



## CONSULTANCY SERVICES CONTRACT (COMPANY)

This is a direct award to Baily Garner from Lot 11 of the SEC Consultancy framework OJEU reference 2020/S 134 3313730. The framework was tendered under restricted process in July 2020 and comprises twelve Lots of which Baily Garner were appointed to seven Lots, including Lot 11.

SEC framework consultants are asked to sign a framework agreement on joining the framework. This formal document governs the on-going relationship between SEC and the appointed consultant, plus how an award from that framework can be made.

dated the 10 August 2021

### BETWEEN:

1. **Raven Housing Trust Limited**, a charitable Community Benefit Society, registration no. 30070R, whose registered office is at Raven House, 29 Linkfield Lane, Redhill, Surrey RH1 1SS ("RHT"), and
2. **[Baily Garner]**, a company registered in England and Wales with company number **[OC305198t]**, whose registered office is at **[146-148 Eltham Hill, London SE9 5DY]** (the "**Consultant Company**");

Each referred to in this Contract as "**a Party**" and together as "**the Parties**".

### IT IS HEREBY AGREED:

#### 1. Definitions and interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Contract:

**Commencement Date** 9<sup>th</sup> August 2021

**Confidential Information** information whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory relating to the business, products, affairs and finances of the RHT for the time being confidential to the RHT and trade secrets, including without limitation, technical data and know-how relating to the business of the RHT or any of its contacts;

**Data Subject** has the meaning given to it in the DPA;

**Deliverable** means a work produced by the Consultant Company in the course of the Services, including but not limited to all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, Inventions, ideas, discoveries, developments,



improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form prepared by the Consultant Company or the Individual in connection with the provision of the Services.

<b>DPA</b>	means the Data Protection Act 2018;
<b>Fee</b>	The sum to be paid for the Services as set out in Clause 4 and the Schedule;
<b>Individual(s)</b>	Key Personnel – Jo Hills, Barry Jenkinson
<b>Insurance Policies</b>	commercial general liability insurance cover (including professional liability cover) as appropriate for the Services, employer's liability insurance cover and public liability insurance cover;
<b>Intellectual Property Rights</b>	patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, (including the software code), database rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;
<b>Invention</b>	any invention, idea, discovery, development, improvement or innovation made or developed by the Consultant Company or by the Individual in connection with the provision of the Services, whether or not patentable or capable of registration and whether or not recorded in any medium;
<b>Personal Data</b>	has the meaning given to it in the DPA;
<b>Programme</b>	the timetable for delivery of the Services set out in the Schedule;
<b>Modern Slavery and Human Trafficking Policy</b>	RHT's policy and procedure to prevent and detect modern slavery in its supply chains, which is available to the Consultant Company on request;
<b>Services</b>	the Services to be provided by the Consultant Company for RHT as set out in Clause 3 and as more particularly described in the Schedule;
<b>Substitute</b>	a substitute for the Individual appointed under the terms of Clause 3.3;
<b>Termination Date</b>	the date of termination of this Contract howsoever arising.



- 1.2 The headings in this Contract are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force at the Commencement Date, including any subsequent amendment, extension, or re-enactment and includes any subordinate legislation made under it.
- 1.4 A reference to one gender includes a reference to the other gender.
- 1.5 The Schedule to this Contract forms part of (and is incorporated into) this Contract.



## **2. Term**

- 2.1 This Contract shall commence on the Commencement Date and shall continue until the Services are properly completed in accordance with the Programme or unless and until terminated in accordance with Clause 10.

## **3. Services**

- 3.1 The Consultant Company will provide the Services in accordance with the terms of this Contract with all proper skill and care and without limitation the Consultant Company will provide suitably skilled and trained personnel to carry out the Services. The Services shall be performed by the Individual(s). The Consultant Company will provide the Services in accordance with the Programme and for the Fee.
- 3.2 If the Individual is unable to provide the Services the Consultant Company shall advise RHT of that fact as soon as reasonably practicable and shall provide such evidence of the reason why the Individual is unable to perform the Services as RHT may reasonably require. For the avoidance of doubt no Fee shall be payable in accordance with Clause 4 in respect of any period during which the Services are not provided.
- 3.3 The Consultant Company may, with the prior written approval of RHT and subject to the following proviso, appoint a suitably qualified and skilled Substitute to perform the Services instead of the Individual, provided that if the Substitute is not directly employed by the Consultant Company, the Substitute shall be required to enter into direct undertakings with RHT, including with regard to confidentiality. If the RHT accepts the Substitute, the Consultant Company shall continue to invoice the RHT in accordance with Clause 4 and shall be responsible for the performance and remuneration of the Substitute.
- 3.4 The Consultant Company shall procure that the Individual(s) is available on reasonable notice to provide such assistance or information as RHT may require.
- 3.5 This Contract is not exclusive. RHT acknowledges that the Consultant Company enters this Contract in the course of its business of providing services to its customers, and the Consultant Company is and remains at liberty to also provide services to third parties. RHT is and remains at liberty to engage services (including similar services) from third parties.
- 3.6 The Consultant Company warrants, represents and undertakes that:
- 3.6.1 it has full capacity and authority and all necessary consents to enter into this Contract and to perform the Services and that this Contract is executed by a duly authorised representative of the Consultant Company;
  - 3.6.2 it has all necessary consents to use any third party rights (including software) to provide the Services, and that no software or equipment when used by RHT will breach the intellectual property rights of any other person;
  - 3.6.3 it will provide the Services in compliance with all applicable laws, enactments, regulations, orders, standards and codes of practice.
- 3.7 The Consultant Company shall, and shall procure that the Individual(s) shall, comply with all relevant health and safety policies and procedures whilst working on RHT's premises and report to RHT any unsafe working conditions or practices.
- 3.8 Unless it or the Individual(s) has been specifically authorised to do so by RHT in writing:



- 3.8.1 neither the Consultant Company nor the Individual(s) shall have any authority to incur any expenditure in the name of or for the account of RHT; or
- 3.8.2 the Consultant Company shall not hold itself (and shall procure that the Individual(s) shall not hold himself or herself) out as having authority to bind or legally commit RHT to any third party.

#### **4. Fee and Payment Terms**

- 4.1 For satisfactory performance of the Services, RHT will pay the Consultant Company the Fee set out in the Schedule.
- 4.2 Save in so far as otherwise expressly provided within the Schedule appended to this Contract, all amounts stated in this Contract are exclusive of VAT and any VAT arising in respect of the Services shall be paid at the current rate at the tax point date.
- 4.3 The Consultant Company shall submit invoices to RHT giving details of the days which the Individual(s) have worked if applicable, the Services which have been provided by the Consultant Company and the amount of the Fee payable. The amounts in each invoice shall not exceed the amounts set out in the Schedule and shall be inclusive of all attributable disbursements and expenses.
- 4.4 The invoices shall be submitted to RHT within 14 days from the completion by the Consultant Company of each stage of the Services and must quote the purchase order number supplied by RHT. RHT will pay the Consultant Company's invoices within 30 days of receipt of each invoice.
- 4.5 In the event that all or part of the Services are not provided to the agreed specification, RHT reserve the right to withhold payment until such time as the Parties agree that the terms of the Services have been fulfilled.
- 4.6 If this Contract is terminated by RHT in accordance with Clause 10.1, RHT will pay the Consultant Company for the Services properly provided prior to termination.
- 4.7 RHT shall be entitled to deduct from the Fee (and any other sums) due to the Consultant Company any sums that the Consultant Company may owe to RHT at any time.

#### **5. Intellectual Property Rights**

- 5.1 The Intellectual Property Rights in the Deliverables shall be assigned to and vested from the outset in RHT. All Deliverables will be marked © Raven Housing Trust Ltd. The right is reserved to RHT to alter or amend the Deliverables.
- 5.2 Copies of photographic material included in the Deliverables must be submitted to RHT with the Deliverables. The Consultant Company warrants to RHT that it may use such photographic material for its own or its sponsors, fundraising or publicity purposes.
- 5.3 The Consultant Company and the Individual(s) hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which the Consultant Company and/or the Individual(s) has in the Deliverables. The Consultant Company agrees to execute all documents and



do all acts as may, in the opinion of RHT, be necessary to give effect to this Clause 5.

- 5.4 In the event that the Individual(s) are not directly employed by the Consultant Company, the Consultant Company warrants to RHT that it has obtained from the Individual(s) a written and valid assignment of all existing and future Intellectual Property Rights in the Deliverables and a written irrevocable waiver of all the Individuals' statutory moral rights in the Deliverables, to the fullest extent permissible by law, and that the Individuals have agreed to hold on trust for the Consultant Company any such rights in which the legal title has not passed (or will not pass) to the Consultant Company.
- 5.5 Where pre-existing works are incorporated into any Deliverable, the ownership in such works will remain with the Consultant Company and RHT shall have a non-exclusive, irrevocable, world-wide, royalty free licence to use modify and distribute such pre-existing works, but only as part of the Deliverable; all other rights in the pre-existing works are reserved to the Consultant Company.
- 5.6 The Consultant Company shall indemnify, keep indemnified and hold harmless RHT from and against all liabilities, losses and expenses (including reasonable legal and professional fees) arising out of any claims by a third party that the provision by the Consultant Company of the Services and the production of the Deliverables violates any third party rights including but not limited to patents, copyrights, trademarks, design rights, database rights or any other intellectual property rights of any third party.

## **6. Confidentiality**

- 6.1 The Consultant Company acknowledges that in the course of providing the Services it and the Individual(s) will have access to Confidential Information. The Consultant Company has therefore agreed to accept the restrictions in this Clause 6.
- 6.2 The Consultant Company shall:
- 6.2.1 keep the Confidential Information strictly confidential and subject to the terms and conditions of this Contract;
  - 6.2.2 not disclose the Confidential Information or any part thereof to any person other than the Individuals, and shall ensure that each such Individual shall comply with confidentiality provisions no less onerous than those contained in this Contract;
  - 6.2.3 not use the Confidential Information or any part of it for anything other than the provision of the Services;
  - 6.2.4 not copy, summarise or transcribe the whole or any part of the Confidential Information, save as is reasonably necessary for the provision of the Services and all such copies, summaries and transcripts shall be deemed to be, and shall be clearly identified as being, Confidential Information;
  - 6.2.5 keep all Confidential Information in a safe and secure place and shall treat all Confidential Information in a manner which is no less secure than the manner in which it treats its own confidential and/or proprietary information and at least with reasonable care;
  - 6.2.6 notify RHT immediately on it becoming aware that any Confidential Information has been disclosed to or is in the possession of any person who is not an Individual(s); and



- 6.2.7 upon termination of this Contract or at the request of RHT, deliver up to RHT or destroy or erase (as RHT may in its absolute discretion direct) any records of whatsoever nature which are in the possession, custody or control of the Consultant Company to the extent that such records contain any Confidential Information, or which are produced or received by the Consultant Company in connection with the provision of the Services.
- 6.3 Notwithstanding any other provisions hereof, the Consultant Company shall not be liable for the release or disclosure of, and the confidentiality obligations hereunder shall not apply to, any Confidential Information that is:
  - 6.3.1 part of or enters the public domain through no fault of the Consultant Company and without breach of this Contract;
  - 6.3.2 subsequently obtained by the Consultant Company from a third party without breach of any obligation of confidentiality owed to any third party or RHT;
  - 6.3.3 known to the Consultant Company prior to the disclosure by RHT, without an obligation to keep such Confidential Information confidential;
  - 6.3.4 approved in advance in writing for public release by RHT; or
  - 6.3.5 independently developed by the Consultant Company as evidenced by written records and without any breach of this Contract.
- 6.4 The Consultant Company may disclose Confidential Information in accordance with a judicial or other governmental order or a regulation of a regulatory authority to whose jurisdiction the Consultant Company submits, provided that the Consultant Company:
  - 6.4.1 uses its best endeavours to obtain prior to the disclosures a written assurance from the applicable judicial or governmental authority that it will afford the Confidential Information a reasonable degree of protection against disclosure; or
  - 6.4.2 to the extent it may lawfully do so, gives RHT reasonable notice prior to such disclosure to allow RHT a reasonable opportunity to seek a protective order or otherwise.
- 6.5 All Confidential Information shall be deemed to be (and all copies, or any part or parts thereof) shall remain the property of RHT.
- 6.6 The requirements of this Contract regarding Confidential Information disclosed under this Contract shall remain in place notwithstanding the termination of this Contract.

## **7. Database Use and Data Processing**

- 7.1 Without prejudice to Clause 6 above, the Consultant Company will comply with the DPA and any other privacy, electronic communications and data protection laws of the UK at all times.
- 7.2 In particular, the Consultant Company agrees that:
  - 7.2.1 if required by the DPA, at all times during the term of this Contract it shall maintain an up to date notification with the Information Commissioner under the DPA;





- 7.2.2 all Personal Data of RHT to which the Consultant Company has access under this Contract shall be used exclusively for the sole provision of the Services;
  - 7.2.3 the Consultant Company shall take all appropriate technical and organisational measures to protect such Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure, use or access and against all other unlawful forms of processing, including controls over entry, access, intervention, disclosure, input and preservation of and to such personal data of RHT;
  - 7.2.4 the Consultant Company will not store or download any Personal Data of RHT on any mobile computer device or mobile storage device, including a lap-top computer, and the Consultant Company will only store the Personal Data of RHT at locations agreed with RHT;
  - 7.2.5 all Individuals shall be made aware of the requirements of this Contract regarding the Personal Data of RHT;
  - 7.2.6 the Consultant Company shall promptly upon the instruction of RHT return to RHT the Personal Data of RHT held by the Consultant Company (including all back-up records and other copies thereof, whether electronic or written);
  - 7.2.7 the Consultant Company shall promptly upon the instruction of RHT, update and correct any Personal Data of RHT held by the Consultant Company;
  - 7.2.8 all Personal Data of RHT held by the Consultant Company remains stored within the United Kingdom and is not transferred outside of the United Kingdom.
- 7.3 Procedure in regard to requests by Data Subjects relevant to RHT:
- 7.3.1 The Consultant Company shall notify RHT within 5 (five) working days if it receives a request from a Data Subject for access to that person's Personal Data.
  - 7.3.2 The Consultant Company shall provide RHT with full co-operation and assistance in relation to any request made by a Data Subject to have access to that person's Personal Data.
  - 7.3.3 The Consultant Company shall not disclose the Personal Data to any Data Subject or to a third party other than at the request of RHT or as provided for in this Contract.
- 7.4 RHT shall be entitled, on giving at least three working days' notice to the Consultant Company, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Consultant Company. The requirement under this clause to give notice will not apply if RHT believes that the Consultant Company is in breach of any of its obligations under this Contract.
- 7.5 The Consultant Company shall notify RHT immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data;

## **8. Bribery and Modern Slavery**

- 8.1 The Consultant Company warrants to and undertakes with RHT as follows:





- 8.1.1 Neither the Consultant Company nor any of its officers or employees have been the subject of any prosecution for an offence involving bribery or corruption nor has the Consultant Company, so far as it is aware, been investigated for any corrupt activities and it shall promptly notify RHT of the same;
  - 8.1.2 It shall comply with all applicable laws (including but not limited to the Bribery Act 2010), regulations and codes of conduct in relation to anti-bribery and anti-corruption including any code of conduct issued from time to time by RHT; and
  - 8.1.3 It shall maintain and implement its own anti-corruption policies and procedures in conformity with the Bribery Act 2010 and ensure that its employees and other persons associated with the Consultant Company comply with the same;
  - 8.1.4 It shall promptly notify RHT if any of the circumstances referred to in this clause change.
- 8.2 Further, the Consultant Company warrants and represents that neither it nor any of its officers, employees, agents, sub-contractors or any person acting on its behalf has offered, given or agreed to give any person any inducement or reward (or anything which might be considered an inducement or reward) in connection with the Consultant Company entering into this Contract or performing the Services under it.
- 8.3 The Consultant Company warrants to and undertakes with RHT that it will comply with RHT's Modern Slavery and Human Trafficking Policy, including ensuring the provision of any necessary training for the Individual and any Substitute(s) in relation to the Policy.

## **9. Insurance**

- 9.1 The Consultant Company shall maintain adequate Insurance Policies throughout the term of this Contract and for a minimum period of six years following the expiration or earlier termination of this Contract. The Consultant Company confirms that its current Insurance Policies:
- 9.1.1 cover the Services;
  - 9.1.2 are effective for the duration of this Contract; and
- 9.2 The Consultant Company shall supply to RHT on request copies of such insurance policies.
- 9.3 The Consultant Company shall in addition ensure that all professional consultants or sub-contractors engaged by it for the provision of the Services hold and maintain appropriate insurance cover.
- 9.4 The Consultant Company shall comply (and shall procure that the Individual(s) comply) with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way, or if the Consultant Company is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Consultant Company shall notify RHT without delay.

## **10. Termination**

- 10.1 RHT may terminate this Contract by giving one month's prior written notice to the



Consultant Company at any time.

- 10.2 Notwithstanding the above or any other provision of this Contract, either Party may terminate this Contract with immediate effect without notice and without liability to pay any remuneration, compensation or damages if at any time:
- 10.2.1 the other Party commits any serious or repeated breach or non-observance of any of the provisions of this Contract or in the case of the Consultant Company refuses or neglects to comply with any reasonable and lawful directions of RHT; or
  - 10.2.2 the other Party makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to that Party; or
  - 10.2.3 the other Party is guilty of a fraud or dishonesty or acts in any manner which in the opinion of the terminating Party brings or is likely to bring either it or the other Party into disrepute, or
- 10.3 RHT may also terminate this Contract with immediate effect without notice and without liability to pay any remuneration, compensation or damages if the Consultant Company breaches any provision of Clause 8.
- 10.4 The rights of RHT under this Clause 10 are without prejudice to any other rights that it might have at law to terminate this Contract or to accept any breach of this Contract on the part of the Consultant Company as having brought the Contract to an end. Any delay by RHT in exercising its rights to terminate shall not constitute a waiver thereof.
- 10.5 Any rights or obligations of a continuing nature shall survive termination.

## **11. Obligations on Termination**

- 11.1 On termination of this Contract the Consultant Company shall on request and shall procure that the Individual(s) shall:
- 11.1.1 immediately deliver to RHT all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of RHT, any keys and any other property of RHT which is in its possession or under its control;
  - 11.1.2 irretrievably delete any information relating to the business of RHT stored on any magnetic or optical disk or memory and all matter derived from sources which is in its possession or under its control outside of the premises of RHT.

## **12. Status**

- 12.1 In this Contract, the term 'employee(s)' includes, so far as the context permits:
- 12.1.1 in the case of an LLP or partnership, its partners and employees;
  - 12.1.2 in the case of a company, its officers and employees.
- 12.2 The Consultant Company warrants that it is not, nor will it prior to the cessation of this Contract, become a Managed Service Company, within the meaning of section



61B, Income Tax (Earnings and Pensions) Act 2003.

- 12.3 The relationship of the Consultant Company (and the Individual(s)) to RHT will be that of independent contractor and nothing in this Contract shall render it (nor the Individuals) an employee, worker, agent or partner of RHT and the Consultant Company shall not hold itself out as such and shall procure that no Individual shall hold himself/herself out as such.
- 12.4 The Consultant Company shall indemnify RHT against any claim made or any award of compensation against RHT and/or its employees and/or its directors/trustees in respect of redundancy or unfair or wrongful dismissal claimed by any employee or former employee of the Consultant Company in respect of his or her service related to the provision of the Services including (but not by way of limitation) on the termination of this Contract (whether by effluxion of time or otherwise) under the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended.
- 12.5 The Contract constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant Company shall be fully responsible for and also indemnify RHT against:
- 12.5.1 any claim made by any employees or ex-employee for payment of salaries, wages, holiday pay, maternity and/or sick pay, income tax, National Insurance and Social Security contributions and any compensation payments and other payments or entitlements (whether statutory or otherwise);
  - 12.5.2 any and all reasonable costs, expenses and any penalty, fine or interest incurred or payable by RHT in connection with or in consequence of any such liability listed in Clause 12.4;
  - 12.5.3 any liability for an employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by an Individual against RHT arising out of or in connection with the Services;
  - 12.5.4 any and all loss, damage or liability (whether criminal or civil) and legal fees and costs incurred by RHT resulting from a breach of this Contract including any act, neglect or default which results in any successful claim by any third party and/or any breach of the obligations set out in Clause 8, (Bribery and Modern Slavery).
- 12.6 RHT may at its option satisfy such indemnity or indemnities (in whole or in part) by way of deduction from payments due to the Consultant Company or the Individual(s).

### **13. Force Majeure**

- 13.1 No Party shall have any liability under or be deemed to be in breach of this Contract for any delays or failures in performance of this Contract which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 10 (ten) working days, a Party may terminate this Contract by written notice to the other Party.



#### **14. Notices**

- 14.1 Without prejudice to any other method available for the giving of notice or to any acknowledgement by either Party that it has received the same, any notice or other communication to be given under or in connection with this Contract shall be in writing and shall be delivered or sent to:

(A) in the case of RHT:

Address: 29 Linkfield Lane, Redhill, Surrey RH1 1SS]

Email: [procurement@ravenht.org.uk](mailto:procurement@ravenht.org.uk)

Attention: Jo Hills – Director of Assets and Services

(B) in the case of the Consultant Company:

Address: Baily Garner LLP

Email: 146-148 Eltham Hill, London SE9 5DY

Attention: Matthew Allcock

#### **15. General**

- 15.1 This Contract constitutes the entire agreement between the Parties with respect to its subject-matter and (to the extent permissible by law) supersedes all prior representations or oral or written agreements between the Parties with respect to that subject matter. Each Party acknowledges that in entering into this Contract it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Contract) made by or on behalf of the other Party before the signature of this Contract. Each Party waives all rights and remedies which, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance. This clause shall not apply to exclude liability of a Party for fraudulent statements (including fraudulent pre-contractual misrepresentations on which the other Party can be shown to have relied).
- 15.2 The Consultant Company shall not assign, novate or otherwise transfer this Contract to any person without the prior written consent of RHT. The Consultant Company may not authorise any third party or sub-contractor to provide all or any part of the Services without the prior written consent of RHT.
- 15.3 An amendment of this Contract will not be binding on the Parties unless set out in writing, expressed to amend this Contract and signed by authorised representatives of each of the Parties.
- 15.4 No failure of either Party to exercise, and no delay by it in exercising, any right, power or remedy in connection with this Contract (each a “**Right**”) shall operate as a waiver of that Right, nor shall any single or partial exercise of any Right preclude any other or further exercise of that Right or the exercise of any other Right. A waiver may be made only in writing and must be expressly stated to be a waiver of a Party’s rights under this Contract.
- 15.5 This Contract does not create any right or benefit enforceable by any person not a Party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999).



15.6 The invalidity or unenforceability of any part of this Contract for any reason whatsoever shall not affect the validity or enforceability of the remainder.

**16. Governing Law**

16.1 This Contract and any disputes arising under it shall be governed by and construed in accordance with the laws of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the courts of England and Wales in connection with any matter arising out of or in connection with this Contract.

Signed by the Parties' authorised representatives as follows:

On behalf of **RHT** by

(Authorised Signature)

*J Hills*

*Mark Baker*

Name:

J Hills

Mark Baker

Position:

Director of Assets and Services

Director of Finance & Governance

Date:

10 August 2021

10 August 2021

On behalf of **the Consultant Company** by

(Authorised Signature)

*Andrew Little*

*John Milner*

Name:

Andrew Little

John Milner

Position:

Equity Member

Equity member

Date:

11 August 2021

15 August 2021



## **Schedule**

### **A. The Services**

#### **17. Raven Retrofit Performance Specification**

##### **1.Introduction**

This document describes a performance specification for Raven's homes to achieve under this Retrofit Project.

The contractor should price against this document in line with the technical specification and design documents contained within the procurement pack.

##### **2.Objective**

The aim of this specification is to retrofit properties using a fabric-first approach, to ensure properties are on a clear, no-regrets pathway to achieve net-zero carbon.

This context is to be considered even where the specific project does not aim to achieve net zero in a single retrofit project. Properties should be left in a state where further retrofit can be undertaken easily and in line with that particular property's retrofit pathway to net zero.

The aim of using a fabric-first approach to reduce the thermal energy demand of each dwelling, is to make the home energy efficient and less reliant on heating systems. For reference, where 'fabric first' is mentioned, this always means that air tightness and ventilation measures are considered, following the "insulate tight, ventilate right" principle.

Any heating system upgrade should be sized based on the home's performance post-fabric first retrofit. Heat and power technologies must be easy to use for tenants.

Contractors are expected to demonstrate that retrofit performance in practice meets the specified / modelled requirements.

#### **1.DESIGN CRITERIA AND RESPONSIBILITY**

1.1.1 All work shall be carried out in accordance with the current requirements of the following:

- British Standards
- Codes of Practice
- Building Regulations
- Equality Act
- CDM Regulations
- Local Byelaws
- Utility Supply Companies
- PAS 2030:2019
- PAS2035
- MCS (Microgeneration Certification Scheme)
- CIGA



- SWIGA
- FENSA

1.1.2 Raven expects the retrofit coordinator to advise on continuous improvement of this specification and assist with the appointment of any contractors.

### **1.2 Sequence of Assembly of Building Elements**

- 1.2.1 There is no specific sequence of working set out in the tender documentation. It is for the Principal Contractor to schedule the works, in liaison with the design team, to suit the requirements of the project.
- 1.2.2 Contractors shall have regard to the requirements of PAS 2030:2019 for installation, commissioning, and handover of measures and PAS2035 for minimising the technical risks of retrofit in respect of sequencing works.
- 1.2.3 Particular attention shall be paid to thermal bridges, in terms of both identifying them in the property, and designing out or mitigating in the final design and install sequence.
- 1.2.4 The Principal Contractor will use a LEAN methodology to sequence works, to ensure efficient use of labour, just-in-time delivery and minimal site storage of materials.

### **1.3 Environmental management**

- 1.3.1 There is a presumption that waste materials will be segregated and sent for reuse and recycling. The Contractor will report to the Contract Administrator on how waste was managed, including a split in percentages showing reuse and recycling vs landfilled / special waste treatment. The Contractor will explain why waste materials could not be reasonably sent for reuse or recycling where landfill is used.

### **1.4 Documentation**

- 1.4.1 The Principal Contractor is to pass onto the Principal Designer the following information and documents:
  - Retrofit strategy and other PAS2035 compliance documentation
  - Copies of any relevant information required for the Health & Safety File as noted above
  - Copies of all instruction manuals
  - FENSA certificates
  - CIGA certificates
  - SWIGA certificates
  - MCS certificates
  - Electrical installation certificates
  - Building Regulation compliance documents
  - Warranties and guarantees



## 2.PERFORMANCE SPECIFICATION TABLE

This table describes how each property should perform after the retrofit is complete.

	Performance Criteria	Requirement	Evaluation
Energy	Space heating energy demand (per dwelling)	<p>Two broad archetypes are defined:</p> <ul style="list-style-type: none"> <li>Apartment blocks and mid terrace houses: 30 kWh/m<sup>2</sup>/yr.</li> <li>Semi-detached, end of terrace and detached houses: 40 kWh/m<sup>2</sup>/yr.</li> </ul>	<p>Use SAP 2012 definition of kWh/m<sup>2</sup>/yr.</p> <p>Use gross internal floor area for this metric.</p> <p>Design meets requirement and installation meets design.</p> <p>Refer to target U-values under the Schedule of Works for additional guidance.</p>
Comfort & Health	Temperature in living room or dining room (each dwelling)	21°C. Subject to outside temperature being greater than minus 5°C, as measured using closest Met Office weather station data.	Temperatures in the relevant rooms are independently measured on commissioning.
	Temperature elsewhere (each dwelling)	18°C. Subject to outside temperature being greater than minus 5°C, as measured using closest Met Office weather station data.	
	Summer overheating (each dwelling)	<p>Designed so that less than 11 summer days a year are over a comfort temperature of 26°C.</p> <p>There remains a minimum window opening of 1/20<sup>th</sup> the floor area or equivalent mechanical ventilation has been provided.</p>	<p>Provide specific confirmation from the designer that measures have been taken to meet this requirement.</p> <p>Design meets requirement and installation meets design.</p> <p>Future climate scenarios must be taken into account.</p>

	Air tightness	3 m <sup>3</sup> /h.m <sup>2</sup> @50Pa	Measure air tightness before and after to determine baseline and improvements and verify design meets requirement and installation meets design
	Indoor air quality (each dwelling)	<p>Retrofit solution to comply with Part F of the Building Regulations as if the retrofitted home was a new dwelling.</p> <p>The minimum whole house ventilation rate should not be less than 0.3 l/s per m<sup>2</sup> of internal floor area (this includes all floors, e.g. ground and first floor areas).</p>	Design meets requirement and installation meets design.
	Daylighting (each dwelling)	Daylight levels to be maintained at levels applicable prior to the carrying out of the Works.	Check daylighting levels are acceptable with the Employer's representative.
Installation	Installation time	Target installation time with occupants in-situ < 15 active working days per home.	<p>An installation day is an active day onsite</p> <p>Homes will be occupied, and must remain fully functional and safe at all times. While disruption is expected, the contractor will produce a plan to minimise and mitigate this.</p> <p>Contractor to provide their expected timetable and report what was actually achieved.</p>

	Occupant satisfaction (each dwelling)	As part of the overall engagement and feedback strategy, the Contractor has obtained feedback from Tenants before, during and after the installation regarding the Contractor's own approach and behaviour, including that of their sub-contractors.	Sample occupant satisfaction questionnaire provided by or approved by the Employer.  Minimum satisfaction score 90%.
Design	Kerb appeal, attractive design which meets or improves current look, customer satisfaction (each dwelling)	The solution meets the design brief requirements for such matters.	Design meets requirements and installation meets design.  Planning Authority approval where appropriate.  Design is approved by Client.
Technical risk	Thermal bridging (y)	0.04 – 0.05	Thermographic surveys to identify thermal bridging before and after installation, to determine improvements and verify design meets requirement and installation meets design.



## 1. SCHEDULE OF WORKS

The following descriptions are to be used where appropriate to the property and where the property-level retrofit plan has been approved by the Contract Administrator.

### Retrofit Assessment and Coordination

This table describes the general requirements from the Retrofit Assessor and Coordinator.

	DESCRIPTION	£
3.1	<b>Surveys – energy and carbon performance</b>	
3.1.1	<p>In line with PAS2035, each property will receive a pre-installation assessment (PIA) by a Competent Person (a Retrofit Assessor or Retrofit Coordinator), employed or engaged by the contractor.</p> <p>The purpose of the assessment is to devise an energy efficiency ‘fabric first’ retrofit strategy for each property in the programme. The assessment shall:</p> <ul style="list-style-type: none"> <li>• Establish baseline performance, against which the retrofit design, installation and verification can be compared;</li> <li>• Establish baseline performance, which will include the current heat demand (kWh/m<sup>2</sup>), actual heat currently used and billed, annual carbon emissions, SAP score and existing and anticipated fuel bills;</li> <li>• Identify technical risks associated with the property energy efficiency retrofit plan. These shall be documented, along with appropriate mitigation measures.</li> </ul> <p>The pre-installation assessment shall also collect evidence, such as photographs or RdSAP data, required for compliance with quality standards or funding schemes. This will require as a minimum:</p> <ul style="list-style-type: none"> <li>• Photos of the property exterior, front rear and side elevations giving a clear view of walls, windows and exterior doors</li> <li>• Photos of existing heating systems</li> <li>• Photos of existing heating controls</li> <li>• Description of fuel source</li> <li>• Photos of existing loft insulation</li> <li>• Produce a cost estimate for the property level retrofit strategy.</li> </ul>	
3.2	<b>Retrofit Planning</b>	
3.2.1	<p>Using the results of the Surveys described above and other experience or technical assessments that the Contractor can bring to add value to this process, a Property Retrofit Plan (PRP) will be developed. This will:</p> <ul style="list-style-type: none"> <li>• Describe the recommended ‘fabric first’ approach to reduce the property’s heat demand to target levels.</li> </ul>	

	DESCRIPTION	£
	<ul style="list-style-type: none"> <li>It will include the insulation measures and the sequencing for installation, along with an appropriate air tightness and ventilation strategy.</li> <li>Where properties cannot reach the target performance specification through fabric / air tightness / ventilation alone, the plan should identify other measures, such as low energy lighting or improved heating controls, that can be implemented to achieve it.</li> <li>In all circumstances, the final retrofit strategy must put the property on a 'no regrets' approach to eventual net zero carbon status.</li> </ul> <p>Following the fabric first approach, the use of heating technologies can be considered, and these should avoid fossil fuels, contribute to driving down carbon and be efficient and easy to use.</p> <p>Power generation (solar PV) should be considered as a last resort, to help properties meet higher SAP scores and reduce fuel poverty and carbon emissions.</p> <p>The Property Retrofit Plan will be costed and submitted to the Client for approval.</p>	
3.3	<b>POST-INSTALLATION</b>	
3.3.1	<p>A Post Installation Evaluation Report (PIER) will be provided for each property and provided to the Client, to verify the work delivered by the Installation Contractor. It shall contain the following:</p> <ul style="list-style-type: none"> <li>A fresh EPC. An electronic copy will be supplied to the Contract Administrator for review and approval.</li> <li>Verification, including evidence, that the installation meets design requirements. At least 25% of these will contain actual data collected over at least one heating season. The remainder can be verified using approved modelling techniques.</li> <li>The final heat demand of the property.</li> </ul>	

## 2. INSTALLATION

This table describes the general requirements for the installer. Depending on the approved design, some elements may not be required.

	DESCRIPTION	£
	<b>PRELIMINARIES</b>	
4.1	<b>Surveys – enabling works</b>	
4.1.1	<ul style="list-style-type: none"> <li>As part of pre-installation surveys, preliminary works must be identified and costed in. Issues to identify shall include (but not be limited to):</li> <li>Pipework, guttering, cabling/wiring, TV aerials, satellite dishes: identifying access issues due to existing installed services, removal and refitting or re-routing requirements, and restoring to a suitable standard after works;</li> <li>Utility meters: gas meter removal and capping off where appropriate; installation of SMETS-2 compliant meters where necessary;</li> <li>Identifying the need for roof line extensions, for example, to meet EWI;</li> <li>Identifying issues with window and door openings;</li> <li>Planting and foliage: access, cutting back or removal and restoration works;</li> <li>Gulleys;</li> <li>Balcony issues.</li> </ul>	
4.2	<b>Asbestos Survey</b>	
4.2.1	<p>Before work commences on site, undertake an Asbestos Refurbishment Survey in accordance with HSE guidance and provide copy to the Client. This must have regard to the extent of work being undertaken and surfaces in unaffected areas are not to be disturbed.</p> <p>NB: No work is to commence on site until report has been submitted to the Client and approval given to start work.</p>	



4.3	<b>POST-INSTALLATION</b>	
4.3.1	<p>After the installation, we will use an independent Retrofit Assessor to verify that the install meets the design performance targets.</p> <p>The installer will be required to install suitable monitoring equipment in 25% of properties to generate sufficient data over at least one full heating season.</p> <p>Data from monitoring equipment shall be made available on demand to the nominated Retrofit Assessor so they can verify installation meets design.</p>	
4.4	<b>GENERAL WORKS</b> (as applicable depending on approved design)	
	<b>Making good</b>	
4.4.1	Where any works carried out in accordance with this Schedule of Works result in damage to existing finishings, materials or fittings, the Contractor will be required to make good. Any new installations should be painted or finished as appropriate to suit the existing décor standards in the home, eg painting of pipework or boxing in if extremely unsightly.	
4.5	<b>HEATING &amp; HOT WATER</b>	
4.5.1	Water pressure should be tested before works take place and restored at least to its baseline pressure post-works.	
4.6	<b>Air Source Heat Pumps</b>	



4.6.1	<ul style="list-style-type: none"> <li>i. Remove the existing heating system.</li> <li>ii. Size the heat pump based on the design performance of the home after insulation, air tightness and ventilation works have been carried out.</li> <li>iii. Install a new Air Source Heat Pump, according to the installation manual from the supplier. The external unit and internal units must be in a position to be agreed with the Contract Administrator. Allow for altering and adapting plumbing and electrics, and for any other work required to upgrade the system to comply with current regulations.</li> <li>iv. Replace existing time clock with a programmable timer recommended by the air source heat pump supplier. The time and other controls must be user friendly for a broad range of ability levels.</li> <li>v. Power flush out the whole system.</li> <li>vi. Upgrade radiators and TRVs where necessary according to the manufacturer's requirements.</li> <li>vii. Building Regulation Compliance Certificate to be issued on completion.</li> </ul>	
4.7	<b>Radiators &amp; Heating Controls</b>	
4.7.1	<ul style="list-style-type: none"> <li>viii. Where required, provide new radiators throughout with TRVs to suit the heating solution.</li> <li>ix. Include for providing radiators to rooms which do not currently have a radiator.</li> <li>x. All existing pipework to be retained. Contractor is to advise Contract Administrator immediately if this is not possible for any reason.</li> <li>xi. Heating controls shall be easy to use for occupants with a broad range of abilities.</li> </ul>	
4.8	<b>Solar thermal panels</b>	

4.8.1	<ul style="list-style-type: none"> <li>i. Survey the property and roof space, to appropriate size, supply and install solar thermal panels and associated pipework. Fit in accordance with manufacturer's recommendations.</li> <li>ii. The position of the panels is to be agreed with the Contract Administrator.</li> <li>iii. Remove existing hot water cylinder and supply and fit new twin coil cylinder complete with immersion heater, together with all necessary controls and other equipment. All to be sized to suit property.</li> <li>iv. Alter electrics and plumbing as required. All to be fitted in accordance with manufacturer's recommendations and by an approved installer.</li> <li>v. Leave appropriate information with the tenant that clearly explains how to make the most efficient use of the solar thermal panels and how they interact with the existing hot water system.</li> <li>vi. Panels will be installed to design out bird nesting risk.</li> </ul>	
	<b>EXTERNAL DOORS &amp; WINDOWS</b>	
4.9	<b>New Front &amp; Rear External Entrance Doors</b>	
4.9.1	<ul style="list-style-type: none"> <li>vii. Replace the existing doors with new composite doors and frames. Design of doors to be agreed with the Contract Administrator and the occupier in advance of ordering. Solid doors are to have a U-value of less than 1.0 W/m<sup>2</sup>K, or if half glazed to have a U-value of less than 1.5 W/m<sup>2</sup>K.</li> <li>viii. External doors are to be fitted with a multipoint locking system with High Security kitemarked ABS or CISA locks.</li> <li>ix. The front door is to be fitted with letterbox and flap internally, wide angle door viewer and security chain.</li> <li>x. If the rear door is solid this is to be fitted with a wide-angle viewer.</li> <li>xi. Allow for adjusting/refitting any alarm contacts or doorbells.</li> </ul>	
4.10	<b>New uPVC Windows</b>	

4.10.1	<ul style="list-style-type: none"> <li>xii. New uPVC windows to be of similar arrangement as existing, except where stated otherwise. Decorations and disturbed surfaces to be made good internally and externally, include for fixing PVCu beading strips around junction of window and internal wall surfaces if required.</li> <li>xiii. Windows to have shoot bolt locking systems, anti-jemmy wedges and key lockable handles with night vent facility and a minimum 16mm sealed double glazed units filled with Argon gas with safety glass if within 800mm of floor level or adjacent to doors, internally beaded.</li> <li>xiv. Glass to be low emissivity (Low E) glass with a U-value <math>\leq</math> (less than or equal to) 1.4 W/m<sup>2</sup>K.</li> <li>xv. Trickle vents are to be provided to all frames, including any patio doors, where this fits with the overall ventilation strategy. Details to be provided at time of tender of technical details. Contractors must be registered as part of FENSA's accreditation scheme in relation to Building Regulation Approved Document L1 &amp; L2.</li> <li>xvi. uPVC frame and whole window to achieve BFRC rating Band A.</li> <li>xvii. Where windows are being installed in a bedroom location at least one window should be provided for emergency egress to a place of safety and to have an unobstructed openable area that is at least 0.33m<sup>2</sup> and at least 450mm high and 450mm wide (the route through the window may be at an angle rather than straight through). The bottom of the openable area should be not more than 1100mm above the floor.</li> <li>xviii. Glass to bathrooms and toilets to be obscured patterned or opaque glass with pattern to be agreed with the Contract Administrator and occupier before orders are placed.</li> <li>xix. The amount of new ventilation provided by the new window should be no less than the original window as required by Building Regulation Part F.</li> <li>xx. Provide confirmation that windows meet all the above requirements.</li> <li>xxi. Allow for adjusting/refitting any alarm contacts or doorbells.</li> <li>xxii. If any of the above criteria cannot be met the Contract Administrator should be informed immediately.</li> <li>xxiii. Provide FENSA certificate on completion</li> </ul>	
4.11	<b>Existing Windows</b>	
4.11.1	<ul style="list-style-type: none"> <li>xxiv. Overhaul all windows, lubricate all joints and mechanisms and confirm there is a full set of keys. Inform Contract Administrator if any are missing. Ease and adjust windows, replace any loose/broken/missing fittings and replace silicon sealant to joints as required.</li> <li>xxv. Replace any failed double-glazed units to the property. TBC. Contractor is to advise any additional units noted.</li> </ul>	

4.12	<b>AIR TIGHTNESS AND VENTILATION</b>	
4.12.1	<p>xxvi. All air tightness works will be accompanied by a ventilation strategy to ensure technical risk is mitigated. The ventilation strategy will take into account the retrofit measures, changes to fabric efficiency and heating requirements, and air tightness. The ventilation strategy will need to be approved by the Contract Administrator as part of each property's Retrofit Strategy.</p> <p>xxvii. Air tightness retrofit works will be designed to bring the property under an Air Permeability of 10m<sup>3</sup>/h/m<sup>2</sup> and should aim towards 3m<sup>3</sup>/h/m<sup>2</sup> at 50Pa.</p> <p>xxviii. Where required, determine air tightness by using a fan pressurisation test, which meets a recognised standard such as ISO 9972:2015. The standard will be agreed with the Contract Administrator.</p>	
	<b>ROOF WORKS</b>	
4.13	<b>Flat Roof insulation</b>	
4.13.1	<p>xxix. U-values for new flat roof insulation should be no higher than 0.18W/m<sup>2</sup>K</p> <p>xxx. Where flat roofs are being replaced and external wall insulation is being installed, the installation sequence shall design out thermal bridges.</p>	
4.14	<b>Pitched Roof</b>	
4.14.1	<p>xxxi. Where new roofs are required and no solar PV or solar thermal is installed already, the use of roofs with integrated PV is preferred. Panels should be easy to replace where they come to the end of their life before the roof system.</p> <p>xxxii. U-values for a Pitched Roof at ceiling level shall be in the range of 0.11-0.13W/m<sup>2</sup>K.</p> <p>xxxiii. U-values for a Pitched Roof at Rafter level shall be in the range of 0.11-0.13W/m<sup>2</sup>K.</p> <p>xxxiv. Where roofs are being replaced and external wall insulation is being installed, the installation sequence shall design out thermal bridges.</p>	
4.15	<b>Roof Void Insulation</b>	

4.15.1	<p>xxxv. A pre-installation assessment is to be carried out by an assessor trained and approved by the Contractor. The purpose of the assessment is to:</p> <p>xxvi. confirm the type of roof construction (including whether or not there are trusses or trussed rafters);</p> <p>xxvii. establish the type, thickness, location and extent of any existing insulation;</p> <p>xxviii. identify any services located in the loft (e.g. water tanks, ventilation equipment, solar PV installations, wiring, lighting);</p> <p>xxix. establish how and where the loft is ventilated;</p> <p>xl. to assess the severity of any condensation (and associated mould or rot);</p> <p>xli. identify any access constraints;</p> <p>xl.ii. determine whether the loft hatch is insulated and/or draught-stripped; and</p> <p>xl.iii. assess whether residents' property needs to be cleared before loft insulation can be installed.</p> <p>xliv. Any property receiving loft insulation is required to carry out a ventilation assessment.</p> <p>xl. v. Lofts with the following characteristics should be recorded as not suitable for the installation of loft insulation:</p> <p>xl. vi. Lofts to which access cannot be gained (i.e. there is no loft hatch).</p> <p>xl. vii. Lofts with at least 300 mm thickness of existing mineral wool quilt insulation (or the equivalent thickness of another insulation material) laid between and over the ceiling joists over the whole loft area, without gaps and in good condition.</p> <p>xl. viii. Lofts which are insulated in the plane of the pitched roof (i.e. between and over or between and under the rafters) and which are therefore 'warm lofts'.</p> <p>xl. ix. Lofts in which there is evidence of condensation, mould growth or timber rot.</p> <p>l. Lofts in which there is no provision for ventilation by outside air (i.e. eaves ventilation and or tile ventilators, ridge ventilators or air-bricks in gable walls), and no reasonable way of creating adequate ventilation provision due to contextual issues with the existing building (such as spatial restrictions, adjacencies with other buildings, etc).</p> <p>li. The scope of work to be carried out is to be defined separately for each dwelling and agreed with the Contract Administrator, subject to the following requirements:</p> <p>lii. All suitable lofts are to be insulated to achieve a maximum U-value of 0.16 W/m<sup>2</sup>K, or with at least 300 mm thickness of mineral fibre quilt (placed between and over the ceiling joists), or with the thermally equivalent thickness of another insulation material. Lower U-values towards 0.08 W/m<sup>2</sup>K can be achieved at minimal cost through additional layers of insulation laid over the joists.</p> <p>liii. Where residents have stored property in the loft, the Contractor is to liaise with the residents and arrange for them to remove their property temporarily while the insulation work is carried out.</p>
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	<b>EXTERNAL WALLS</b>	
4.16	<b>Internal Wall Insulation (dry lining method)</b>	
4.16.1	<p>lxix. Prior to starting, take up all carpets, protect and re-fit (adjusting as necessary) on completion.</p> <p>lxx. Carefully remove skirting board, pelmets, window boards and plaster from walls (including reveals) to be dry lined. Set aside timber for re-use where possible.</p> <p>lxxi. Allow for relocation of light switches and power sockets as required.</p> <p>lxxii. Allow for removing existing radiators, adjusting pipework and re-fitting on completion.</p> <p>lxxiii. Hack off plaster to the walls, supply and fit an insulated dry lining board which meets a U-value of 0.2 W/m<sup>2</sup>K to the walls using mechanical fixings and skim finish.</p> <p>lxxiv. Provide new skirting board where existing not suitable for re-use and refit existing skirting and pelmets and new window boards.</p> <p>lxxv. Make good any disturbed surfaces and provide new coving where required.</p> <p>lxxvi. In studies allow for adjusting shelving and cupboards as required.</p>	
4.17	<b>Internal Wall Insulation (factory-built components)</b>	
4.17.1	<p>lxxvii. For any novel or factory-built component approach to installing internal wall insulation, the Contractor will submit a Method Statement for approval by the Contract Administrator. At a minimum, this will include but not be limited to: laser scanning properties, building computer models, producing and fitting factory-built components, removing, protecting and re-fitting fixtures, fittings and furnishings and making good.</p>	
4.18	<b>Cavity Wall Insulation</b>	

4.18.1	<div>xxviii. Carry out a pre-installation assessment.</div> <div>xxix. Submit notices as required by the Building Regulations.</div> <div>lxxx. Inject BBA approved cavity wall insulation.</div> <div>xxxi. After injection:</div> <div>xxxii. make good all injection points with mortar of a type, colour, texture and weather-tightness similar to the existing mortar.</div> <div>xxxiii. check all air vents (e.g. those providing under-floor ventilation or combustion air for heating appliances) by means of an appropriate test (e.g. a smoke test) to confirm that they have not been blocked by insulation material;</div> <div>xxxiv. remove any insulation material that has been blown through the top of the wall cavities into the loft space; and</div> <div>xxxv. seal any points of leakage of the insulation material.</div> <div>xxxvi. Provide a CIGA guarantee of the work</div> <div>xxvii. Where the pre-installation assessment identifies issues, the Contractor will submit a plan to the Contract Administrator for approval. Issues will include, but not be limited to: 'hard to treat' cavities (&lt;50mm); defective walls, masonry or structural elements; existing cavity wall insulation that has slumped or failed in some other way; evidence of rising damp; obstructions within the cavity; use of the cavity for ventilation; or walls exposed to driving rain.</div> <div>xxviii. Cavity wall insulation should be installed to achieve the following U-values, depending on cavity width:</div> <table><tr><td>xxix.</td><td>Cavity width (mm)</td><td>xc.</td><td>U value (W/m2K)</td></tr><tr><td>xc.</td><td>50</td><td>xcii.</td><td>0.52</td></tr><tr><td>xciii.</td><td>75</td><td>xciv.</td><td>0.38</td></tr><tr><td>xcv.</td><td>100</td><td>xcvi.</td><td>0.30</td></tr></table> <div>xcvii.</div>	xxix.	Cavity width (mm)	xc.	U value (W/m2K)	xc.	50	xcii.	0.52	xciii.	75	xciv.	0.38	xcv.	100	xcvi.	0.30
xxix.	Cavity width (mm)	xc.	U value (W/m2K)														
xc.	50	xcii.	0.52														
xciii.	75	xciv.	0.38														
xcv.	100	xcvi.	0.30														
4.19	External Wall insulation																



4.19.1	<p>xcviii. The Contractor will undertake a pre-installation assessment, which will identify but not be limited to the following:</p> <p>xcix. Ventilation requirements (forming part of the general Ventilation Strategy for the property);</p> <p>c. The proper sequencing of works to mitigate technical risks, for example, if windows are also being replaced;</p> <p>ci. Pull out load testing of existing walls to confirm the suitability of surfaces to receive EWI. The Contractor is to implement recommendations from findings to determine and plan for fixings of EWI;</p> <p>cii. Planning requirements, including any Conservation Area permissions required; and</p> <p>ciii. EWS1 form where appropriate.</p> <p>civ. Prepare external walls, including removal of guttering and cables in such a way that they can be safely reattached.</p> <p>cv. The EWI system with a finish surface material of either render or other finish as may be required by the Planning Authority e.g. vertical hanging tiles, feature brick courses, timber mouldings etc. The system must be subject of a British Board of Agrément (BBA) certificate confirming its suitability for use as EWI.</p> <p>cvi. The EWI system must achieve an overall U-value of &lt;0.2 W/m<sup>2</sup>K.</p> <p>cvi. Reattach any external features such as guttering and cables.</p> <p>cviii. Provide a 25-year SWIGA guarantee for the completed works.</p>	
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	<b>FLOORS</b>	
4.20	<b>Underfloor insulation</b>	
4.20.1	<p>cix. The Contractor will carry out a pre-installation assessment.</p> <p>cx. Where the property has a suspended floor (to be identified during the pre-installation assessment), underfloor insulation must be applied using a robotic installation method.</p> <p>cxi. The target U-value is 0.13 W/m<sup>2</sup>K.</p> <p>cxii. Submit notices as required by the Building Regulations.</p> <p>cxiii. Install floor insulation in accordance with the approved designs.</p>	
4.21	<b>SOLAR PV</b>	
4.21.1	<p>cxiv. The Contractor will carry out a pre-installation assessment, which will identify but not be limited to:</p> <p>cxv. Available roof space to install solar photovoltaic panels and structural loading suitability;</p> <p>cxvi. Identify an appropriate space to install a domestic battery storage system. Location to be agreed with Contract Administrator; and</p> <p>cxvii. Determine appropriate siting of a solar inverter and other control technology, to ensure the consumer unit has sufficient free space for new connections, and for cable runs.</p> <p>cxviii. Supply and fit solar photovoltaic panels and all appropriate control technologies.</p> <p>cxix. Supply and fit a domestic battery storage unit.</p> <p>cxx. Supply and fit all necessary electrical connections.</p> <p>cxxi. Test and commission the installed system.</p> <p>cxxii. Leave appropriate information with the tenant that clearly explains how to make the most efficient use of generated electricity.</p> <p>cxxiii. To meet the requirements of the Smart Export Guarantee, the property will require a SMETS-2 compliant smart meter installed if it does not already have one.</p> <p>cxxiv. Panel installation will design out bird nesting risk.</p>	



4.22	<b>LIGHTING</b>	
4.22.1	<ul style="list-style-type: none"> <li>i. The contractor is to supply, install and commission energy efficient indoor lighting, and a mixture of manual and automatic controls, unless determined otherwise by a Competent Person.</li> <li>ii. General indoor lighting should be either CFLs or LED, as appropriate for the given luminaire and lighting provision.</li> <li>iii. External lighting should be either CFLs or LED and shielded to avoid light pollution to the night sky.</li> </ul>	
4.23	<b>CLEANING</b>	
	<b>Builder's Clean</b>	
4.23.1	<ul style="list-style-type: none"> <li>iv. The Contractor will be required to maintain the cleanliness of the local areas of work and remove all rubbish and redundant equipment as and when necessary, but no less than at the end of each day and in particular at the end of the working week. All debris is to be removed from site daily and not allowed to accumulate.</li> <li>v. The contractor is to clean down all of the fittings on completion and remove stickers etc.</li> </ul>	
4.24	<b>CONTINGENCY</b>	
4.24.1	Include a contingency sum of TBC for unforeseen work, only to be expended on the instructions of the Contract Administrator.	



B. Fees

Please see attached Fee Proposal from Bailly Garner

C. Programme

To be agreed with Raven