsworthy Avenue	E14 7RA	Electric Platform Stair Lift	STAN/HOME/201155
15	125234	0019	28 Swedenborg Gardens	E1 8HP	Impaired Mobility Platform Lift	STAN/HOME/
16	125236	0020	3 Havering Street	E1 0LP	Overhead Patient Hoist and Track	OPEM/T200/17090079
17	125235	0020	3 Havering Street	E1 0LP	Impaired Mobility Platform Lift	HISS/MC2000/9928
18	125238	0023	31 Swedenborg Gardens	E1 8HP	Overhead Patient Hoist and Track	OPEM/T200/17090120
19	125239	0023	31 Swedenborg Gardens	E1 8HP	Overhead Patient Hoist Track	10790123 TRACK
20	125237	0023	31 Swedenborg Gardens	E1 8HP	Impaired Mobility Platform Lift	WESS/VM31/16534
21	125216	0024	32 Bohn Road, Stepney	E1 4QP	Electric Platform Stair Lift	WESS/VM31/16343
22	125171	0025	36 Scarborough Street	E1 8DR	Electric Hydraulic Home Lift	WESS/VM31/15259
23	125222	0027	4 Bale Road, Stepney	E1 4QJ	Electric Stair Lift	BRUNO/ELAN/12110330573
24	125471	0028	5 Beale Place	E3 5LL	Electric Platform Stair Lift	WESS/VM31/14049

**Appendix A1 - Invitation to Tender Document  
Term Maintenance Contract – Domestic Lifts**



No	Occurrences ID	Site code	Address	Postcode	Primary Description	Client Asset #
25	125472	0028	5 Beale Place	E3 5LL	Overhead Patient Hoist and Track	OPEM/OT200/17090709
26	125474	0028	5 Beale Place	E3 5LL	Overhead Patient Hoist and Track	1-5924411198
27	125473	0028	5 Beale Place	E3 5LL	Overhead Patient Hoist and Track	1-5924411200
28	125223	0029	8 Turners Road	E3 4LF	Electric Stair Lift	STAN/250/111767
29	125225	0030	81 Antill Road	E3 5BP	Electric Stair Lift	LIFT/CUMB/46750L
30	125224	0030	81 Antill Road	E3 5BP	Electric Stair Lift	LIFT/CUMB/46749L
31	126953	0032	11 Medhurst Close	E3 5DE	Impaired Mobility Platform Lift	WESS/VM
32	125248	0033	29 Lyal Road	E3 5QG	Overhead Patient Hoist Track	17150144 TRACK
33	125200	0034	Pat Shaw House, Globe Road	E1 4DS	Electric Stair Lift	MEDI/D160/L150103285-LH
34	125199	0034	Pat Shaw House, Globe Road	E1 4DS	Electric Stair Lift	MEDI/D160/L150103283-LH
35	#N/A	0034	Pat Shaw House, Globe Road	E1 4DS	Patient Hoist	OXF/MER 125/TW61243
36	125202	0034	Pat Shaw House, Globe Road	E1 4DS	Patient Hoist	OXF/MER/TW0993
37	125201	0034	Pat Shaw House, Globe Road	E1 4DS	Patient Hoist	10270
38	125198	0034	Pat Shaw House, Globe Road	E1 4DS	Electric Stair Lift	MEDI/D160/L150103281-LH
39	125197	0034	Pat Shaw House, Globe Road	E1 4DS	Electric Stair Lift	MEDI/D160/L150103287-LH
40	125203	0035	Peter Shore Court, Beaumont Square	E1 4NA	Electric Stair Lift	MEDI/D160/R150203432-RH
41	125204	0035	Peter Shore Court, Beaumont Square	E1 4NA	Electric Stair Lift	MEDI/D160/R150203434-RH
42	Please confirm whether it is on your list?	0035	Peter Shore Court, Beaumont Square	E1 4NA	Patient Hoist	OXF/MID/MDHY04010526
43	125205	0035	Peter Shore Court, Beaumont Square	E1 4NA	Patient Hoist	OXF/MIDI 170/10026304MDEL
44	125226	0037	162 Harford Street	E1 4QD	Electric Stair Lift	OTO/-/GB141727
45	125227	0041	28 Huddleston Close	E2 9NR	Electric Stair Lift	1-4500886647
46	125228	0042	3 Hearnshaw Street	E14 7BU	Electric Stair Lift	1-4500886650

**Appendix A1 - Invitation to Tender Document  
Term Maintenance Contract – Domestic Lifts**

No	Occurrences ID	Site code	Address	Postcode	Primary Description	Client Asset #
47	125229	0045	8 Purdy Street	E3 3PD	Electric Stair Lift	1-4500886661
48	125169	0046	77 Purdy Street	E3 3PD	Electric Home Lift	1-4500886664
49	125230	0047	6 Purdy Street	E3 3PD	Electric Stair Lift	1-4500886667
50	125231	0049	39 Aste Street	E14 3NJ	Electric Stair Lift	1-4500886675
51	125240	0052	13 Beale Place	E3 5LL	Impaired Mobility Platform Lift	WESS/VM31/12416
52	125167	0054	4 Galsworthy Avenue	E14 7RA	Electric Hydraulic Home Lift	TERR/HARM/S2220143601
53	125463	0054	4 Galsworthy Avenue	E14 7RA	Overhead Patient Hoist Track	17150173 TRACK
54	Under warranty?	0054	4 Galsworthy Avenue	E14 7RA	Overhead Patient Hoist Track	17170180 TRACK
55	125465	0054	4 Galsworthy Avenue	E14 7RA	Overhead Patient Hoist Track	17150362 TRACK
56	125172	1-2HU38VX	1 Bohn Road	E1 4QP	Electric Hydraulic Home Lift	1-5432029650
57	125168	1-2K8RW3Z	2 Bohn Road	E1 4QP	Electric Home Lift	1-5577626491
58	125232	1-2K8RW49	39 Purdy Street	E3 3PD	Electric Stair Lift	1-5577626494
59	125172	1-2K8RW4J	75 Purdy Street	E3 3PD	Electric Stair Lift	1-5577626497
60	125479	1-2K8RW4T	Flat 1, 41 Turners Road	E3 4LF	Overhead Patient Hoist Track	17090184



**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

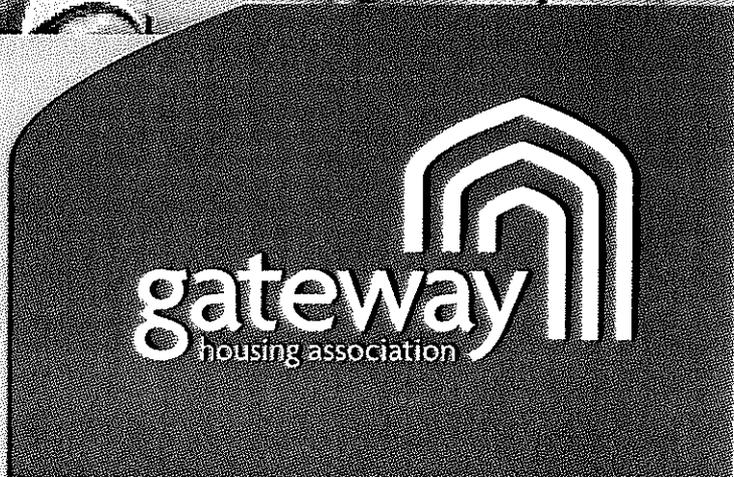
A unique reference no. for each property

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]



Awarded for excellence



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](mailto:enquiries@gatewayhousing.org.uk)

[www.gatewayhousing.org.uk](http://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  
Gateway Housing Association is a member of the  
Plain English Campaign

401

Version 2: Revised April 2009



## **Compensation Policy and Procedure**

## APPENDIX G

### Document Control Sheet

Title: Compensation  
Revision: 01  
Status: Approved by EMT 14 December 2016  
Author: Bob Watts, Quality Assurance Officer  
Next Review: 2019  
Distribution: Via Intranet  
Effective From: December 2016  
Related Policies & Procedures: Complaints.  
Unacceptable Behaviour.  
Home Loss and Disturbance Payments  
Insurance

### Contents

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<b>Forms</b>	
Compensation Claim Form	Intranet

## 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

## APPENDIX G

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:

<b>Amount (charged to appropriate department)</b>	<b>Signatory &amp; Authorisation for Compensation</b>
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

## APPENDIX G

		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.

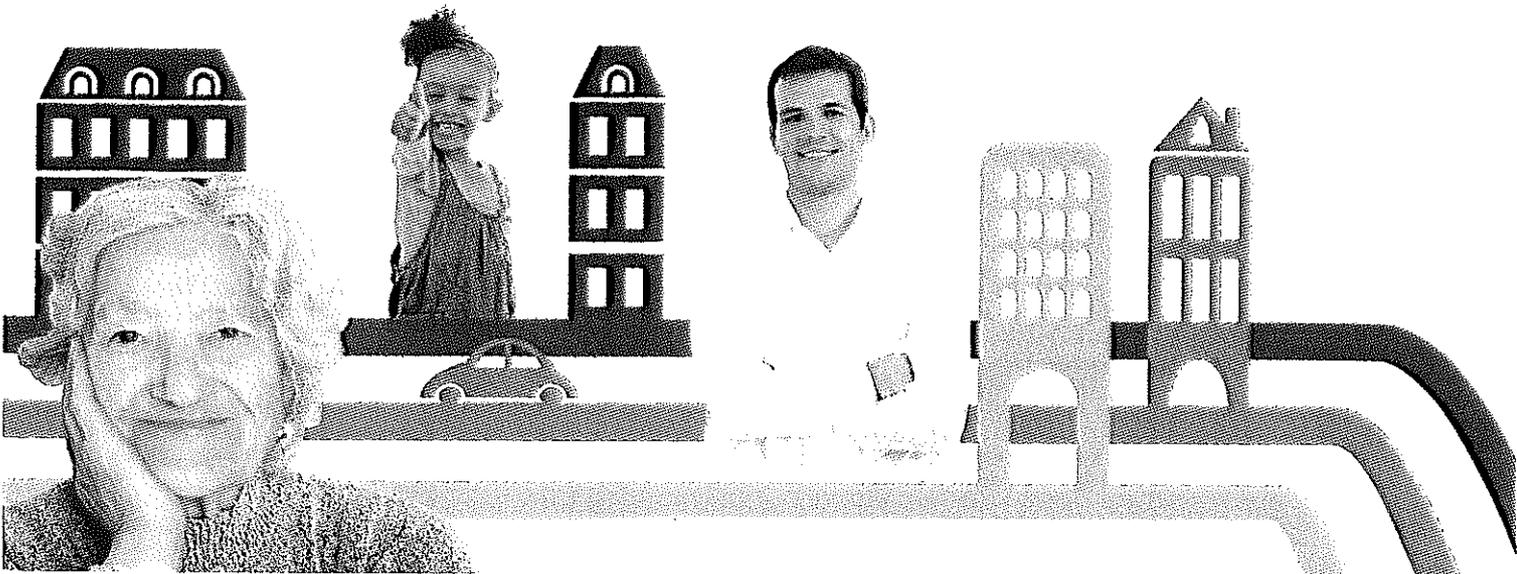
End

*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](mailto: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 WESSEX LIFTS**

WESSEX



## Appendix A2

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

## Cost Submission

For and on behalf of:

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

L060274S/0013 August 2018  
Issue 3: Tender

**Tendering Contractor: Wessex Lift Co. Ltd.**

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 | SOUTHEND-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 – Domestic Lifts



### 1 LABOUR RATES AND OVERTIME MULTIPLES

#### 1.1 LABOUR RATES

The tenderer shall include the following information:-

- a) Rates - Normal Hours (Refer to ITT Document Part 1)
  - Maintenance Engineer £60.00 /hour
  - Technician (NVQ4) £ 60.00 /hour
  - Normal Call-out Manning: Single man
  - Maintenance Manning: Single man
- b) Rates - Overtime (Refer to ITT Document Part 1)
  - Monday - Friday: 1.33 x normal rate
  - Saturdays: 1.5 x normal rate
  - Sundays/Statutory 2 x normal rate
  - Holidays: 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 £ 115.00
  - Out of Hours £ 150.00

ALL RATES SHALL BE FIXED FOR ONE YEAR

# Appendix A2 - ITT - Cost Submission

## Term Maintenance Contract – Domestic Lifts



### 2 PERCENTAGE OVERHEADS

#### 2.1 Percentage On-Costs

Percentage on-cost for materials	20%
Percentage on-cost for sub-contract items	10%
Percentage on-cost for hired plant	0%

## Appendix A2 - ITT - Cost Submission Term Maintenance Contract – Domestic Lifts

### 3 PRICING SCHEDULE – PPM, SERVICING, ETC.

Scheduled below are the costs which relate to the servicing / PPM activities.

All costs shall be as set out in the ITT Document requirements and are per annum excluding VAT.

#### 3.1 Domestic Lifts

Ref	Equipment Type	Cost Per Annum
3.1.1	Stair Lifts	£90.00
3.1.2	Through Floor Lift	£110.00
3.1.3	Wheelchair Platform Lift	£110.00
3.1.4	Bath Hoist / Lift	£90.00
3.1.5	Fixed Track Hoist	£90.00
3.1.6	Mobile Hoist	£90.00

Percentage of Total Costs – Through Floor Lifts	
Servicing	90%
Annual Supplementary Testing	10%
<b>Total:</b>	<b>100%</b>

## Appendix A2 - ITT - Cost Submission

### Term Maintenance Contract – Domestic Lifts

#### 3.2 Total Costs – Domestic Lifts

No	Occurrences ID	Site code	Address	Postcode	Cost Reference	Annual Cost
1	125233	0003	11 Beale Place	E3 5LL	3.1.3	£110.00
2	125218	0005	11 Edinburgh Close	E2 9NR	3.1.5	£90.00
3	125217	0005	11 Edinburgh Close	E2 9NR	3.1.1	£90.00
4	125210	0007	127 Bishops Way	E2 9HL	3.1.1	£90.00
5	125209	0007	127 Bishops Way	E2 9HL	3.1.1	£110.00
6	125219	0010	19 Swedenborg Gardens	E1 8HP	3.1.1	£90.00
7	125220	0011	2 Edinburgh Close	E2 9NR	3.1.1	£90.00
8	125254	0013	22 Susannah Street	E14 6LS	3.1.1	£110.00
9	125163	0014	3 Edgar Road	E3 3HD	3.1.2	£110.00
10	125462	0016	226 Leven Road	E14 0GQ	3.1.5	£90.00
11	125461	0016	226 Leven Road	E14 0GQ	3.1.5	£90.00
12	125221	0017	23 Bohn Road, Stepney	E1 4QP	3.1.1	£90.00
13	125214	0018	26 Galsworthy Avenue	E14 7RA	3.1.5	£90.00
14	125255	0018	26 Galsworthy Avenue	E14 7RA	3.1.1	£110.00
15	125234	0019	28 Swedenborg Gardens	E1 8HP	3.1.3	£110.00
16	125236	0020	3 Havering Street	E1 0LP	3.1.5	£90.00
17	125235	0020	3 Havering Street	E1 0LP	3.1.3	£110.00
18	125238	0023	31 Swedenborg Gardens	E1 8HP	3.1.5	£90.00
19	125239	0023	31 Swedenborg Gardens	E1 8HP	3.1.5	£90.00
20	125237	0023	31 Swedenborg Gardens	E1 8HP	3.1.3	£110.00
21	125216	0024	32 Bohn Road, Stepney	E1 4QP	3.1.1	£110.00
22	125171	0025	36 Scarborough Street	E1 8DR	3.1.2	£110.00
23	125222	0027	4 Bale Road, Stepney	E1 4QJ	3.1.1	£90.00
24	125471	0028	5 Beale Place	E3 5LL	3.1.1	£110.00
25	125472	0028	5 Beale Place	E3 5LL	3.1.5	£90.00
26	125474	0028	5 Beale Place	E3 5LL	3.1.5	£90.00
27	125473	0028	5 Beale Place	E3 5LL	3.1.5	£90.00
28	125223	0029	8 Turners Road	E3 4LF	3.1.1	£90.00
29	125225	0030	81 Antill Road	E3 5BP	3.1.1	£90.00
30	125224	0030	81 Antill Road	E3 5BP	3.1.1	£90.00
31	126953	0032	11 Medhurst Close	E3 5DE	3.1.3	£110.00
32	125248	0033	29 Lyal Road	E3 5QG	3.1.5	£90.00
33	125200	0034	Pat Shaw House, Globe Road	E1 4DS	3.1.1	£90.00
34	125199	0034	Pat Shaw House, Globe Road	E1 4DS	3.1.1	£90.00
35	#N/A	0034	Pat Shaw House, Globe Road	E1 4DS	3.1.6	£90.00
36	125202	0034	Pat Shaw House, Globe Road	E1 4DS	3.1.6	£90.00

**Appendix A2 - ITT - Cost Submission**  
**Term Maintenance Contract – Domestic Lifts**

No	Occurrences ID	Site code	Address	Postcode	Cost Reference	Annual Cost
37	125201	0034	Pat Shaw House, Globe Road	E1 4DS	3.1.6	£90.00
38	125198	0034	Pat Shaw House, Globe Road	E1 4DS	3.1.1	£90.00
39	125197	0034	Pat Shaw House, Globe Road	E1 4DS	3.1.1	£90.00
40	125203	0035	Peter Shore Court, Beaumont Square	E1 4NA	3.1.1	£90.00
41	125204	0035	Peter Shore Court, Beaumont Square	E1 4NA	3.1.1	£90.00
42		0035	Peter Shore Court, Beaumont Square	E1 4NA	3.1.6	£90.00
43	125205	0035	Peter Shore Court, Beaumont Square	E1 4NA	3.1.6	£90.00
44	125226	0037	162 Harford Street	E1 4QD	3.1.1	£90.00
45	125227	0041	28 Huddleston Close	E2 9NR	3.1.1	£90.00
46	125228	0042	3 Hearnshaw Street	E14 7BU	3.1.1	£90.00
47	125229	0045	8 Purdy Street	E3 3PD	3.1.1	£90.00
48	125169	0046	77 Purdy Street	E3 3PD	3.1.1	£90.00
49	125230	0047	6 Purdy Street	E3 3PD	3.1.1	£90.00
50	125231	0049	39 Aste Street	E14 3NJ	3.1.1	£90.00
51	125240	0052	13 Beale Place	E3 5LL	3.1.3	£110.00
52	125167	0054	4 Galsworthy Avenue	E14 7RA	3.1.2	£110.00
53	125463	0054	4 Galsworthy Avenue	E14 7RA	3.1.5	£90.00
54		0054	4 Galsworthy Avenue	E14 7RA	3.1.5	£90.00
55	125465	0054	4 Galsworthy Avenue	E14 7RA	3.1.5	£90.00
56	125172	1-2HU38VX	1 Bohn Road	E1 4QP	3.1.2	£110.00
57	125168	1-2K8RW3Z	2 Bohn Road	E1 4QP	3.1.2	£110.00
58	125232	1-2K8RW49	39 Purdy Street	E3 3PD	3.1.1	£90.00
59	125172	1-2K8RW4J	75 Purdy Street	E3 3PD	3.1.1	£90.00
60	125479	1-2K8RW4T	Flat 1, 41 Turners Road	E3 4LF	3.1.5	£90.00
					Total	£5,720.00
					(carry to Form of Tender Price Model)	

## Appendix A2 - ITT - Cost Submission

### Term Maintenance Contract – Domestic Lifts



#### 4 SUPPLEMENTARY TESTING

##### 4.1 SAFED – Supplementary Tests

###### 5 Yearly Tests

Earth continuity (Annex A.1)	£30.00
Terminal Speed Reduction Systems (Annex A.3)	£30.00
Hydraulic System (Annex A.15)	£60.00
Hydraulic Rupture/Restrictor Valves (Annex A.17)	£60.00

##### 4.2 Other Tests

Lift Machine – Investigatory Test – Type A (Annex A.5)	£60.00
Suspension System (Annex A.13)	£60.00
Car Overload Detection Warning Devices (Annex A.14)	£60.00
Electrical Anti-Creep Device (Annex A.18)	£30.00
Low Pressure Detection Devices (Switch or Valve) – (Annex A.20)	£30.00

## Appendix A2 - ITT - Cost Submission Term Maintenance Contract – Domestic Lifts



### 4.3 Additional Rates

The tenderer shall include the following rates for removal of equipment:-

4.3.1	Removal of Stair Lift	£120.00
4.3.2	Removal of Through Floor Lift	£600.00
4.3.3	Removal of Fixed Hoist including Beam	£120.00
4.3.4	Removal of Platform Lift	£600.00

**SECTION 4**

**COMPLETED FORM OF TENDER AND PRICE MODEL DATED 28 AUGUST 2018**

**APPENDIX B - FORM OF TENDER**

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

Date: 28 August 2018

Sirs,

**TERM MAINTENANCE CONTRACT – DOMESTIC 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 **£ Twenty Five Thousand, One Hundred and Twenty 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.

# Term Maintenance Contract – Domestic Lifts

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

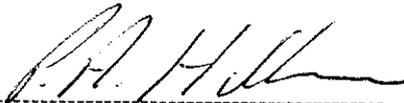
See appended Price Model

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

Mr Paul Hillman, Operations Director,  
Wessex Lift Co Ltd.  
Budds Lane  
Romsey  
Hants  
SO51 0HA

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

Mr Paul Hillman



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For and on behalf of  
: Wessex Lift Co. Ltd., Budds Lane, Romsey, Hants, SO51 0HA.  
[tenderer]

# Term Maintenance Contract – Domestic Lifts

## Form of Tender Price Model – Domestic Lifts

1) Cost for Comprehensive PPM / Servicing, etc.

Fixed Cost from Section 3.2 (ITT Document, Part 2 of 2) £ 5,720.00

2) Chargeable Repairs (Notional Quantities)

<u>Volume</u>	<u>Doc Ref</u>	<u>Brief</u> <u>Description</u>	<u>Tendered</u> <u>Rate</u>	<u>Total</u>
60	1.1 (c)	Fixed call-out charge - normal hours	£ 115.00....	£ 6,900.00
5	1.1 (c)	Fixed call-out charge – out of hours	£ 150.00....	£ 750.00
£2,500	2.1	Materials plus % uplift	.....20%	£ 3,000.00
£2,500	2.1	Specialist sub-contractor plus % uplift	.....10%	£ 2,750.00
100	1.1 (a)	Repair labour costs - normal hours	£ 60.00.....	£ 6,000.00
			Total for:	£ 25,120.00

(1) to (2), Excludes VAT

For Initial 12 month ter

Carry to Form of Tender

**SECTION 5**

**COMPLETED COLLUSIVE TENDERING CERTIFICATE DATED 29 AUGUST 2018**

**APPENDIX C**

**TERM MAINTENANCE CONTRACT FOR DOMESTIC 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:

P.A. Hill

On behalf of:

WESSEX LIFT CO LTD

Date:

29-08-2018

**SECTION 6**

**SELECTION QUESTIONNAIRE COMPLETED BY WESSEX LIFTS**

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: <b>Martin Smith</b>
b.	Position in company of contact: <b>Customer Service Manager</b>
c.	Contact address: <b>Wessex Lift Co Ltd, Budds Lane, Romsey, Hants SO51 0HA</b>
d.	Contact telephone number: <b>01794 830303 or 07788 566 714</b>
e.	Contact e-mail address: <b>martin.smith@wessexlifts.co.uk</b>

**1 Company Details**

a.	Company name: <b>Wessex Lift Co. Ltd.</b>
b.	Trading name (if applicable): <b>Wessex Lift Co. Ltd.</b>
c.	Date company formed and incorporated: <b>21/07/1976</b>
d.	Company type: (i.e. PLC, partnership, sole trader, etc.) <b>Limited Company</b>
e.	Company registered office <b>Bessemer Road, Welwyn Garden City, Herts AL7 1ET</b>
f.	Address from where this contract would be managed: <b>Wessex Lift Co Ltd. Budds Lane, Romsey, Hants, SO51 0HA</b>
g.	Website address: <b>www.wessexlifts.com</b>
h.	Company registration number (where applicable): <b>1269836</b>
i.	Previous company name(s) (if applicable): <b>Wessex Medical Equipment Co Ltd</b>

**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: <b>The Ratcliff Group Ltd.</b>
b.	Parent company address: <b>Bessemer Road, Welwyn Garden City, Herts, AL7 1ET</b>
c.	Parent company web site address: <b>n/a</b>
d.	Relationship to parent company: <b>wholly owned subsidiary of The Ratcliff Group</b>
e.	Names and address of any subsidiaries: <b>N/A</b>

**5 Insurance, VAT & Accreditation information**

a.	VAT Registration Number (or equivalent):	<b>190 0689 57</b>
b.	Your CIS Unique Taxpayers Reference (or equivalent) if applicable:	<b>26740 11241</b>
c.	Confirmation that you hold Public Liability Insurance and detail of cover value:	<b>Yes, cover value £10,000,000</b>
d.	Confirmation that you hold Employer's Liability Insurance and detail of cover value:	<b>Yes, cover value £10,000,000</b>
e.	Details of any industry specific accreditations, or membership to any industry specific associations which you feel support your bid:	<b>LEIA, Membership No 244 British Safety Council Member</b>

\*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 (£)
<b>2016</b>	<b>£13,237,295</b>
<b>2015</b>	<b>£13,424,162</b>

Comments: **2017 not published yet.**

**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 / Loss
<b>2016</b>	<b>1%</b>
<b>2015</b>	<b>1%</b>

Comments: **Profit is stated after inclusion of intercompany group charges**

**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:

**In 2007 our warehouse forklift driver had a road side incident unloading a suppliers truck, and this was investigated, which lead to a corrective action of all unloading to be carried out on our premises with the use of a banksman.**

**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:

**BSI Environmental Management System – ISO 14001:2015**

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

Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, please provide details: N/A
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**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 <input checked="" type="checkbox"/> No <input type="checkbox"/>	If ‘No’ please confirm you will comply with Gateway Housing Association’s policy
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**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

**Policy Statement:**

Our business continuity plans include daily backups of our complete IT system. In the event of a disaster our systems can be up and running on a backup server on a separate site. We also have access to our system via terminal services over a vpn, all machines connecting to our site are governed by our internal policies and antivirus software.

In terms of fire damage, flooding or building collapse, our comprehensive BCP details how we will be able to continue trading.

This plan has been designed and written to be used in the event of a disaster affecting Wessex Lifts at Budds Lane, Romsey, SO51 0HA.

The plan is structured around teams, with each team having a specific set of responsibilities.

The decision to initiate disaster recovery procedures will be taken by the Disaster Management Team Leader or their deputy after assessing the situation following a crisis or disaster.

If the Disaster Management Team Leader decides to initiate disaster recovery procedures, then all members of the recovery teams will follow the procedures contained in this plan until recovery is complete.

This plan contains all the information necessary to restore an operational service in the event of a serious disruption of service at the Romsey site.

In the event of a pandemic, depending on how severe and which part of the country it would affect, we feel we can move our staff at short notice to support across the country for a period of time.

### **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.

<b>(i) Customer Organisation</b>	<b>Lancashire County Council</b>
Scope of Supply	Service & Maintenance of Stairlifts & Vertical Lifts
Start & completion dates	01 May 2015 – 30 April 2019
Approx. Annual Contract Value (£)	330,000
Brief description of contract (max 300 words) including evidence of delivery in line with the Group's requirements.	
<p>Our contract with Lancashire CC initially commenced in 2010 and covered the period to 2015. The contract was to carry out servicing, repairs and call outs to hoists, stairlifts, homelifts and step lifts in domestic properties in the East of the county. Only one half of the county (East or West) would be awarded to any contractor.</p> <p>We demonstrated across the East of the county that it was possible for a contractor to deliver a better level of service at a price that afforded a saving. Thus, when the contract was retendered, the Council were now considering one supplier covering the whole county.</p> <p>In 2015 the contract was retendered, split into Lots according to type of equipment and area of the county. We were successful with our bid, and awarded the contract across the East &amp; West of the county, working in both domestic and multiple use buildings</p> <p><b>Work Requirement</b></p> <p>Servicing all equipment (approx 3000 items) twice per annum and In addition to scheduled services, providing a 24/7 call out facility with engineers on standby to provide a call out (2 hours) and repair response. We carry out repairs and improvements that may be noted either on a service visit or by an insurance surveyor. When works are required beyond the scope of the initial visit we provide quotations within 24 hours of request.</p> <p>Our Regional Supervisor is required to carry out an audit check to 5% of all service visits. Monthly KPIs are provided showing: Services due / Services completed / access issues / breakdowns reported / responses / quotes raised (within 24 hours) / No of site audits / No of visits prompted by insurance reports. All KPIs have been met throughout the contract term.</p>	
<b>(ii) Customer Organisation</b>	<b>Shepherds Bush Housing Group</b>
Scope of Supply	Service and Maintenance and responsive repairs of Through Floor Lifts, Steplifts, Stairlifts and Hoists.
Start & completion dates	31 July 2013 – 31 July 2019
Approx. Annual Contract Value (£)	18,000
Brief description of contract (max 300 words) including evidence of delivery in line with the Group's requirements.	
<p>To provide a fully comprehensive service and repair contract to approximately 60 Through Floor Lifts, Stairlifts and Hoists from a variety of suppliers. Each item serviced twice per annum. The tendered price includes service, call outs and parts up to an agreed £250 limit. We provide a 24/7 call out response. Review meetings are attended in the client's office every 3 months where we discuss our activity, recommendations and KPIs.</p> <p>When required, we quote to either supply additional equipment or replace existing aged equipment. We have worked with this client for many years and have had the agreement extended annually since 2016.</p>	
<b>(iii) Customer Organisation</b>	<b>Telford &amp; Wrekin Council</b>
Scope of Supply	Inspection & Maintenance of Home Lifts, Stairlifts, Hoists & Slings.

Start & completion dates	01 July 2018 – 30 June 2020 with + 1 year extension option.
Approx. Annual Contract Value (£)	88,000
Brief description of contract (max 300 words) including evidence of delivery in line with the Group’s requirements.	
<p>The provision of a fully comprehensive all in contract for approximately 500 items of equipment in mainly domestic residences. This contract was awarded to Wessex this year after a tender exercise – we were the previous incumbent service providers for the previous tender term + all available extension periods. Services carried out twice per annum to Lifts &amp; Hoists and once per annum for stairlifts. Slings to be individually inspected and condition report submitted for each sling. Call outs &amp; repairs will be on a strict response time of either 2 hours, 24 hours, 5 days or 21 days according to problem reported and priority given.</p> <p>Contractor to upload all work sheets and response times into client database, the responses will be monitored and audited and will form the basis of the KPIs in respect of services on time, response times met and fix first time targets met.. Regular meetings will take place every 3 months at the client’s office to discuss activity, KPIs, recommendations etc.</p> <p>During the previous contract term for this client we met all required KPIs and continue to do so.</p>	

Q2 – Insert title

Insert text

<b>Supplier Response – Max xxx words</b>

Q2 – Insert title

Insert text

<b>Supplier Response – Max xxx words</b>

Q2 – Insert title

Insert text

<b>Supplier Response – Max xxx words</b>

\*Insert Questions as necessary

**SECTION 7**

**WESSEX LIFTS QUALITATIVE SUBMISSION**

## Gateway 2018 Responses

### APPENDIX D – QUALITATIVE QUESTIONNAIRE AND SELECTION CRITERIA

#### Question 1 – Resources and management (10%)

Based on the ITT documents provide proposals in terms of resourcing the contract concerned including the key points of contact together with number of operatives and admin staff who would be allocated. Please identify names and qualifications of the operatives who would be involved, together with their skill sets and where they are based and the geographical area they cover. (6%)

Identify how you would deliver a single point of contact and supporting management structure to work with the Contract Administrator. (2%)

Provide also details of methodology that would be utilised in terms of planning of the various work types covered by the Contract. (2%)

Answer to be on 5 sheets of A4, maximum.

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#### **Contract Management and Staff**

Wessex Lift Co Ltd have over 40 years experience designing, manufacturing, installing and maintaining lifting and transfer equipment for disabled members of the community both in the UK and overseas. Accredited to ISO9001 (2015), ISO14001(2015) and OHSAS18001 we ensure we work in a professional and safe manner.

At the commencement of a contract we have a proven mobilisation plan that ensures key targets are achieved and that the transition can be as smooth as possible, giving the clients and householder a seamless delivery from day 1.

These are tasks that we undertake at commencement;

- Brief our Care Team and regional staff of the award and contractual requirements.
- Update our Service Management System.
- Review location of properties and equipment.
- Review service history. Create service schedule based on history.
- Consider spares with regards to equipment on contract.
- Consider recruitment of additional staff.
- Inform client of mobilisation progress.

We have a Head Office and Manufacturing facility in Romsey along with regional depots across the UK. Our regionally based staff includes Field Service Engineers, Installation Engineers, Supervisors and Surveyors.

Management Support and representation at regular review meetings will be provided from our Head Office in Romsey by our Customer Services Manager or his deputy.

Our Customer Care Team, also based in our head office will provide administrative support with a named individual being the primary contact for the client to assist with data management and liaising should there be access issues to a property. The whole care team is available for call logging and general enquiries.

Attached is our Organisation Structure showing our Customer Services Department – labelled Appendix D Q1a.

**Contract Management**

The following will be responsible for service delivery;

- Operations Director, overall responsibility for performance of staff and contract and Health and Safety. Over 31 years in disabled access industry. Qualified in Engineering, Health & Safety and Management.
- Service Manager, responsible for delivery of service and repair works, providing engineers, technical information and spares. Qualified to Diploma & Higher Certificate Level in Engineering. Supported by office based team of Service Co-Ordinator and Technical Administrators. Over 35 years working in disabled access industry.
- Customer Care Manager – Manages the Customer Care Team to ensure administrators are available for call handling, job assignment, amending contract records and being a front line support to all enquiries. Qualified in Engineering, Auditing, and Inspection.
- Customer Care Administrators. An office based team will answer all enquiries, but, for Gateway Housing there will be a named individual nominated and introduced, who will be the primary point of contact for all admin enquiries from Gateway Housing Association.
- Field Engineers – Customer focused and quality driven. At least three years relevant experience working on essential equipment for disabled clients. Qualified to NVQ2 level or higher. To have an Enhanced DBS check. Flexible approach to help provide 24/7 call out response on rota. Technically skilled, but also compassionate.

We employ skilled engineers but also implement training programmes regularly. Our engineers have many years experience working on equipment of this type, some have previously worked for other manufacturers of listed equipment or lift companies maintaining that range. Engineers and Supervisors are Health & Safety Trained including Manual Handling, Asbestos Awareness and Working at Height and have undertaken or undertaking NVQ Level 2 or higher. Specifically we have engineers trained by Wessex, Stannah, Handicare, Thyssen, Meditek, Prism, LiftTech, Home Adapt (Bruno), Pollock and others.

**Staff levels within Service & Customer Care Department**

<b>Job Title</b>	<b>Location</b>	<b>Quantity</b>
Operations Director	Office	1
Service Manager	Office	1
Regional Service Supervisor / Senior Engineer	Regional	3
Service Technical Co - Ordinator	Office	1

Technical Service Administrator	Office	2
Field Service Engineer	Regional	24
Customer Care Manager	Office	1
Named Administrator for client	Office	1
Customer Care Administrator	Office	9
Sub Contract Service Engineer (part time support)	Regional	2

Within the Gateway Housing Region, there are listed some 60 items of equipment to be maintained and repaired in various domestic properties. We would allocate 2 staff in the field to be the primary service engineers for this region but with colleagues available to support as and when required.

Our two primary engineers for the Gateway Housing region are as follows:

Name	Base Location	Area of Operation	Qualification / Experience
Jerry Buckle	North Kent	North Kent, East London, SE London,	City & Guilds General & Mechanical Engineering, manufacturers training courses, & over 15 years working on mobility lift equipment.
Farah Memhet	South Essex	Essex, East London, N London	HNC in Electronic Engineering, over 15 years working on mobility lift equipment, attended various manufacturers courses.

#### **Operation of on call facility and planning of works**

Clients can contact us at any time, 24/7. We have a single telephone number for clients to remember, but multiple lines to minimise any delays in answering. We also have an email address for sending visit requests and purchase orders to ([repairs@wessexlifts.co.uk](mailto:repairs@wessexlifts.co.uk)) that is monitored by the whole customer care team and relevant managers to ensure all requests are promptly actioned.

We use a Service Management System, that records customer, client and equipment details along with service schedules. Each job is assigned a unique job number, and notes entered against that job. It is possible to report accurately activity against a site, an item of equipment or contract.

The works required for Gateway Housing cover both planned and reactive visits to residents homes to maintain and repair essential equipment for vulnerable members of the community..

Planned visits will be for events such as routine service visits, fitment of non urgent parts to improve equipment or visits to respond to non urgent issues raised and notified from statutory inspection visits. There will be approximately 120 planned service visits per annum to some 60 items of equipment.

Where possible, subject to householder availability, and customers own service visit requirement, we organise planned visits based on postcode to ensure maximum efficiency and minimal road mileage thus reducing local congestion and vehicle emissions. Quality inspection visits will be arranged with 15 working days of the visit to be audited.

Reactive visits will be to respond to items requiring a call out visit following notification of a breakdown, follow up visits to fit parts following earlier diagnosis and visiting when notified of an urgent defect notice raised at the statutory inspection visit.

We will ensure the availability of adequate staff 24/7 to both receive and log the call request and to respond to site within the 4 hour response time advised in the ITT. Should there be an entrapment, we have the knowledge and experience to rapidly rearrange schedules to provide a quicker response, 1 hour in this case.

Communication in a clear and empathetic manner is of paramount importance when talking to householders. When notified of a call out or urgent visit, we know and respect the importance of communication with both the householder and our Customer (Gateway Housing) thus ensuring clarity in knowing the response required and arranged.

Our engineers are organised to provide service, repair and breakdown cover during the day, and rostered to provide an on call engineer 24/7.

Our vehicles are tracked, so we can see how close each engineer is to a given job. Thus, we respond promptly and efficiently to breakdowns.

### **Out of Hours Service**

When our office is closed, all calls are answered by our out of hours service, this service is accessed by client calling our normal daytime telephone number. Calls are then forwarded directly to our regional Duty engineer who will contact the end user to understand exact nature of fault call, offer advice to "phone fix" equipment if appropriate (advice may ask client to check key switches, power supply turned on, etc.) and if necessary arrange attendance. Outside of normal hours, our engineers have access to discuss repairs at all times with a Supervisor, Manager, or Director.

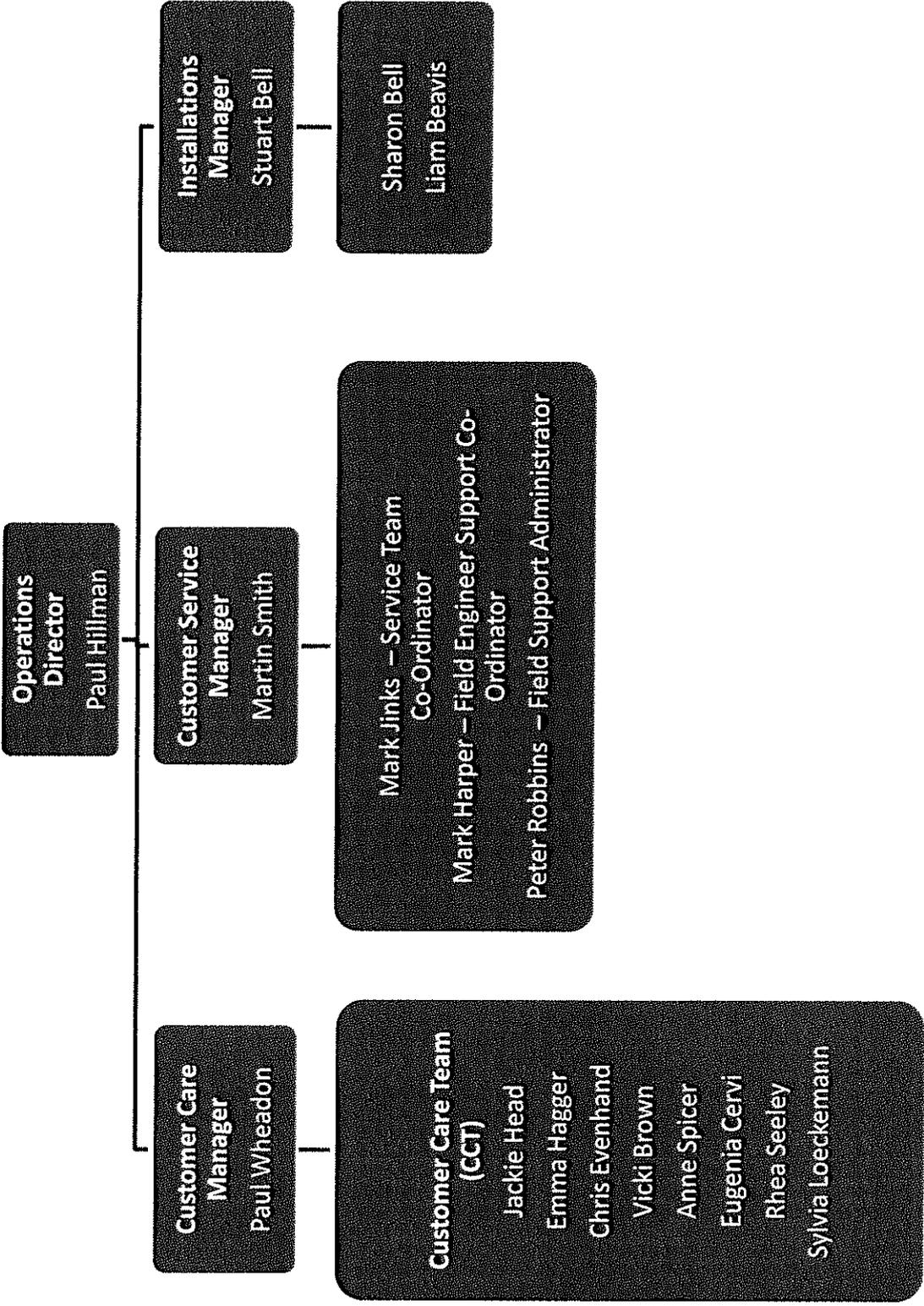
### **Achieving KPI's**

With engineer coverage arranged to allow scheduled service works to take place, and still have resource available for reactive works, coupled with operation of well stocked service vehicles we are confident of being able to achieve the stated KPIs.

Where access is difficult to arrange for a routine service visit, we will share this and discuss with relevant staff at Gateway Housing as we know that residents do on occasion have to be away from home for protracted hospital visits, change their contact information, etc.



# Customer Services



## Gateway 2018 Responses

### APPENDIX D – QUALITATIVE QUESTIONNAIRE AND SELECTION CRITERIA

#### Question 2 – ICT and Reporting. (10%)

The Employers objective within the term of this contract is to develop and improve efficiencies by utilising technology and electronic data transfer. Specifically refer to ITT Document Part 1 of 2 and Appendix E. Accordingly, the successful organisation will have to demonstrate their abilities and also future business plans in terms of their ICT.

Provide details on how ICT is utilised within your organisation in terms of data capture, data management and reporting. Specifically identify:

- Whether you have a web portal that Employer's staff/Contract Administrator access and provide details of what facilities are incorporated. (3%)
- Identify methods of data capture utilised, i.e. utilisation of PDA's or electronic pens. (3%)
- Provide examples of reporting that can be generated from your software systems with particular reference to the example templates provided within the ITT documentation. (2%)
- Identify experience of data transfer with Client organisations with particular reference to Appendix E (2%)

Answer to be on 5 sheets of A4, maximum including illustrations/screen shoots and sample report.

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#### Service Management System

Within our Customer Care Department we use a Service Management System, Solarvista, a comprehensive system that we use to record customer, client and equipment details along with service schedules and all activity carried out whilst on site. This system allows each job to be assigned a unique job number, and all relevant site notes entered against that job. Thus, it is possible to report accurately any activity against a site or an item of equipment or a contract.

#### Reports

A sample of the reports we currently generate for our customers is attached labelled Appendix D Q2a. This illustrates activity against each item of equipment in a selected time period. The report is typically presented in Excel format as per the attached Appendix, but, can be presented in a variety of ways to suit an individual clients needs. Thus, we can provide information in formats as illustrated in the ITT. And will be able to comply with requirements of Appendix E.

In addition to the attached activity report we also regularly submit reports to clients showing: Items and clients on an agreement, services scheduled throughout the contract period. A sample of such a report is attached labelled Appendix D Q2b.

#### Hand Held Terminals for Site Engineers

Our engineers utilise Hand Held Terminals (HHT) enabling secure transfer of data from field service engineers (Mobile Worker) to the office host system and vice versa, therefore reducing paperwork

and having real time data available. This allows us to have job statuses and information obtained from site to be immediately updated onto our host system whilst our engineer is completing his visit entry. Additionally our engineers are able to view the history of an item of equipment they are working on thus helping to identify any issues to be considered on their visit.

### **Portal for clients**

Wessex Lift Co Ltd are currently in the process of installing and implementing a new ERP / Manufacturing / Service Management System that will give even greater flexibility to customise reports to meet each customer's (Housing Association, Local Authority etc.) needs.

A feature of our new computer system (implementation early 2019) is that it will give our customers the potential to log in and view their own records on a secure portal in a more efficient, cost effective and simpler way. To log in to our current system would require our client to be set up as a system user, and to purchase a license to use the software. We therefore, through our Care Team generate and provide all reports required and forward these to our customers within minutes of a request being received.

### **Maintaining our clients own databases**

Some of our clients require us to log on to their own databases and input job information, noting dates and times of attendance against their purchase order, job notes from the field and any associated costs. Thus, the named individual from our own Customer Care Team is able to save our client item and money by providing some of their data entry requirement from our office. This is a process we are familiar with for several different clients using different systems so do not anticipate any issues with complying with the requirements of Appendix E.

### **Additional ICT in vehicles**

In addition to technology used to run systems in our office and activity in the field, Wessex has also invested in further vehicle technology as follows:

All site vehicles are tracked live so emergency calls can always be handed to the nearest appropriate person.

Driving style recorders are fitted to report on vehicle driving style, this through additional staff incentives enables a more relaxed and economic driving style, benefiting the company, the driver, the environment and other road users.

### **Other**

During the term of contracts we regularly receive information to update our service database or processes. This may be as simple as adding or removing client's information and equipment records through to adapting to changes within local authorities own organisations such as changing from paper invoicing to electronic ordering and invoicing.

We will always ensure that our service database is kept up to date with current live information, and wherever possible, adopt or adapt working practises to ensure that our processes are as streamlined and in accordance with client requirements as far as practicable.

Job No	Address	Postcode	End User	Type of Visit	Equipment	Intention of Visit	Work Carried Out	Date Attended
373,945				Repairs as per quote	STAN/420/6102181	STAIRLIFT further work as per Quote 151686 To replace safety edge, end cap, hinge cap and top faulty remotes	FIT RAIL HINGE END CAP AND REMOTE HOLDER. CHECKED SJ 5/4/17	04/04/2017
378,208				Bkdwn, Contract	TERR/HARM/H220143601	email form gateway PO 232826 lift door does not close properly and the lift light does not turn off	ADJUSTED DOOR LOCK. LIGHTS STAY ON PERMANENTLY L/HAND SAFETY EDGE WILL OPEN DOOR AT TOP AND BOTTOM. PFFW- REPLACE PCB AND DRAWINGS REQ. CHECKED SJ 24/4/17	20/04/2017
378,359				Bkdwn, Contract	OPEM/T200/17090123	Tenant came in the reception to report that the hoist light is flashing and it is very slow. Please check and rectify	hoist ooo. replaced batteries as they were low on power but charge strip on top of hoist is scored and should be replaced. PFFW charge strip for top of hoist required Checked 2/5 DF	25/04/2017
378,911				Bkdwn, Contract	STAN/600/-	STAIRLIFT NOT WORKING, PROBLEM WITH PANEL	FOUND A BROKEN WIRE IN THE UP SAFETY CIRCUIT. REPAIRED WIRE LIFT NOW WORKING BUT REQUIRES FULL SET OF CHASSIS COVERS FOR L/H LIFT. PFFW- NEW SET OF CHASSIS COVERS FOR L/H LIFT REQ (INC LOCKING STRIP). CHECKED SJ 8/5/17	05/05/2017
378,546				Repairs as per quote	TERR/HARM/H220143601	REPLACEMENT OF MAIN PCB AS PER QUOTE 152093	wrong board supplied require board for harmony mk2 PFFW- BOARD FOR HARMONY MK2 REQ. CHECKED SJ 8/5/17	05/05/2017
378,970				Repairs as per quote	TERR/HARM/H220143601	As per last report replace the sling PCB. The one that will be sent 8/5/17 is the interim PCB	replaced sling board, lift now working. lights going out. CHECKED SJ 10/5/17	09/05/2017
379,574				Bkdwn, Contract	OPEM/T200/17090079	Cracks appeared on the ceiling around where hoist attached to the ceiling, tenant believes it is due to hoist weight. Could you please investigate to ensure the safety of the equipment and carry out all necessary repairs. Please report back.	CHECK SAFETY OF HOIST AND CRACKS IN THE CEILING. #THE CRACKS ARE ALONG THE JOIN IN PLASTER BOARD SHEETS. HOIST IS SAFE TO USE BUT CLIENT SAYS IT IS IN THE WRONG PLACE AND WOULD LIKE IT MOVED TO THE OTHER SIDE OF ROOM. PFFW- HOIST TO BE MOVED TO OTHER SIDE OF ROOM. CHECKED SJ 24/5/17	23/05/2017
379,585				Bkdwn, Contract	WESS/M36/5645	Vertical lift inside the house is faulty	TESTED LIFT CHECKED ALL SAFETY AND CONTROLS, FAULT NOT APPARENT BUT RECOMMEND REPLACING THE TRAILING CABLE. CHECKED SJ 24/5/17	23/05/2017
376,010				Repairs as per quote	GEM/	To replace broken handset on the hoist in the bedroom as per quote 151878	REPLACE HANDSET. CHECKED SJ 24/5/17	23/05/2017
381,600				Bkdwn, Contract	OPEM/T200/17090123	HOIST NOT WORKING. VC	Found handset broken. Replaced handset. Hoist now working. CHECKED 31/05/17 SK	24/05/2017

Job No.	Address	Postcode	End User	Type of Visit	Equipment	Work Carried Out	Date Attended
368,658				Service	OPEM/OT200/17090709	SERVICE. HECKED SJ 5/4/17	04/04/2017
368,659				Service	WESS/VM31/14049	SERVICE 2X12V 1.3AMP BATTERIES SS00 0000 CHECKED SJ 5/4/17	04/04/2017
373,833				Service		SERVICE OUTPUT ON CHARGER INTERMITTENT. 2X12V 5AMP BATTERIES CHECKED SJ 5/4/17	04/04/2017
373,834				Service		SERVICE CHECKED SJ 5/4/17	04/04/2017
363,609				Service	OT/200/17150144	CARRIED OUT SERVICE. CHECKED SJ 20/4/17	19/04/2017
374,366				Service	OXF/MID/10026304MDEL	CARRIED OUT SERVICE CHECKED SJ 20/4/17	19/04/2017
374,367				Service	OXF/MID/MDHY04010526	CARRIED OUT SERVICE CHECKED SJ 20/4/17	19/04/2017
374,370				Service	OXF/MER/TW0993	CARRIED OUT SERVICE CHECKED SJ 20/4/17	19/04/2017
374,372				Service	OXF/MER/TW61243	CARRIED OUT SERVICE CHECKED SJ 20/4/17	19/04/2017
374,374				Service	*KERRY/401UK-057	NO LONGER AT SITE CHECKED SJ 20/4/17 removed from contract 27/4 DF	19/04/2017
374,375				Service	-/-	CARRIED OUT SERVICE CHECKED SJ 20/4/17	19/04/2017
377,750				Service	LIFT/CUMB/46750L	carried out service. replaced battery in remotes, tightened arms CHECKED 2/5 DF	25/04/2017
377,751				Service	LIFT/CUMB/46749L	carried out service. tightened arms checked 2/5 DF	25/04/2017
377,753				Service	WESS/VM31/12416	carried out service. interior panel is broken(L/H when looking towards back of lift) and should be replaced. also key is bent and should be replaced CHECKED 2/5 DF	25/04/2017
377,760				Service	WESS/SP01/938	carried out service, all ok checkedc 2/5 DF	25/04/2017
377,764				Service	STAN/260/111767	service carried out CHECKED 2/5 DF	25/04/2017
377,765				Service	OPEM/1715014	carried out service checked 2/5 DF	25/04/2017

Customer	Address	City	Short Code	PostCode	Phone1	Phone2	ProductDescription	SerialNumber	InstallDate
CROPPER7		HULL	1191(N)				Portable Floor Hoist	OXFO/MER/06054148	
BYRNE20		MILTON KEYNES	413(N)				Stairlift, BB Classic	BISON/BEDE/W9624967	01/01/1996
3TAWNY		BRADFORD	1738(N)				Stairlift, BB Contour	BIS/BED/K0005280	19/05/2000
WHITNEY32		GIPSEYVILLE	WHITNEY32				Stairlift, Flow 2	Thys/Flo2/587904F	18/05/2011
PHILLIPS29V		BRISTOL	1083(S)				Stairlift, non Wessex	ACOR/SUP/110201237200	
MONFRIES		BRISTOL	905(S)				Stairlift, non Wessex	ACORN/120/110202339421u	
DENNIS28		POOL	810(S)				Stairlift, non Wessex	STAN/600/-	
DOWN42D		MILTON KEYNES	3124(N)				Stairlift, non Wessex	THYS/HOM/NSN	
13GROOMS		PINNER	2623(S)				Stairlift, non Wessex	STAN/215/1/89/67/2A	26/07/1989
BIRCH7		LONDON	1237(S)				Stairlift, non Wessex	ACOR/120/2005102035	01/01/1990
ROWE-TAYLOR		BARNSELY	260(N)				Stairlift, non Wessex	FREE/-/593330	01/01/1991
15CALDWELL		MIDDLESBOROUGH	928(N)				Stairlift, non Wessex	BISO/-/W9733757	01/01/1997
SCREEN43		BRISTOL	2504(S)				Stairlift, non Wessex	BISON/BEDE/W9838803	01/12/2000
BAINES27		LONDON	670(S)				Stairlift, non Wessex	STAN/300/	01/01/2003
SHAH14S		LONDON	261(S)				Stairlift, non Wessex	MEDI/140SE/S140051212664	14/01/2006
CROSSLAND9		BARNSELY	1674(N)				Stairlift, non Wessex	STAN/420/132314	01/03/2007
RUMBLE		NUNHEAD	1474(S)				Stairlift, non Wessex	THYS/LEV/-	14/04/2010
GLEN15T		YARM	1587(N)				Stairlift, non Wessex	STAN/420/730452	08/04/2011
GROVES65		BRISTOL	183(S)				Stairlift, non Wessex	MIN/950/S10100003	27/01/2012
LYNHAM49		MILTON KEYNES	1477(N)				Stairlift, non Wessex	HAND/	27/03/2012
STANLEY56		STROOD	1255(S)				Stairlift, non Wessex	STAN/420/-	29/03/2015
CAMPBELL42		HULL	1264(N)				Stairlift, non Wessex	HAND/M0212374	01/01/2016
KILLEN9		EDGEWARE	2608				Travelmaster hoist, other	ARJO/HUNT/V5/300041743	
BUNN2		BRADFORD	2331(N)				Travelmaster hoist, other	ARJO/MAX/LD441070167	
LANCASTER33		MILTON KEYNES	3197(N)				Travelmaster hoist, other	CAR/-/4882	
KEANE27		LONDON	1308(N)				Travelmaster hoist, other	CHIL/909154	01/01/1999
THOMPSON5		TUNBRIDGE WELLS	3221(S)				Travelmaster hoist, other	CHIL/WIS/905081	01/06/1999
ENGLISH52A		LONDON	205(S)				Travelmaster hoist, other	CHIL/WIS/005046	06/06/2000
BUCKLAND		NUNHEAD	1245(S)				Travelmaster hoist, other	CHIL/WISP/11025	03/11/2001
STRATTON		CHINGFORD	1824(S)				Travelmaster hoist, other	CHIL/INVA/0702022	15/04/2002
BOWRA		LONDON	833(S)				Travelmaster hoist, other	CHIL/210070	27/09/2002
GBEL		BARNSELY	184(N)				Travelmaster hoist, other	WEST/TRA/604925	01/11/2004
HOWARD69		LONDON	273(S)				Travelmaster hoist, other	CHIL/WIS/408089	11/11/2004
HOWARD69		LONDON	273(S)				Travelmaster hoist, other	CHIL/WIS/410104	11/11/2004
HOWARD69		LONDON	273(S)				Travelmaster hoist, other	CHIL/WIS/410113	11/11/2004
NAVARRO		BERMONDSEY	267(S)				Travelmaster hoist, other	CHIL/WIS/306027	16/03/2005
AHMED6		LONDON	105(S)				Travelmaster hoist, other	CHIL/-/408104	05/04/2005
PARKINSON40		MILTON KEYNES	1623(N)				Travelmaster hoist, other	CHIL/-/W0298	14/04/2005
PARKINSON40		MILTON KEYNES	1623(N)				Travelmaster hoist, other	CHIL/-/W2098	14/04/2005
NASH21		MILTON KEYNES	844(N)				Travelmaster hoist, other	CHIL/-/807046	09/11/2005
NASH21		MILTON KEYNES	844(N)				Travelmaster hoist, other	CHIL/-/WL920756	09/11/2005
HETHERINGTON12		BRADFORD	2341(N)				Travelmaster hoist, other	WEST/130/FTAD0367	01/01/2006
SIVANAYAGAM		BALHAM	3791(S)				Travelmaster hoist, other	WEST/FTAD17841	01/01/2007
PICKLES6		BRADFORD	2290(N)				Travelmaster hoist, other	WEST/FTAD13794	01/01/2008
PLANT111		FULHAM	3303(S)				Travelmaster hoist, other	WEST/FREE/FIAD13367	01/02/2008
RUDDICK		PINNER	2753(S)				Travelmaster hoist, other	TAX	01/01/2009
COLEMAN29C		EDMONTON	123(S)				Travelmaster hoist, other	GEM/AL/09/431FB	23/06/2009
PEMBERTON34		LONDON	45(S)				Travelmaster hoist, other	TRAN/XTRA/TXM14722	01/12/2011
PEMBERTON34		LONDON	45(S)				Travelmaster hoist, other	TRAN/XTRA/TXM15933	01/12/2011
MOIRA20		TOTTENHAM	927(S)				Travelmaster hoist, other	OPE/T200/17090596	24/02/2012
CINDO47		CHINGFORD	2875(S)				Travelmaster hoist, other	SUNR/VOYA/	10/09/2012
NESSA1		CAMDEN	3176(S)				Travelmaster hoist, other	OPEM/OT200/17091123	24/01/2013
JONES8R		LONDON	1422(S)				Travelmaster hoist, other	WEST/TRA/TXD 20451	28/03/2013
JONES8R		LONDON	1422(S)				Travelmaster hoist, other	WEST/TRA/TXD20462	28/03/2013
GAGER21		LONDON	GAGER21				Vertical Lift, Non Wessex	POLL/LBE1702	16/02/1999
MCCULLOUGH51		ROCHFORD	3070(N)				Vertical Lift, Non Wessex	TERR/HAR/1104210	12/01/2005
KAUR140		HACKNEY	2877(S)				Vertical Lift, Non Wessex	TERR/HAR/H06417	01/03/2009
BARRETT45		TAUNTON	BARRETT45				Vertical Lift, Non Wessex	TERRY/	01/05/2014
LAZAROU138		FINSBURY PARK	2879(S)				VL31, Wessex hyd w/c lift	WESS/ML3/7547	23/06/1995
CENTENO		BIRMINGHAM	3163(N)				VL31, Wessex hyd w/c lift	WESS/VL3/7468	24/11/1995
DEAN1		SMETHWICK, WARLEY	3178(N)				VL31, Wessex hyd w/c lift	WESS/VM3/007686	19/12/1995
BARRETT19		ICKENHAM	3185(S)				VL31, Wessex hyd w/c lift	WESS/VM3/7615	25/03/1996
PEEL5		SOUTHEND ON SEA	3169(N)				VL31, Wessex hyd w/c lift	WESS/VM3/7723	05/06/1996
LAW38		SOUTHEND ON SEA	3167(N)				VL31, Wessex hyd w/c lift	WESS/VM/7734	12/06/1996
GATES175		RUISLIP	3189(S)				VL31, Wessex hyd w/c lift	WESS/VM3/7619	19/06/1996
MCGAUGHEY3		TUNBRIDGE WELLS	3231(S)				VL31, Wessex hyd w/c lift	WESS/VM3/7729	12/09/1996
HUNTER1		TUNBRIDGE WELLS	3229(S)				VL31, Wessex hyd w/c lift	WESS/VM3/7728	12/09/1996
SHAMSUL2		BIRMINGHAM	3180(N)				VL31, Wessex hyd w/c lift	WESS/VM/7872	12/03/1997
OXFORD83		COLCHESTER	3013(N)				VM31, Wessex	WESS/VM3/7848	27/04/2006
DOWSETT63Q		LETCHWORTH	3100(N)				VM31, Wessex	WESS/VM/13833	19/03/2012
CANNON12		ICKENHAM	3183(S)				VM31, Wessex	WESS/VM3/13942	27/04/2012
CAMPBELL21		LONDON	1465(S)				VM31, Wessex	WESS/VM/13989	22/05/2012
PRIEST1		POLEGATE	2938				VM31, Wessex	WESS/VM/16699	08/06/2015
BAYEREN41		CHINGFORD	2873(S)				VM31, Wessex	WESS/VM/16763	10/07/2015
CAINS2		BIRMINGHAM	3116(N)				VM31, Wessex	WESS/VM/17025	17/02/2016
ASGHAR117		BIRMINGHAM	3121(N)				VM31, Wessex	WESS/VM/17204	19/02/2016
HAMZA4		BIRMINGHAM	3117(N)				VM31, Wessex	WESS/VM/17891	04/01/2017
ELBERGUI		CAMDEN TOWN	3177(S)				VM31, Wessex	WESS/VM31/18626	08/12/2017

### **Question 3 – Customer Service (10%)**

Gateway Housing Association is committed to providing an efficient and customer focused service to residents and this will mean that a good working relationship will be required between Gateway's Team and the selected Contractor if this service is to be delivered to residents.

Identifying how your organisation can:-

- Provide key points of contact to help deliver the required Customer Service to Residents.
- Working arrangements between the Contractor's Contract Manager, Admin Team and the operatives to ensure that feedback on works is available to the team at Gateway.
- Other methods of communication allowing Gateway's in-house team access to data on either works in progress or works completed. (5%)

For the various elements of work covered by the Contract, provide an example of where your organisation has provided for another Housing Provider systems which have helped to deliver the required levels of customer service to Residents. (5%)

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#### **Relationship with Customer & Client**

It is our aim and policy, to always try to work with our customer, such that we fully understand each other's needs in terms of business, accountability and ambitions. Respect of each other's needs and clear and regular communication will help to ensure a successful working relationship.

#### **Key Points of Contact**

The contract would be managed from our Head Office and production facility in Romsey, Hampshire, but serviced by locally based engineers.

Our Customer Service Manager, Service Team Co-Ordinator and Customer Care Manager based in our Head Office will be directly involved in ensuring completion of works in accordance with the contract and will be available to attend review meetings as and when required. A named Customer Care Administrator will be introduced as a key point of contact for all day to day enquiries, but, supported by a Customer Care Team who will be able to receive, record and pass out work requests.

#### **Delivery of Works**

Works would be carried out on site by our regional Field Service Engineers who reside in the local area. Each of our service engineers will operate from a well stocked van which is kept supplied with replacement parts on a stock replenishment basis. Thus we can strive to fix first time.

We have a team of engineers based across the UK who occasionally, to provide holiday cover etc. will temporarily work away from home areas to ensure full continuity of cover for repairs and service. The visiting engineer will be fully briefed on the requirement of the client's contract, and will be operating from a well stocked vehicle to ensure seamless continuity.

If necessary, a problematic job can be escalated to one of our supervisors or Service Manager, who will arrange to attend with our engineer to resolve or organise a planned solution.

### **Appointments and Site Attendance**

Our staff are aware and committed to dealing with disabled clients and have empathy and understanding of their needs. We have the skills to assess and prioritise calls in a sympathetic and professional manner.

We endeavour to contact the client by telephone to arrange a mutually convenient date and time to attend. We will give at least 5 days notice of an appointment, and advise whether we will be visiting in the morning or afternoon. We are mindful that a lot of our clients will have other essential visits (carers attending etc.) and will always be respectful of their needs and attend at a specific agreed time if necessary. If telephone contact is not possible, we can write, email or text. Within our Customer Care Team we can communicate in several different languages.

If it is not possible to contact the client (perhaps the phone number has changed) we will send them a freepost contact letter inviting them to contact us (we provide a freepost addressed envelope) so we can update our contact information and make an appointment. If there is still no response, we will write to the owner of the equipment, seeking their advice or assistance in arranging a visit.

When it is necessary to attend site as a result of a breakdown of an item of equipment, we are able to assign the call request to our nearest available engineer, he will then phone the client to advise of his estimated time of arrival.

When attending site we consider it important not to just consider the equipment, but to particularly consider the client, what observations they may have about the equipment, what issues they may mention to our engineer.

Should a client miss an appointment we leave a card (sample enclosed, labelled Appendix D Q3a) to advise them who has called, we will also make practical checks to ensure client is not home and in distress.

### **Personal feedback from site**

Our engineer will report back to the office so we can advise if there is concern about the user, the equipment, or their usage of the equipment, for example, we have occasionally had to report concerns about health, cleanliness, weight of equipment user etc. On many occasions we have been able to be instrumental on raising the alarm on clients whom we have found in a distressed or overly vulnerable situation.

### **Daily / Weekly Liaison with Customer**

Our named Customer Care Administrator will liaise on a regular basis, or whenever required to, with Gateway Housing to ensure that any pertinent information is fed back efficiently and reliably. Such information can relate to status after repair visit, reporting if any items left out of service, reporting if improvements are required and reporting back if there is a social or health issue that is apparent with the resident.

### **Customer Satisfaction**

We have successfully tendered for the service and repairs works required on a range of handling and moving equipment, and through care, good engineering and diligence have been unable to improve the reliability of existing equipment by servicing regularly on time, making and carrying out necessary recommendations for product improvement, and where necessary advising the owner of the equipment when the usage or condition of the client or equipment suggests that new equipment is required.

Should, for any reason we receive a negative type response from a client, which could relate to any part of our operations or organisation, we have in place a robust Customer Complaints Procedure, this will ensure that any dissatisfaction is communicated to all relevant staff and that an action plan is put in place to resolve the issue with the complainant being kept fully informed, along with the equipment owner (if different).

Our Customers can complete a brief satisfaction rating on our engineers Hand Held Terminals , additionally we leave customer satisfaction cards (see sample attached, labelled Appendix D Q3a) at every installation, service and maintenance visit, with a free post attached questionnaire which we encourage the client to complete and return to us to give us information to monitor our performance from an external source i.e. cleanliness of the property on completion, time keeping, quality of installed product etc. This information is inputted in to our database to give us full information on any trends or problems that may occur. These are also reviewed on a monthly basis

### **Further delivery of customer service to Customers & Residents**

#### Workshop Repairs

In addition to our on site service activities for a wide range of clients, covering many types of equipment, we also have our own manufacturing and design facility, thus we have direct access to our own welding and fabrication workshops, electrical manufacturing workshops (looms, PCB repair etc.) thus we have the necessary skilled staff who can, where parts are not available, help to provide the solution with repaired parts or a suitable appropriate replacement.

#### Training and advice for our Clients

We are also able to offer impartial advice on the areas where costs can be saved when new equipment is specified by ensuring that products that are recommended or chosen afford robustness and ease of use and maintenance.

We are able to provide training and impartial advice on product selection, updates to information contained within British Standards and legislation. With our experience and expertise we can assist OTs and other health professionals with site surveys to ensure the best equipment is specified that suits the user and property, our advice is honest and fair even if it means making recommendations that does not recommend our own services or products.

With our own showroom and meeting rooms in Romsey, we would if successful with our tender be able to offer the use of our facilities to deliver training – our training and demonstration days can be product related, or, as is often the case, not geared to a specific product, but to share our knowledge of Standards, Legislation, and the Industry in general.

We often provide such training at workshops for the College of OTs and others at their conferences.

We also provide technical training courses for other lift company's engineers and technicians from local authorities who may need to know how products operate as they may themselves be called to site.

## Community Events and Social Interaction

We are able to support community events with staff and loan products, for example, local school productions and presentations occasionally need temporary wheelchair access onto a stage for an event. We have attended local community and county shows to demonstrate our products and to give knowledge of our operations in the region.

We have also in the past offered to assist with young persons (school leavers etc) training by arranging mock interviews, offering work experience and giving careers advice.

## Example of how we have assisted another Housing provider

### **Lancashire County Council - Service & Maintenance of Stairlifts & Vertical Lifts**

We have a current service contract with LCC until 2019 looking after circa 3,000 items of equipment. Our service contracts with Lancashire CC initially commenced in 2010 and covered the period to 2015 after contract extensions were awarded. The contract was initially to carry out servicing, repairs and call outs to hoists, stairlifts, homelifts and step lifts in domestic properties in the East of the county. We had been awarded the works in one half (East) of the county as up until this tender, the council would always split (East & West) their service portfolio between more than one service provider.

We were able to demonstrate across the East of the county that it was possible for a contractor to deliver a service better than that previously received, at a price that afforded a saving. Thus, when the contract was retendered, the Council had the confidence to consider one supplier covering the whole county.

In 2015 the contract was retendered, split into Lots according to type of equipment and area of the county, with the possibility of contractors now being awarded more than one Lot. We were successful with our bid, and delighted to be awarded the contract across the East & West of the county, such that we now maintain stairlifts, home lifts, and step lifts across the whole county in both domestic and multiple use buildings. In addition to the units on agreement we also carry out servicing and repairs requested by the council to equipment not on contract, either given to us as an escalated call, or, as a preferred service provider for an equipment type not awarded to a supplier - such as bathing equipment, beds, etc.

In addition to routine planned scheduled services, we needed to provide a 24/7 call out facility with engineers on standby to provide a rapid call out (2 hours) and repair response. We are also required to carry out repairs and improvements that may be noted either on a service visit or by an insurance surveyor. When additional works are required beyond the scope of the initial visit or our authorisation to proceed we provide quotations within 24 hours of request.

Our Regional Supervisor is required to carry out an audit check to 5% of all service visits. Monthly KPIs are provided showing: Services due / Services completed / access issues / breakdowns reported / responses / quotes raised (within 24 hours) / No of site audits / No of visits prompted by insurance reports.

Our customer now enjoys an improved service delivery, greater resident satisfaction all at a more affordable price.



Wessex Lift Company aims to provide the highest standards of service. We would be grateful if you could spare the time to complete this simple questionnaire as it will assist us in ensuring that we continue to provide the kind of service that our customers require.

## HOW SATISFIED ARE YOU ?

<i>Please tick the appropriate box</i>	Excellent	Good	Average	Fair	Poor
Communication from Company	<input type="radio"/>				
Acceptable appointment time/s	<input type="radio"/>				
Field Staff courtesy / efficiency	<input type="radio"/>				
Demonstration of product	<input type="radio"/>				
Cleanliness of your property/products on completion	<input type="radio"/>				
Quality of installed products	<input type="radio"/>				
Quality of Service / Repair	<input type="radio"/>				



Sorry we missed you when we called today:

...../...../..... @ .....

(Date)

(Time)

Please call the customer service office on the number below to arrange another visit.

Wessex Lift Co Ltd  
Budds Lane Industrial Estate, Romsey, Hampshire, SO51 0HA  
Telephone: (01794) 830303 Fax: (01794) 512621

Please suggest on how we could improve our service to you.  
Are there any other comments that you would like to make?

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Your Name \_\_\_\_\_

Post Code \_\_\_\_\_

Product:

ICO / JOB No:

#### **Question 4 – Health & Safety (10%)**

Identify your organisation's training arrangements relating to Health & Safety and specifically identifying core areas of Health & Safety Training provided to staff (administration and operatives). Include as part of your response details of how records are maintained and requirements are identified in terms of refresher training. (5%)

Identify appropriate Safety Accreditations that your organisation has in relation to the services being provided under this Contract. Identify how the Accreditations will benefit Gateway Housing Association in the service provided under the terms of the Contract and how it will contribute to the safety of residents (5%)

Answer to be on 5 sheets of A4, maximum.

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#### **General Health & Safety Statement for Wessex Lift Co Ltd.**

The Company will observe the Health and Safety at Work Act 1974 and all relevant regulations and codes of practice made under it from time to time.

The Company will take into account any recommendations made by the Health and Safety Executive with regard to health and safety issues and where appropriate will liaise with the Health and Safety Executive on health and safety issues which are of particular relevance to the Company.

Our policy is to provide and maintain safe and healthy working conditions, equipment and systems of work for all our employees whether they are working on site, at any regional depot or customers premises, and to provide such information, training and supervision as they need for this purpose.

We also accept our responsibility for the health and safety of other people who may be affected by our activities.

We have a Health & Safety Committee made up of members of staff from all functions of the company who meet on a bi-monthly basis, with the meeting chaired by a company director – this is a formal minuted meeting. Any areas of concern are reported to a Committee member for discussion and action to be agreed at the meetings. Minutes of the meetings are available to all staff via our notice boards and electronically.

All staff have access to a Health & Safety Representative who will give advice and tool box talks on any updates or changes. This is also backed up with any Health & Safety literature, signage and posters along with visual awareness aids.

#### **Training**

Our operatives are trained to be aware of Health & Safety, and the prevention of risk, such training is recorded.

All staff, whether factory, site, warehouse or administration are given training during induction upon commencement of employment with us. This training includes Manual Handling, Risk Awareness, Evacuation and Alarm raising and includes a Health & Safety Questionnaire to establish the level of knowledge of any staff member. This questionnaire is then reviewed by our Safety Officer who will assess what, if any, further training is required to achieve the standard Wessex Lifts requires.

Manual handling training is given to every employee as standard at commencement of employment and thereafter on a regular basis.

For our Field Service engineers, some of whom will be delivering works for Gateway Housing, our Risk Assessment (Service) 2017 is document is produced along with our Hazard and Risk Score Table. This shows all areas of service operations assessed for risk, and applicable control measures that are utilised and resultant risk.

All our staff are risk assessment trained and we conduct risk assessments when we visit site. If risks are assessed to be high, preventative measures are put in place to enable us to carry out works required. If risk is still assessed as too high, work will be deferred while risk is assessed at a higher level within our organisation. Within our risk assessment we ensure the risks of not only our staff are assessed but also for any occupant of the property present at the time of the works being carried out.

We issue our Health & Safety policy to all employees at induction. Copies are also available to all members of staff both in paper form and electronically. Any updates or changes to legislation are communicated to staff.

We have an ongoing staff monitoring procedure to ensure that any legislatively driven training timescales do not elapse.

In addition to the Manual Handling and Risk Assessment training referred to above, our staff who attend site are also trained in the following:

- Asbestos Awareness.
- Working at Height.

Records of all training are recorded on a training matrix for our staff. This reviewed regularly to ensure that any periodic training is kept up to date.

### **Incident Reporting**

Should any incidents or injuries occur these will be recorded in our Accident Report book, and if necessary reported to the HSE under RIDDOR requirements. The affected member of staff will be spoken to by a senior manager to understand exactly what happened, to determine, why, and to put in preventative measures as required.

### **PPE**

Our operatives are issued with PPE relevant to their role, this PPE is kept in good condition and replaced as required.

### **First Aid**

All our field based staff carry a basic first aid kit in their vehicles.

### **Equipment**

Specialist tools, measuring equipment, step ladders and power tools are issued to our operatives, these are visually checked each time they are used, and where appropriate tested and certified periodically (for example PAT testing and meter calibration), such testing and calibration is recorded in line with our ISO9001:2015 Management System.

We inspect stepladders each time they are used, and record weekly their condition. Vehicles are maintained regularly in accordance with manufacturers recommendations, and a weekly recorded inspection carried out by the driver.

### **Security of staff and data.**

All our staff undergo Enhanced DBS checks and are trained on Customer Service and interfacing with vulnerable people of all natures. If following our risk assessment, prior to work being undertaken, the engineer requests a second member of staff to be present then this will be arranged.

We ensure security of data in line with latest GDPR legislation. We are both a data processor and data controller, and take the security and safety of the data we have access to very seriously. We have processes to ensure only relevant data is passed to our site staff and that this is kept secure.

### **Safety Accreditations awarded to Wessex Lift Co Ltd**

Wessex Lift Co Ltd has the following awards / accreditations:

- OHSAS 18001(2007).
- Construction Line – Silver member.
- Exor – Gold accreditation.
- CHAS.
- Alcumus Safe Contractor Award.
- SMAS –SSIP award.
- British Safety Council member.
- LEIA member, (our Managing Director is a board member, and Chair of Personal Lifting Committee).

### **How our Health & Safety Accreditations and practices will contribute to the safety of residents.**

Wessex Lift Co. Ltd. has an ethos and passion about working safely to ensure that we do not expose any staff or members of the public to undue risks.

Our awards and accreditations help to illustrate how we comply with safe working practices and this ethos and compliance is cascaded throughout the company. Thus, when working on site we can be confident that our operatives work in a manner that is both safe to themselves and others.

We are assessed twice per annum by the British Standards Institute to ensure compliance with the requirements of OHSAS18001 (and ISO9001 &ISO14001 which we are also accredited with), this ensures that we do embrace and practice latest H&S guidelines. These assessment visits include regular on site assessments too.

Upon arriving on site our initial risk assessment is completed and the work environment checked to make sure it is safe to undertake the work.

Part of our site risk assessment includes an assessment of the property in terms of risk associated with cleanliness, clutter and general ambience of the environment. Where necessary, we do raise the alarm if we believe that a member of the public (resident) requires assistance from other professionals (Social Services, Medical, Environmental) due to conditions found.

Our membership of the British Safety Council and LEIA will ensure that we are kept abreast of the latest legislation and best practises affecting our industry.

**SECTION 8**

**MINUTES OF PRE-CONTRACT MEETING DATED 27 FEBRUARY 2018**

# Minutes of Pre-Contract Meeting



Gateway Housing Association - Term Maintenance Contract – Domestic Lifts

Held on Wednesday, 27 February 2019 at 11.30 am

Venue: Gateway Housing Association Housing Offices at Mile End Road

Present	Email Address
Mr E Ehiorobo, Gateway Housing	<a href="mailto:Edward.Ehiorobo@gatewayhousing.org.uk">Edward.Ehiorobo@gatewayhousing.org.uk</a>
Mr J Gilbert, Gateway Housing	<a href="mailto:john.gilbert@gatewayhousing.org.uk">john.gilbert@gatewayhousing.org.uk</a>
Ms N Kurakina, Gateway Housing	<a href="mailto:natalya.kurakina@gatewayhousing.org.uk">natalya.kurakina@gatewayhousing.org.uk</a>
Mr M Smith, Wessex Lifts	<a href="mailto:martin.smith@wessexlifts.co.uk">martin.smith@wessexlifts.co.uk</a>
Mr G Barber, calfordseaden LLP	<a href="mailto:gbarber@calfordseaden.com">gbarber@calfordseaden.com</a>
Mr S Gray, calfordseaden LLP	<a href="mailto:sgray@calfordseaden.com">sgray@calfordseaden.com</a>
<b>Apologies</b>	
None	
<b>Copies to those present</b>	

## Action

### 1. INTRODUCTIONS

1.1 All parties were introduced to the meeting.

### 2. QUERIES - ITT DOCUMENTS

2.1 Wessex Lifts confirmed that they had no queries in relation to the tender documentation.

### 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 Wessex 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 15 of Minutes.

### 4. DRAFT CONTRACT INSTRUCTION NUMBER ONE

4.1 Wessex Lifts being the incumbent provider, provided a Schedule of Lifts that they currently have on Contract (see appended Schedule – total of 67 items of equipment). Gateway to review and confirm this as being correct.

4.2 Following finalisation of the Schedule, calfordseaden to draft Contract Instruction 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.

6. **CONTACT SCHEDULE – WESSEX LIFTS**

- 6.1 See appended document provided by Wessex Lifts with key contact information.
- 6.2 As Wessex Lifts are the incumbent provider, it was confirmed that current phone numbers, email addresses, etc. would not change.
- 6.3 It was confirmed that the main points of contact would be Mark Jinks, Service Team Co-ordinator supported by Emma Hagger who is part of the Customer Care Team.

7. **CONTACT SCHEDULE – GATEWAY (CONTRACT ADMINISTRATOR)**

- 7.1 Gateway confirmed that the same points of contact would remain in place and no changes are envisaged for the new Contract.
- 7.2 Gateway did confirm that they are 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**

- 9.1 These have been confirmed on the Schedule appended provided by Wessex Lifts. No action required.

10. **INVOICING AND PAYMENTS – PROCESS**

- 10.1 Wessex Lifts confirmed that the current systems were working well and Gateway advised that no changes were proposed under the new Contract arrangements.

11. **CHARGEABLE WORKS - PROCESS**

- 11.1 It was again confirmed that there were no changes to the existing processes in place and that the pre-authorized arrangements for repairs will remain at £250 inclusive of VAT.

12. **WESSEX LIFTS**

- 12.1 Wessex Lifts were requested to provide a pack which includes details of engineers, DBS checks, Asbestos Awareness Training, together with their generic Risk Assessments and Method Statements for the type of work covered by the Contract.

Wessex

## Action

13. **LOLER REPORTS – PROCESS**
- 13.1 It was confirmed that there would be no changes to the current processes in place which are working well.
- 13.2 Gateway confirmed at the meeting that all items of equipment covered by the Contract are covered by BSE.
14. **REPORTING – CALL-OUTS, PPM AND LOLER**
- 14.1 calfordseaden made reference to the ITT Documents and in particular to the various reports required for call-outs, servicing and closing down of defects from Thorough Examination Reports. This also includes Trend Reports.
15. **CONTRACT DOCUMENTS**
- 15.1 calfordseaden to prepare Contract Documents for signing by both parties.
- 15.2 The Contract Documents will initially be issued to Wessex Lifts for signing week commencing 04 March 2019. **CS**
16. **HEALTH & SAFETY**
- 16.1 Gateway to review “At Risk” on Active H and to provide Wessex with details as necessary. **Gateway**
17. **ASBESTOS REGISTERS**
- 17.1 Gateway advised that these will be available to Wessex via a dropbox arrangement. **Gateway**
18. **FREQUENCY AND DATES OF PROGRESS MEETINGS**
- 18.1 It was confirmed that meetings would be taking place for all of the new Contracts in mid-April 2019. Gateway to confirm time and date. **Gateway**
- 18.2 Thereafter, meetings will revert to a quarterly basis.
19. **ANY OTHER BUSINESS**
- 19.1 Gateway advised that they were holding a new Contractors event in April 2019 and Wessex would be invited to attend. Time and date to advised. **Gateway**
- 19.2 A discussion took place concerning Asset Collection and as part of the new Contract arrangements, missing gaps in data to be collected. In particular information required by Gateway relates to dates / age and where there is obsolescence / difficulty in obtaining parts. **Wessex**
- 19.3 Access to certification was discussed and Wessex confirmed that they are currently working on the development of their new IT System which will allow access to both servicing and repair data. This should be finalised during 2019. **Wessex**