

**Terms & Conditions for Asbestos Surveying and Testing (PFH/0000015)**



THIS agreement is made on Monday 2<sup>nd</sup> September 2019

BETWEEN

- (1) **Gateway Housing Association** (Company Registration number 10433R) whose registered office is at 409-413 Mile End Road, London E3 4PB (“us”, “we” or “our”), and;
- (2) **Armstrong York Asbestos Environmental Ltd** (Company Registration number 4663503) whose registered office is situated Stanhope Industrial Park, Wharf Road, Stanford Le Hope, Essex, SS17 0EH (“you” or “your”).

**1. Definitions & Interpretation**

In this Contract, the terms and expressions set out below have the meanings in the corresponding column, unless the context requires otherwise.

Charges	Payment(s) we will make to you in return for you providing Goods and Services as defined in the Contract.
Commencement Date	The date of our Purchase Order or the date on which you begin supplying the Goods and Services to us, whichever date is the earliest.
Confidential Information	Any information which has been designated as confidential by either of us in writing or any information that ought to be considered as confidential, including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, or information relating to either of our personnel, customers and suppliers.
Contract	These terms and conditions including any schedules, the Specification and the Purchase Order.
Default	Any failure, by either party to carry out our responsibilities under this Contract.
Default Notice	A notice setting out the Default and, if the Default can be rectified, the action needed to rectify it, and the timescale within which it must be rectified.
Deliverables	All documents, products and materials developed by you in any form in connection with carrying out the Services.
Delivery Address	The address stated on the Purchase Order or correspondence.
Force Majeure Event	Acts of war, government decision, riots, civil commotion and any event or circumstance which is beyond your or our control. However it does not include any strike or labour dispute of your staff or any of your subcontractors failing to provide the Goods and Services.
Fraud	Any offence under laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud us.
Goods	All goods, materials or articles which we ask you to provide to us under this Contract as set out in the Purchase Order and/or the Specification (as applicable).

Intellectual Property Rights	All patents, rights to inventions, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral 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 for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
Our Equipment	Any equipment or facilities provided by us which you use to provide the Services.
Persistent Default	Where you have committed more than two Defaults during any period of twelve months, whether or not these are the same Defaults or different Defaults and even if you rectify the Default each time.
Purchase Order	Any order which is placed on our official order form and to which these terms and conditions are attached.
Properties	The places where you will carry out the Services or deliver the Goods which are set out in the Specification or Purchase Order (as applicable).
Regulatory Body	An organisation which is set up either by law or in some other way, and whose regulatory powers apply to either one of us (or both of us). However, this does not include any organisation of which membership is voluntary.
Review Date	Means the date 90 days before the contract commencement anniversary date.
Serious Default	A Default on your part which affects the health, safety or welfare of any person.
Services	The services to be provided by you to us under this Contract which are described in the Purchase Order and/or the Specification (as applicable).
Service Review	A review of the Services which we may carry out from time to time to check that you are performing the Services in a way which we consider to be satisfactory and in accordance with the terms of this Contract.
Specification	The description included in the Purchase Order or any other written description we may have provided setting out the type of Goods and Services you will provide and the standards of the Goods and Services you will deliver under this Contract.
Suspension Notice	A notice we may serve on you under clause 22 which sets out details of the Services which will be suspended while we carry out an investigation into a Serious Default.
TUPE	The Transfer of Undertakings (Protection of Employment) Regulations 1981, including all the amendments made to these regulations since 1981 which are still in force and subsequent legislation or amendments to legislation concerning the transfer of employment between businesses.
VAT	Value added tax.
Working Day	Between 0830 and 1700 Monday to Friday, but not including any days which are bank holidays or public holidays in the United Kingdom.

## **2. Ordering of Goods and Services**

- 2.1. We will place any orders for Goods and Services in writing using a Purchase Order which will set out the Goods and Services we require from you and the dates on which we require them from you.
- 2.2. If we place a Purchase Order with you this will constitute an offer by us to buy the Goods and Services from you subject to this Contract.
- 2.3. These terms and conditions will apply to the Contract between us and no other terms or conditions on any quotation you may have supplied to us, or any other document you have provided to us, will apply to the Goods and Services provided under this Contract.
- 2.4. You must raise any queries with our Purchase Order in writing within 2 working days of the date of our Purchase Order otherwise we will be entitled to treat the Purchase Order as accepted by you.
- 2.5. No Purchase Order or variation to a Purchase Order or to these terms and conditions will be binding on us unless they are issued or confirmed on our official printed order or amendment forms and signed by an authorised representative for our company.

## **3. Start and Length of this Contract**

- 3.1. This Contract will start on 2<sup>nd</sup> September 2019 and will continue in force for a period of 36 months. At the end of this period, if both parties agree in writing, this Contract may be extended for a further 24 months meaning that the agreement could remain in place for a maximum of 60 months or until the date on which you have delivered the Goods and completed the Services in accordance with all Purchase Orders and/or Specifications (as applicable); or the date on which either of us ends the Contract under clause 23, whichever event happens earliest.

## **4. Your Responsibilities**

- 4.1. You will provide the Goods and Services to us with the required skill and care and in line with the terms and conditions of this Contract in line with relevant best practice. At all times you will ensure that any Goods and Services provided to Us will be fit for purpose.
- 4.2. When providing the Goods and Services, you will:
  - a) employ enough people, with suitable ability, skill, knowledge, training and experience to properly provide and supervise the Goods and Services;
  - b) follow all codes of practice, performance ratings and quality standards applicable to the Goods and Services and which are set out in this Contract; and
  - c) act in line with all legal regulations which apply to the Goods and Services at the relevant time.
- 4.3. You will also make sure that your staff, volunteers and permitted subcontractors providing Goods and Services to us are aware of their individual responsibilities under all policies and procedures within this Contract as well as any legal requirements which relate to the Goods and Services.
- 4.4. You must provide the Goods and Services at the location and on the dates stated in the Purchase Order or the Specification (as applicable).
- 4.5. You will keep safe and secure any keys that we give you to access the Properties and you must not obtain any copies of the keys without our prior agreement.
- 4.6. When this Contract ends you will return all of Our Equipment and any keys for the Properties in person or by secure post within 10 (ten) Working Days of the end of the Contract.
- 4.7. You will appoint a Contract Manager in accordance with clause 9 of this Contract, who will be responsible for ensuring fulfilment of this contract by you and who will be available to help us if we have any issues or queries relating to the Goods and Services.

## **5. Our Responsibilities**

5.1. In order to help you to provide the Goods and carry out the Services we will:

- a) provide you with access to the Properties and to Our Equipment as you may reasonably need and at the times we agree between us;
- b) tell you about any health and safety rules and regulations and any other reasonable security requirements that apply at any of our premises or the Properties; and
- c) appoint a Contract Manager in accordance with clause 9 of this Contract, who will be available to help you if you have any issues or queries relating to the Goods and Services.

## **6. Terms Relating to Goods**

6.1. When you supply Goods to us you must:

- a) comply with all applicable laws and regulations concerning the manufacture, packaging, packing and delivery of the Goods;
- b) allow us to inspect or test the Goods during manufacture, processing or storage at your premises or the premises of your supplier, but we will only carry out any inspection or testing at reasonable times;
- c) mark the Goods in accordance with our instructions and any applicable laws and regulations and pack and secure them so that they reach the Delivery Address in an undamaged condition;
- d) supply us with any instructions or other information which we may need to accept delivery of the Goods and to make use of the Goods;

6.2. We will be entitled to reject any Goods delivered to us which are not in accordance with this Contract, and we will not be deemed to have accepted any Goods until we have had a reasonable time to inspect them after they have been delivered to the Delivery Address.

6.3. Where you cannot give us the date for delivery of the Goods until after we have placed a Purchase Order, you must give us reasonable advance notice of the date for delivery.

6.4. We may not accept any invoices for partial delivery of the Goods until all of the Goods have been delivered to us.

6.5. Risk of or damage to or loss of the Goods will pass to us on delivery to the Delivery Address and acceptance of the Goods by us.

6.6. Ownership of the whole of the Goods will pass to us upon delivery to the Delivery Address, unless we pay you for the Goods before delivery, in which case it will pass to us once we have paid you for the Goods concerned.

6.7. You warrant to us that the Goods:

- a) will be of satisfactory quality and fit for any purpose you have told us they will be fit for or which we have set out in our Purchase Order;
- b) will be free from defects in design, material and workmanship;
- c) will correspond with the Specification (where relevant); and
- d) will comply with all legal requirements and regulations relating to the sale of goods.

## **7. Invoicing and Payments**

7.1. In return for you carrying out your obligations under this Contract, we will pay you the Charges.

7.2. The Charges will be as set out in Schedule 4 (Charges) however we will be entitled to any discount for prompt payment, bulk purchase or volume of purchase which you would usually give to any other customer of yours, whether or not this is shown on the Purchase Order.

- 7.3. We will pay you the Charges in arrears, within nett 30 days from the date we receive a valid invoice.
- 7.4. Any invoice you send to us must quote the number of the Purchase Order on the invoice otherwise we will not pay the invoice.
- 7.5. The Charges include all materials, equipment, packaging, insurance, storage and delivery to the Delivery Address and you will not charge us for any extra costs or expenses whatsoever unless they are agreed in advance with our Contract Manager.
- 7.6. The Charges include all other taxes and levies but do not include VAT. If VAT is due, we will pay this in addition to the Charges, as long as you provide us with a correct VAT invoice.
- 7.7. The Charges will not be varied in any way while this Contract is in force unless we agree in writing to a different price for the Goods and Services.
- 7.8. If we have not paid you the Charges within 30 Working Days of the due date for payment, you may charge us interest on the amount of any late payment (unless we and you disagree with the unpaid amount). The interest will be calculated daily, from the date we should have paid the Charges to the date when we actually make the payment. The interest rate that will apply will be 2% over the Bank of England base rate.
- 7.9. If any query about mistakes in the Charges cannot be settled within 20 Working Days of either of us raising the query, either one of us may ask for the disagreement to be dealt with under clause 26 and an appropriate adjustment to the Charges will be made once the disagreement is settled or decided.

## **8. Review of Charges**

- 8.1. The charges shall be reviewed on each Review Date and adjusted appropriately.
- 8.2. No later than 90 days before the Review Date, you (acting reasonably) shall provide us with your proposals for an adjustment (if any) in the charges for the next year of the contract.
- 8.3. The charges shall be adjusted as deemed necessary by us (acting reasonably), having discussed the same with you on or before the Review Date. Prior to any discussion with you, we shall consider the proposals provided by you pursuant to clause 8.2. The charges thence determined by us shall be applied as from the beginning of the next contract year.

## **9. The Contract Manager**

- 9.1. From the Commencement Date we must both appoint a person who can enforce the rights and powers under this Contract and this person will be called the "**Contract Manager**".
- 9.2. Details of the people appointed to act as Contract Managers, including their name, email address and contact telephone numbers are set out in Schedule 2 (Services Schedule).
- 9.3. Either of us will be entitled to change our Contract Manager at any time, but at least five Working Days' notice in writing must be given unless, for reasons beyond either party's control, this is not possible in which case notice must be given as early as possible.
- 9.4. The Contract Manager must make sure they share appropriate information about the quality standards and reporting requirements of this Contract with the staff who are connected with the Contract.

## **10. Service Reviews**

- 10.1. You must allow our Contract Manager, or any person authorised by him or her, and all other appropriate staff to inspect or witness the Services.
- 10.2. In addition we may occasionally carry out a Service Review, however we will always act reasonably when carrying out any Service Review and wherever practicable will give you at least one calendar months' notice if we intend to carry out a Service Review.

## **11. Legal duties**

- 11.1. You must fully co-operate with us when we are carrying out any legal duty and give us any information or help we may need, as long as we have given you reasonable notice.
- 11.2. For example, you must allow our employees or authorised agents to:
  - a) speak to your employees; and
  - b) look at all the information, reports, financial accounts, documents and records you have or have access to; who or which are relevant to this Contract (and its schedules and specifications) or the Services.
- 11.3. You must also allow us to take copies of the information referred to in clause 11.2b.
- 11.4. We will treat any information you provide under this clause 11 as Confidential Information.

## **12. Complaints procedure**

- 12.1. From the Commencement Date you must have in place a complaints procedure and give us a copy of your complaints procedure if we ask for it.
- 12.2. Your complaints procedure must be approved by us (we will not be unreasonable in giving our approval) or meet the standards of any Regulatory Body of which you are a member.
- 12.3. At our reasonable request, you must provide us with a copy of your records relating to complaints made in relation to the Goods and/or Services and your response to those complaints.

## **13. Equalities and Values**

- 13.1. You must have a robust equality policy for as long as this Contract is in force and give us a copy of this policy if we ask to see it. When delivering Goods and/or Services under this contract you must behave in line with our equality and diversity strategies or schemes which sets out our approach to achieving equality and celebrating diversity. Details of our strategies and/or schemes are available upon request.
- 13.2. If in Our opinion, your equality policy or behaviour does not promote Our Policies or Schemes, We will work with you to enhance your policy and you and/or your relevant staff or operatives, may be required to attend relevant training hosted by Us in one of our regional offices. You will be required to pay all relevant associated travel, subsistence and related expenses for any such attendance and We will reserve the right to charge you a reasonable sum for delivery of the training.
- 13.3. In delivering the Goods and Services, you shall operate at all times in accordance with our values as available upon request.

## **14. Records and Information**

- 14.1. At our reasonable request, you must provide us with all information which we may ask for to assess how you are carrying out your responsibilities under this Contract.
- 14.2. You must tell us if:
  - a) there is a change in who controls most of the shares in, or the voting rights among shareholders or members of, your organisation;
  - b) you merge with another organisation;
  - c) you transfer your activities to another organisation;
  - d) you transfer your business to another organisation;
  - e) as a result of any misconduct or mismanagement on your part, a Regulatory Body orders an inquiry into your affairs; or

f) any registration which you must maintain to provide any of the Goods and/or Services is withdrawn or cancelled, or is threatened to be withdrawn or cancelled.

14.3. Failure to comply with clauses 14.1 and 14.2 above may at our discretion result in termination of the Contract in accordance with clause 23.2 (material Default).

#### **15. Data Protection Law**

15.1. In performing Your obligations under this Contract You agree to comply with the Law relating to privacy and the processing of personal data, including all applicable guidance and codes of practice issued by the Information Commissioner's Office or any replacement EU or UK data protection or related privacy Law in force in England and Wales.

#### **16. Health and safety**

16.1. You must protect the health, safety and wellbeing of your staff, volunteers and sub-contractors at all times. You must follow the conditions of the Health and Safety at Work Act 1974, and any other health and safety regulations and codes of practice in force at the relevant time.

16.2. You must ensure that your staff observe all health and safety rules and regulations and any other security requirements we inform you about (which must be reasonable) at any of our premises or any of the Properties.

#### **17. Confidentiality**

17.1. You must do all you can to make sure that you (and any person you have employed or appointed to provide the Goods and Services) will:

- a) only use Confidential Information for the purposes of this Contract; and
- b) not release any Confidential Information to anyone else without our permission in writing (which we will be entitled to refuse without giving any reason).

17.2. Clause 17.1 will apply to us in the same way.

17.3. We can both release Confidential Information to any consultant, contractor or other person involved with this Contract or who is involved in providing the Goods and Services, as long as the consultant, contractor or person concerned has signed a confidentiality agreement on similar terms as are set out in this clause 17.

17.4. The restrictions in clause 17.1 will continue to apply after the Contract has come to an end, but they will not apply (whether while this Contract is in force or when it has ended) to information which:

- a) is available to the public (except if this is as a result of either one of us breaking this clause);
- b) either of us has to release by law;
- c) was already in our or your possession without any restriction as to its use;
- d) either of us receive from someone else who is not restricted from disclosing it; or
- e) any Regulatory Body or governmental body tells either of us we must release.

#### **18. Intellectual Property Rights**

18.1. Nothing in this Contract shall affect the ownership of any Intellectual Property Rights existing prior to the date of or generated outside the scope of this Contract, which we may make available to each other. Any Intellectual Property created, generated or developed from the Goods and/or Services shall be owned by us, whether made by us, by you or by both of us together and you agree that you will sign any deeds or documents which may be necessary to transfer any Intellectual Property Rights in the Goods and Services to us.

18.2. If any Intellectual Property Rights which we need to use in respect of the Goods and Services are owned by a third party and you are unable to transfer them to us, you agree that you will grant us a licence to use such Intellectual Property Rights, or obtain permission from the third party for us to use such Intellectual Property Rights without charge and with no limit in time for the purpose of using the Goods and Services.

18.3. You agree that if we receive a claim from any third party claiming that you have passed on their Intellectual Property Rights illegally or without permission you will pay us the amount of money which is claimed from us by the third party without us having to take you to court to enforce this right. Any claim we may make from you under this clause 18 will be unlimited in value.

## **19. Insurance**

19.1. For as long as this Contract is in force and for a period of six years after it ends, you must take out and keep the minimum levels of insurance cover set out in clause 19.2. Your insurance must be with a reputable insurance company. You must also make sure that any of your subcontractors who are providing any or all of the Goods and Services on your behalf take out the same levels of insurance.

19.2. It is a condition of this Contract that you have in place:  
a) Employer's liability insurance in the sum of £5 million; and  
b) Public liability insurance in the sum of £5 million.

19.3. You must provide us with copies of the policy schedules for the insurance referred to in clause 19.2 if we ask to see these, together with evidence that the insurance is in force.

19.4. If we do not think that any of the insurance policies provide enough cover to meet clause 19.2, we will tell you and you must rectify this within a reasonable amount of time.

## **20. Liabilities**

20.1. Neither of us excludes or limits our liability for:

- a) Death or personal injury caused by our negligence;
- b) Fraud or fraudulent misrepresentation;
- c) Breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

20.2. You must protect us against all actions, claims, demands, proceedings, damages, costs and expenses arising out of, or in connection with this Contract, unless they have been caused by our negligence or the negligence of our employees or agents.

20.3. Subject to clause 20.1, neither of us will be liable to the other for any:

- a) loss of profits;
- b) loss of business;
- c) loss of revenue;
- d) loss of or damage to goodwill;
- e) loss of savings (whether anticipated or otherwise); and/or
- f) any indirect or consequential loss or damage.

## **21. Performance Indicators**

- 21.1. You shall carry out Orders pursuant to the Contract to the standards required to meet the relevant Performance Indicators.
- 21.2. You shall provide the us with such information and assistance as they may reasonably require in order to enable an assessment of your performance against the Performance Indicators on a monthly basis.
- 21.3. You and we will review the monthly performance report with a view to:
  - 21.3.1. identifying any aspects or elements of your performance which may have been overlooked;
  - 21.3.2. identifying any aspects or elements of our performance, which may have had an adverse effect upon Your performance;
  - 21.3.3. ratifying the basis of assessment and, where applicable, scoring;
  - 21.3.4. identifying any particular aspects or elements of your or our performance which could be improved upon; and
  - 21.3.5. assessing whether the existing Performance Indicators have proved to be and are likely to remain until the next assessment, fair, reasonable and appropriate indicators of your contribution to progress in delivering the Contract.
- 21.4. If in carrying out the supply of orders pursuant to the Contract you materially or consistently fail to meet any of the standards set out in the relevant performance indicators, We may at our discretion issue a Default Notice to you to serve as a warning that its performance under the Contract is unsatisfactory. The Default Notice shall set out the reasons why your performance is unsatisfactory and shall require you to take steps to comply with the Performance Indicators within four (4) weeks of the date of the Default Notice. We may require you to submit an action plan of how it proposes to remedy its unsatisfactory performance.
- 21.5. If you have not rectified your failure to meet the standards required by the Performance Indicators within four (4) weeks of the date of the Default Notice, we may at our discretion terminate Your appointment pursuant to clause 22.5.

## **22. Defaults, Early Review and Suspension**

- 22.1. If you commit a Default, we will be entitled to serve you with a Default Notice. This will not affect any of our other rights either under this Contract or by law.
- 22.2. If we serve you with a Default Notice which relates to a Default which can be rectified, the Default Notice will tell you what we consider the Default to be and the timescale in which we expect you to rectify the Default.
- 22.3. You will be entitled to apply clauses 22.1 and 22.2 to us but if the Default involves us failing to pay you the Charges on time, you must allow us a minimum of 30 Working Days to rectify the position and pay the Charges.
- 22.4. If there is any disagreement between us as to whether there has been a Default, or about the action that needs to be taken or the timescale within which the action is to be taken, either of us can refer the matter for resolution, in line with clause 26.
- 22.5. If either of us commits a Persistent Default or fails to rectify a Default within the timescale set out in any Default Notice we will each be entitled to end this Contract immediately by giving the other party notice in writing.
- 22.6. If we consider (acting reasonably) that the Default is a Serious Default and it is not appropriate for you to carry on providing any or all of the Goods and Services, we will also be entitled to serve you with a Suspension Notice.
- 22.7. If we serve a Suspension Notice:
  - a) you will stop providing the Goods and Services set out in the Suspension Notice from the date set out in the Suspension Notice; and

- b) we will be entitled to either provide some or all of the Services ourselves or employ another person to do so on our behalf for as long as the Suspension Notice is in force.
- 22.8. We will make sure that any investigation is carried out as quickly as possible, and we will give you a copy of the report of the investigation's findings as soon as possible.
- 22.9. If we decide that you can start to provide the suspended Goods and Services again, we will write to tell you the date on which you can start to provide the Goods and Services again and we will also tell you about any new conditions relating to your provision of the Goods and Services as may be reasonable.
- 22.10. If we consider that you cannot start to provide some or all of the suspended Services we will be entitled to give you notice immediately ending either:
  - a) the provision of the Goods and Services; or
  - b) the whole Contract.
- 22.11. During any period of suspension, we will continue to pay you the Charges if applicable. However, if we give you notice in line with clause 22.10.a or 22.10.b you must repay us all the amounts we have paid you during the period of suspension which relate to the suspended Goods and Services concerned. If you do not repay us these amounts within 20 Working Days of our request we will be entitled to recover these amounts as a debt.

### **23. Ending this Contract**

- 23.1. Either of us will be entitled to give the other party notice ending this Contract immediately if:
  - a) being an individual, either of us is declared bankrupt, or a bankruptcy petition is filed against one of us at court, or if either of us tries to make an arrangement for the benefit of creditors;
  - b) either of us is a corporate organisation and: has a receiver, administrative receiver or liquidator appointed; a proposal is made for a voluntary arrangement or for any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; a shareholders' meeting is convened for the purpose of considering a winding-up resolution or a winding-up resolution is passed; a winding-up petition is presented or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened; an application is made for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; is or becomes insolvent; being a "small company" within the meaning of Section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or any event similar to those listed in this clause 23.1(a) or (b) occurs.
  - c) either of us commits or causes anyone else to commit any criminal offence in providing the Goods and Services (except for any minor offence or minor traffic offence); or
  - d) in relation to any Contract either of us, or any person employed by either of us or acting on our behalf, commits an offence under the Prevention of Corruption Acts 1889-1916, the Bribery Act 2010 or gives any fee or reward to anyone which is an offence under section 117(2) of the Local Government Act 1972.
- 23.2. We will be entitled to end this Contract by giving you written notice effective from the date specified in our notice if you commit a material Default that in our reasonable opinion cannot be remedied or that you have not remedied to our reasonable satisfaction within 20 Working Days or within any other timeframe specified in our Default Notice.
- 23.3. We will be entitled to end this Contract by giving one month's notice in writing if, following a Service Review, the Service does not meet the standards set out in the Purchase Order or the Specification (as applicable).
- 23.4. We may end all or part of this Contract for any reason by giving you at least 13 (thirteen) weeks' notice in writing.
- 23.5. In addition you can end this Contract by giving us at least 13 (thirteen) weeks' notice in writing if on three separate occasions in any period of 12 months you have served us with a Default Notice because we have failed to pay you the Charges on time.

- 23.6. If all or part of this Contract is ended, whether under clause 22 or this clause 23, clause 23.7 will apply.
- 23.7. When this Contract ends, you must give us all the information, files, records and documents which we gave you under this Contract or which you produced while carrying out your responsibilities under this Contract.
- 23.8. You must not keep any copies of the information referred to in clause 23.7 unless we give you permission or you have to do so by law.

#### **24. Transferring and Subcontracting the Contract**

- 24.1. You must obtain our permission in writing if you want to:
- a) transfer your rights in this Contract to any other person; or
  - b) subcontract any of your responsibilities under this Contract.
- 24.2. We will not unreasonably withhold or delay giving you our permission, as long as we consider the other person to be suitable.
- 24.3. However, even if we have given you permission to subcontract your responsibilities under this Contract, we can later withdraw it, as long as we act reasonably in doing so and give you reasonable notice. This means that at the end of the notice period, you will have to end the subcontract concerned.
- 24.4. If we give you permission to subcontract the Contract, you must still meet your responsibilities under this Contract. You will be responsible for the acts, failures and neglect of any subcontractor or any employee or agent of any subcontractor, as if they were your own acts, failures and neglect. This will be the case even if, as a condition of us giving you our permission, we ask the subcontractor to agree that they will carry out all your responsibilities under this Contract.

#### **25. Agency**

- 25.1. You must not tell anyone, or allow any of your employees or agents to tell anyone, that you are our agents or servants without the express permission of the Contract Manager.
- 25.2. You must not enter into any contract on our behalf or in any way claim that you are authorised to do so.

#### **26. Disagreements**

- 26.1. If we disagree about anything related to this Contract, and it cannot be resolved by the Contract Managers within 20 Working Days, then either of us may tell the other's Contract Manager in writing that it wants the disagreement to be referred to a meeting at director level to resolve, negotiating on the basis of good faith.
- 26.2. If after 20 Working Days following the directors' meeting referred to in clause 26.1 the dispute has not been resolved then either of us may notify the other that we wish to attempt to settle the dispute by mediation, in accordance with the Centre for Effective Dispute Resolution ('CEDR') Model Mediation Procedure 2001 (the 'Model Procedure') or such later edition as may be in force from time to time.
- 26.3. If we cannot agree on the identity of the mediator then either of us may request CEDR to appoint one. The Model Procedure will be amended to take account of any relevant provisions in this Contract or any other contract which we may enter into.
- 26.4. We must use our best endeavours to ensure that the mediation starts within 20 Working Days of service of the notice referred to in clause 26.2 and pay the mediator's fee in equal shares.
- 26.5. Any agreement reached as a result of mediation shall be binding on both of us, but if the disagreement has not been settled by mediation within 10 Working Days of the mediation starting then either of us may commence legal proceedings.

26.6. Neither of us shall be prevented by this clause 26 from taking steps in relation to court proceedings to protect our position, including applying for interim relief or pursuing proceedings to prevent limitation periods from expiring or to protect our employees, agents or users.

## **27. Variations to the Contract**

- 27.1. A variation to this Contract (including to the nature of the Services) will only be valid if it has been agreed in writing and signed by both of us.
- 27.2. If either one of us wants to vary this Contract, we or you must serve on the other a variation notice which sets out the nature of the variation and the reasons for it.
- 27.3. If either one of us receives a variation notice, within 28 days of receiving it we or you must tell the other whether or not we agree to the variation and, if not, the reasons.

## **28. Waiver**

- 28.1. If either one of us fails to enforce or delays in enforcing any right or solution which we are entitled to under this Contract or by law (known as a waiver), this does not mean that we no longer have this right or solution.
- 28.2. If either one of us ignores a default on the part of the other, this does not mean that we or you will ignore any future default.
- 28.3. No waiver will be effective unless it is:
- a) clear that it is a waiver;
  - b) in writing; and
  - c) signed by the authorised officer or contract manager as appropriate.

## **29. Information and Retendering**

- 29.1. At our reasonable request and within 15 Working Days of us asking you, you must provide us with any information we ask for (at no cost to us) to help us prepare the necessary documents to appoint another person to provide the Services in your place.
- 29.2. You must make sure that all the information you give us is accurate, and give us permission to use any of the information in the course of our work.

## **30. TUPE**

- 30.1. Subject to your obligations under clause 16 (Data Protection Law) and clause 17 (Confidentiality) you must give us the information we need to meet our responsibilities under TUPE or any subsequent legislation or amendments to legislation relating to the transfer of employment between businesses when either this Contract comes to an end or it no longer applies to a particular Service.
- 30.2. You must give us the information referred to in clause 30.1 above:
- a) within 7 Working Days of our reasonable request made at any time in the 9 months before this Contract comes to an end; or
  - b) (if this Contract or its application to a particular Service is terminated on notice) within 7 Working Days of you giving or receiving notice of any such termination; or
  - c) (if this Contract or its application to a particular Service is terminated immediately) within 7 Working Days of such termination.

**31. Prevention of Fraud and Prevention of Corruption**

- 31.1. You must take all reasonable steps to prevent Fraud by your staff, volunteers and sub-contractors when they receive money from us.
- 31.2. You will notify us immediately if you suspect that any Fraud is happening or is likely to happen.
- 31.3. You will not offer or give to us or any of our staff any gift or reward as an incentive for entering enter into this Contract or any other contract with you. You will not show any favouritism to any person in relation to this Contract or any other contract with our company and you will also refrain from doing anything in order to give an advantage to any person.
- 31.4. You agree that you have not paid any commission to us or agreed to pay any commission to any staff employed by us in connection with this Contract.
- 31.5. In performing your obligations under this Contract you agree to comply with the Bribery Act 2010 as it applies to Goods and Services provided under this Contract.
- 31.6. If we discover that you or any of your staff have breached any of the terms of this clause 31 in relation to this or any other contract with us we may end this Contract immediately and claim from you any fines or penalties we are liable to pay and any costs we incur as a result of early termination of the Contract, including the costs of making other arrangements for the Goods or Services to be provided for the remainder of the Contract period.

**32. Recovering any money due**

- 32.1. If either one of us owes the other money under this Contract, the one who is owed the money may take it off any money they owe the other under this Contract.

**33. Validity**

- 33.1. If one or more of the terms of this Contract are no longer valid or cannot be enforced under any law, the rest of this Contract will continue in full force.
- 33.2. If this happens, both of us will enter into negotiations to amend the term concerned so that it is valid and can be enforced.

**34. Remedies**

- 34.1. If Goods are not delivered or Services are not performed on the due date then we shall be entitled to (i) deduct from the Charges or (if we have already paid the Charges) claim from you by way of liquidated damages for delay ½% of the Charges for every week's delay up to a maximum of 10% and/or (ii) cancel the Purchase Order (or relevant part of the Purchase Order) without liability to you and purchase substitute goods or services elsewhere and recover from you any loss or additional cost incurred
- 34.2. Any remedy or right which either of us may have in relation to a Default committed by the other will be in addition to all other rights and remedies available to either of us.

**35. Contract (Rights of Third Parties) Act 1999**

- 35.1. Neither one of us can give anyone else any rights under this Contract. The conditions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this Contract.

**36. Notices**

- 36.1. Any notice or other communication under this Contract must be in writing and by:
- a) recorded delivery post;
  - b) hand;

c) electronic mail;

36.2. For the purposes of sending written notice or other communication by recorded delivery post, personal delivery or electronic mail, each party's addresses are set out in Schedule 2 (Services Schedule). All notices and communications must be sent to the Contract Manager.

36.3. All notices and communications will be considered to have been served:

- a) if posted, two working days after the date it was posted;
- b) if personally delivered, on the date it was delivered; or
- c) if sent by electronic mail, when a return receipt confirms that the mail has been received.

36.4. If a notice is considered to have been served on a day which is not a Working Day or is not received between 9 am and 5 pm on a Working Day, it will be considered to have been served on the next Working Day.

### **37. Force majeure events**

37.1. If either of us fails to carry out our responsibilities under this Contract as a result of a Force Majeure Event, the affected person will not be liable under this Contract for any failure as long as they have given the other person notice of the Force Majeure Event within 10 days of the failure.

37.2. If a Force Majeure Event happens, we will meet to discuss how you can continue to provide the Service until the Force Majeure Event stops.

### **38. Law and jurisdiction**

38.1. This Contract will be governed by English law and will be dealt with in the courts of England and Wales.

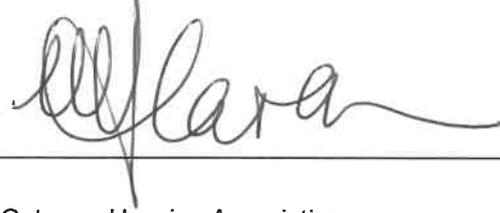
### **39. Entire Agreement**

39.1. This Contract sets out all the terms and conditions which we have both agreed to in relation to the Services. This means that it replaces any documents, negotiations or understandings, between you and us whether verbal or written, made, carried out or entered into before the date of this Contract.

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SIGNED by or on behalf of the Parties:

SIGNATURE



for and on behalf of Gateway Housing Association

PRINT NAME

J. E. FEARON

POSITION

DIR. OF RESIDENT SERVICES

DATE

19 - 7 - 2019

SIGNATURE



for and on behalf of Armstrong York Asbestos Environmental Ltd

PRINT NAME

PHILLIP LIMBER

POSITION

MANAGING DIRECTOR

DATE

16 JULY 2019

## Schedule 1 – Services

Nominated Contract Manager & Address for Serving Notice:

The Contract Manager on behalf of Gateway Housing Association will be:

M&E Manager

The Address for Serving Notices to Gateway Housing Association will be:

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

The Contract Manager on behalf Armstrong York Asbestos Environmental Ltd will be:

Mr Taylor Langham,  
Operations Manager  
0870 3500 375  
[t.langham@armstrong-york.com](mailto:t.langham@armstrong-york.com)

The Address for Serving Notices to Armstrong York Asbestos Environmental Ltd will be:

Armstrong York Asbestos Environmental Ltd,  
Stanhope Industrial Park,  
Wharf Road,  
Stanford Le Hope,  
Essex,  
SS17 0EH

**Schedule 2 – Specification**

Please refer to Document B - Tender Requirements and Specification v1.0

## Schedule 3 – Quality Response

### Section 1 – Validation – Pre-Qualification information

Question Number	Question	Word Limit	Weighting
1.1	Can you please advise if there have been any amendments / changes to the information submitted at the pre-qualification stage? If yes, please provide full details below:	As required	Pass/Fail
We confirm that there are no amendments/changes to the information submitted at the pre-qualification stage.			
Word count <b>[15]</b>			

### Section 2 – Service Delivery

Question Number	Question	Number of Words	Weighting
2.1	Please explain how you would deal with a request to undertake an asbestos survey on a property? Please identify all steps that will be taken from the point of notification of requirements, through arranging appointments, to provision of results. Please include estimated timescales for a job required on a 3-day service and 3-week service and provide details of on-going recording/data management including provision of reports to Gateway Housing Association. Please assume that the actual survey can be completed within a day.	1,500 words, plus example reports which will be provided to Gateway	8.00%
<p>Armstrong York utilise a fully integrated system (TEAMS) from job initiation through to survey and report generation, the system is a web based Asbestos Data Management system. Our surveying and analytical personnel receive their work details via a handheld ACER tablet which allows them to complete the data capture digitally onsite and upload the data back to our offices where it is imported into the system for verification, a technical review and then report completion. Once the final report has been generated, this is then published to our secure web portal for viewing by Gateway HA and your partnering contractors. Once a purchase order is received from Gateway HA a unique job number is created using the TEAMS system, a copy of the Purchase Order is then scanned and saved within the project file. The surveyor will receive an email with the Purchase Order attached notifying them of the job request and any specific detail for that property (i.e. full management / hybrid).</p> <p>We have an effective appointments system in place and would request on award of contract that the client writes to their residents initially advising them that they are on the programme to have asbestos survey works undertaken and to introduce our Company, a copy of this letter will be provided to all surveyors to show the residents whilst on site. We would then make appointments directly with the resident by written contact giving two-weeks' notice, offering an exact time slot on a particular day. We will inform the resident how long the work will take and that all rooms are involved in the survey. We will then follow this up with two courtesy telephone calls to check that the date and time is suitable, the second courtesy telephone call will be within 24-hours of the appointment date. Where possible we can send a text message an hour before the appointment. Armstrong-York will allow sufficient time for the resident to respond and receive our site personnel, particularly where the resident is believed to be frail, elderly or disabled. We have in the past operated a password scheme to assist with access and providing the resident peace of mind that our representatives are who they say they are, all surveyors will show the resident photographic ID without being asked and wear company branded uniform. All appointments will be kept but should we need to change an appointment time we will give the resident a minimum of one day's cancellation notice and arrange access for a date and time convenient to the resident. If an emergency sample is required notification will still be given but the contact timescales may not apply. Armstrong-York will keep a fully auditable trail with all details recorded when arranging access to properties, this is to include times and dates of any telephone calls made, telephone messages left, letters written, cards or visits to arrange access. Records of all appointments will be kept and emailed to Gateway HA on a weekly basis. In the event of a failed appointment we will leave a calling card as written notice and proof of our visit which will detail the reason for our visit, the time and date and details of how the resident can contact us to arrange another appointment using our fax, email, website or free phone telephone numbers. We generally make three attempts to gain access to an individual property and if we are still not able to gain access, we will revert the address to</p>			

Question Number	Question	Number of Words	Weighting
2.1	Please explain how you would deal with a request to undertake an asbestos survey on a property? Please identify all steps that will be taken from the point of notification of requirements, through arranging appointments, to provision of results. Please include estimated timescales for a job required on a 3-day service and 3-week service and provide details of on-going recording/data management including provision of reports to Gateway Housing Association. Please assume that the actual survey can be completed within a day.	1,500 words, plus example reports which will be provided to Gateway	8.00%
<p>the contract administrator who can arrange a new address or cancel the work at that address to ensure pre-planned activity is kept to programme, we understand no payment will be made for abortive visits to properties. If access is refused to a property our TEAMS asbestos management system will allow our surveyor to produce a no access report with a date and time stamped photograph of the front of the property to record the non-entry, this will then be available to the client's contract manager via email and viewable on our web portal. Where an appointment has been made and access to the premises is not obtained, Armstrong York will contact the Contract Administrator by mobile telephone to enable Gateway HA to try to telephone residents whilst our site personnel wait at the door.</p> <p>Bulk samples are analysed in our in-house laboratory and mobile facility in accordance with the Bulk Analysis section of "The Analyst Guide" HSG248 and our own documented procedures. Samples are retained for six months. Analysis involves preliminary inspection under low powered stereo microscopy to determine the physical characteristics of any fibres present in the sample, or indeed if whether fibres are present at all. Once possible asbestos fibres have been identified, these are isolated and subjected to Polarised Light Microscopy. (PLM) This allows a positive identification of fibre type to be made. As the bulk identification service is offered in house, we are able to offer bespoke turnaround times utilising our BOHS P401 skilled laboratory technicians. Typical turnaround times for routine samples are 3 days; emergency results can be obtained within 4 to 12 hours. For jobs required on a 3-day turnaround we would meet this timescale as the service provision is provided in house for a 3-week service reports would be provided within 5 to 10 days of completing the site work.</p> <p>As our TEAMS system allows for real time data availability as soon as the samples are analysed and the report has been technically reviewed the final reports are available on our web portal with an email sent to Gateway HA notifying them that the survey report is ready to view/download. Our web portal allows online client access to approved reports and data. Everything from surveys and air test reports, through to invoices and quotes are published automatically as work and events progress through our system. Specifically, crafted graphs pull together key information from around the portal to provide a high-level viewing panel for clients and partners concerned with managing risk and compliance. As work moves through from scheduling to onsite work, from analysis through to final approval, a 'status' is updated automatically against each site letting our clients and partners see immediately at what stage in the process each individual site is currently at. This information provides the building blocks for further custom reporting including KPI scoring and benchmarking. Whenever clients or clients' sub-contractors access the portal, open reports and view information, these 'events' and related activity are tracked and recorded. Clients staff and partner contractors will be given password access to designated areas of the system, with password protected access this allows our clients to interrogate this log to confirm their site staff have read (or not read) asbestos reports before attending sites or starting site works. A tailored version of the appointment's diary allows clients and their customers to see, at a glance, which of their sites and properties are scheduled for visits or inspections over the coming weeks and months, without the need for calls to the office. The same powerful search and filter tools that are common throughout are available to allow the end user to find the specific information they require quickly and easily via familiar tools and functions.</p>			
Work count [1201]			

Question Number	Question	Number of Words	Weighting
2.2	Please provide information on how you could achieve the timescales identified for an emergency assessment request (24 hours), from the point of notification to the provision of the asbestos report? Please provide a breakdown of the processes giving details of timescales for each aspect. Please assume no delays in obtaining access to the property and the site assessment would be able to be completed within 4 hours.	1,500 words, plus example reports which will be provided to Gateway	6.00%
<p>Armstrong York has a network of regional offices located throughout the UK to enable us to provide our services 24 hours per day, 365 days per year. We provide a national coverage with qualified technical personnel employed throughout the UK. Armstrong York are a 24-hour, 7 day a week specialist asbestos consultancy and therefore advice can be obtained from a qualified consultant by either phoning, faxing or e-mailing any of our offices with any technical queries. We operate a 24-hour emergency hot line which can be contacted during out of hours. To provide our core services out of hours we maintain a Rota system whereby qualified technical personnel are available in the case of an unforeseeable event. All our asbestos surveying and analytical personnel are fully qualified and issued with their own fully equipped hi tech mobile laboratories, hand held palm tops with internet access, satellite navigation systems and mobile telephones to allow us to keep response times to a minimum in an emergency situation and to give instantaneous results on site. Our vehicles are fitted with tracking devices which we can view via a secure login to ensure we deploy the nearest operative in an emergency situation. Armstrong York provides an out of hours emergency service at all times, to provide our core services out of hours we will provide the names and mobile telephone numbers of three suitably competent persons who may be contacted outside of normal working hours for each of our regional offices. Our service provides immediate telephone contact with GHA and attendance on-site within 2 hours of receiving the call from the employer, member organisation or its agents. Our employees are expected to adapt their working hours with similar flexibility to enable us to provide a 24 hours per day 365 days per year national coverage.</p> <p>Armstrong York operates a dedicated damaged ACM email account which deals purely with discoveries of badly damaged ACMs whilst on site. Each of our site personnel are issued with a procedural manual on how the account works. During our surveys if a surveyor discovers suspected ACMs that are badly damaged, they must photograph the area and email this back to the Key Account Manager together with a full description of the site and area in which the damaged ACM has been located with any additional notes. The Key Account Manager will then contact the nominated GHA client's officer by telephone whilst forwarding the email onto them so that they can see the extent of the damage and make an informed decision without necessarily having to visit site. Our surveyor will remain on site and carry out an Environmental Assessment of the risk, and recommend action accordingly.</p> <p><b>Emergency Works Procedure</b></p> <p>From time to time it may become necessary for Armstrong York to visit a site at very short notice. This is usually due to accidental damage to an ACM or a suspected ACM.</p> <p>Armstrong York will operate a priority system for incoming service requirements under the Contract which will be agreed with the client based on a priority coding system. The surveyor will then receive an email with the PO attached notifying them of the emergency job request and the specific detail relating to that property.</p> <p>For emergency orders Gateway HA should make initial contact with resident and advise that Armstrong York will be contacting them to arrange a time to complete our works at the property.</p> <p>Within two hours of receiving notice that an emergency has arisen; Armstrong York shall arrive at the premises concerned.</p> <p>Armstrong York, on arriving on site, shall assess the extent of the problem and advise Gateway Housing Associations nominated officer on the course of action required.</p> <p>If necessary, Armstrong York shall take away for sampling any suspected ACMs and provide one copy of a brief report on the incident to Gateway Housing Associations nominated officer with clear recommendations within two hours.</p> <p>A fully accredited bulk analysis and/or analytical report will follow within 24 hours.</p> <p>If emergency works are required by a licensed asbestos contractor Armstrong York shall inform Gateway Housing Association immediately.</p>			

Question Number	Question	Number of Words	Weighting
2.2	Please provide information on how you could achieve the timescales identified for an emergency assessment request (24 hours), from the point of notification to the provision of the asbestos report? Please provide a breakdown of the processes giving details of timescales for each aspect. Please assume no delays in obtaining access to the property and the site assessment would be able to be completed within 4 hours.	1,500 words, plus example reports which will be provided to Gateway	6.00%
<p>Armstrong York shall then meet with an asbestos contractor on site and agree the extent of the works and the costs for carrying out such works. Armstrong York shall liaise with the asbestos contractor in order to obtain a waiver to the 14 days 'notice from the HSE. Subject to agreement by Gateway Housing Association and the HSE Armstrong York will instruct the asbestos contractor to carry out the works on the association's behalf.</p> <p>Monitoring and supervision of the asbestos contractor's work in these circumstances shall be in accordance with the tendered specification.</p> <p>Within 5 working days of the completion of the work Armstrong York shall update the Asbestos Register.</p> <p>Armstrong York shall provide to Gateway Housing Association a manned 24-hour 7 day a week emergency telephone number.</p> <p>All work undertaken by Armstrong York in connection with emergencies shall be charged at the rates tendered in the Pricing Schedule.</p>			
Work count [827]			

Question Number	Question	Number of Words	Weighting
2.3	Please provide details of how your staff are monitored to ensure that they are working to a high standard? Please identify what processes you have in place to monitor the quality of workmanship and ensure the appropriate samples are being taken in the correct volume, to ensure asbestos containing materials will be identified, where present? This should also include staff based in the testing laboratories. Please also provide details of the minimum qualifications your operatives will possess in order to undertake asbestos sampling and testing works?	1,500 words	8.00%
<p>Armstrong-York will ensure that all staff carrying out unsupervised activities in an approved manner will hold the BOHS Proficiency Certificate relevant to the discipline in question. As a part of the company's internal induction all staff will be made aware of the quality system and how it works, all staff will sign their training record to acknowledge their familiarisation with the system in place. Final authorisation will be undertaken by the Quality Manager and audits countersigned by the Technical Director once approval is confirmed. Our policy will apply to all technically based staff that require authorisation through the quality system.</p> <p>Armstrong-York is committed to achieve and maintain a high standard of quality in all aspects of work in its service to Gateway. The management teams will maintain a policy of impartiality and independence at all times. Armstrong-York has a UKAS Accredited quality system that meets the requirements of ISO17025 and ISO17020. The quality system is comprised of quality statement, quality arrangements, quality procedures and quality organisation, operational procedures, audit and review. Armstrong-York will encourage cooperation with Gateway Housing Association in accordance with their requests for monitoring the laboratory's performance in relation to the work performed, provided that confidentiality can be assured. Our quality control department will ensure compliance to all current legislation, codes of practice and any future revisions.</p> <p>Armstrong-York are participants in the RICE scheme which is an external proficiency scheme regulated by the Health and Safety Laboratory which is an agency of the HSE. The proficiency testing scheme operates by providing us with samples containing specified material but the actual quantity of the substance is known only to the organisers. We analyse the samples, as part of our normal routine, and report results to the scheme organisers, we are then provided with a report showing how closely our results agree with the accepted value.</p>			

Question Number	Question	Number of Words	Weighting
2.3	Please provide details of how your staff are monitored to ensure that they are working to a high standard? Please identify what processes you have in place to monitor the quality of workmanship and ensure the appropriate samples are being taken in the correct volume, to ensure asbestos containing materials will be identified, where present? This should also include staff based in the testing laboratories. Please also provide details of the minimum qualifications your operatives will possess in order to undertake asbestos sampling and testing works?	1,500 words	8.00%
<p>Any anomalies between separate Analysts counts of the same slide will be investigated and re-counts undertaken.</p> <p>It is our policy that regular Health, Safety and Quality audits will be undertaken. These will include auditing of Sites/Reports/Certificates and Procedures as produced on site and as filed at the main office. Audits are scheduled on the basis of the status and importance of the activity. Audits will be similarly undertaken for other aspects of the work including sampling/analysis methods etc. These audits will be documented. The person carrying out the audits will not be permitted to audit any activity or paperwork generated by them. A formal plan will be established to examine the workings, failures or improvements necessary to maintain the company's intentions on Quality Control. When audit findings cast doubt on the effectiveness of the operations or on the correctness or validity of the inspection/testing results, timely corrective action will be programmed on the audit record. Action will include notifying Gateway Housing Association in writing if investigations show that the laboratory results have been affected. The findings of each audit undertaken together with details of any corrective action required will be recorded and maintained in the audit file. Follow-up audit activities will verify and record the implementation and effectiveness of the corrective action taken.</p> <p>Re-Inspection surveys are also undertaken to check the quality of our surveyors. The selection of the survey re-inspections over the course of the year will take into consideration the surveyor, type of survey and building sector. This will ensure Re-inspections covered will include competency in the type of surveys carried out and checks the surveyor's competence. Surveyors will have 5% of their surveys re-inspected without prior knowledge of the initial data in accordance with HSG264 and RG8. Desk top analysis will also be undertaken of similar properties to assess if surveyors are operating consistently.</p> <p>Armstrong-York uses the TEAMS asbestos management system for survey data. Each part of the reporting process is automated which helps minimise human error. Surveyors are given pre-defined options to choose from ensuring that when we collate survey data the end result will always be uniform.</p> <p>It is the policy of Armstrong-York that any activity undertaken for a project that does not meet the requirements of the contract shall be classified as 'non-conforming'; non-conforming work will be reported and the situation investigated to prevent recurrence and recorded in the Anomalies register.</p> <p>Armstrong-York is committed to continuous improvement in works and service delivery and will utilise a suite of benchmarks and Key Performance Indicators ("KPI's") to measure our progress and that of our team members.</p> <p>The number of samples to be taken from the property should reflect the amount of suspected ACM present, the sampling frequency, as given in HSG264, will be followed but decisions will be made on site by the surveyor to ensure that the sample is representative to ensure asbestos containing materials are identified.</p> <p>Staff responsible for testing shall have appropriate qualifications, training and experience for the disciplines they are authorised to undertake. Armstrong-York will ensure that all laboratory technicians hold the BOHS P401 Certificate. Training will include working within the main laboratories and the mobile laboratory although processes and documentation will be identical. Training records will be updated appropriately to show all completed training. The new mobile bulk sample laboratory will require further familiarisation/additional training to ensure all authorised bulk analysts are familiar with this environment. Training Records will be updated showing this process. The aim of the training is to give the staff member sufficient knowledge and practical training so that he is able to accurately analyse for the presence of asbestos minerals in samples. Staff undertaking training to become a bulk analyst will receive controlled copies of the following documentation.</p> <ul style="list-style-type: none"> <li>➤ HSG248 "Asbestos: The analysts' guide for sampling, analysis and clearance procedures".</li> <li>➤ Armstrong-York Quality Manual and relevant Technical Procedures</li> </ul> <p>Bulk analysts must undergo a colour blindness check (e.g. Ishihara) to ensure that any deficiency does not affect the integrity of the result.</p>			

Question Number	Question	Number of Words	Weighting
2.3	Please provide details of how your staff are monitored to ensure that they are working to a high standard? Please identify what processes you have in place to monitor the quality of workmanship and ensure the appropriate samples are being taken in the correct volume, to ensure asbestos containing materials will be identified, where present? This should also include staff based in the testing laboratories. Please also provide details of the minimum qualifications your operatives will possess in order to undertake asbestos sampling and testing works?	1,500 words	8.00%
<p><b>Competency:</b> Analysts must maintain a satisfactory performance in the internal QC scheme. Reference samples held are made from all six asbestos forms together with, and mixed with, non – asbestos materials. This ensures analysts become conversant with all types of asbestos and not just the three most common forms of asbestos. Each calendar month, all authorised bulk analysts will be required to identify two bulk samples from the stock of reference samples held in the laboratory. The results of the audited samples will be cross-referenced with the known sample results from where they were derived. The quality of reference samples will be regularly amended to maintain a stock of at least 40 samples. The technicians will identify these bulk samples in the laboratory under controlled conditions. The results of identification will be logged by the technician on a bulk QC blank results sheet, along with all relevant analysis sheets. Each calendar month at least one sample per analyst analysed during the previous month will undergo rechecking by an authorised bulk analyst. Preferably, no analyst will check his or her own sample results. The results will be cross-referenced with the reported results and recorded on the Bulk Sample Re-check sheet. Critical errors will be noted and actions taken to rectify anomalous results. Any actions will be recorded in the complaints and anomalies file. The criteria of acceptable performance for each analyst will be determined as follows:-</p> <p>Critical errors or Non-critical errors - A maximum of three non-critical errors in a 5-month period will be classified as acceptable. Analysts shall take part in the AIMS scheme and must maintain the criteria of acceptability for this scheme: The laboratory participates in the Asbestos in Materials Scheme (AIMS) administered by the Health &amp; Safety Laboratory (HSL). The scheme requires laboratory results to be submitted rather than individual results. This scheme is used internally to enable individual checks of current authorised bulk identification staff to external references. All approved Bulk Analysts will analyse the AIMS samples and submit their results to the Quality Manager. The Quality Manager will be responsible for completing the AIMS Result Form and submitting the results to the HSL. Information on individual results is held in the AIMS folder. Internal audits will be carried out on each analyst at least twice yearly.</p> <p>Competency must be signed off by the Quality Manager and or Technical Manager. Upon producing the evidence of competence this will need to be presented for final approval by Senior Management at the next Management meeting.</p> <p><b>Training Records:</b> Form STFO 005 shall be used to record the trainee's progress with internal and external training, as well as competency. A copy of the colour blindness test record should be kept in the individual's training record. A copy of data used to assess initial competence should be kept in the training file with a reference to where original data is. A copy of the front sheet of any vertical audit carried out on the analyst shall be kept in the training file. Copies of any relevant training certificates (BOHS P401, internal courses, etc) and CVs will be kept in the training file.</p>			
Work count [1490]			

### Section 3 – Customer Care

Question Number	Question	Number of Words	Weighting
3.1	<p>When undertaking work on an occupied property, please provide details of how you will keep residents informed of work due to be carried out and the impact the works will have on them during completion of the surveying? Please also indicate how you advise residents about health and safety requirements that may be relevant to them in an environment where asbestos containing materials may be disturbed within their home? Please detail how you will ensure your operatives are trained to deal with residents' concerns effectively and sensitively. How will your communication be amended when carrying out works for vulnerable residents, or residents from diverse background?</p> <p>Note: this may include, but not be limited to a resident who: has learning difficulties, has an illness that stops them managing on a day-to-day basis, requires supported living services to live at home, cannot read or speak English, is addicted to drugs or alcohol.</p>	1,500 words	6.00%
<p>Armstrong-York will advise individual residents that they are on the programme to have asbestos survey works undertaken, we will inform the resident how long the work will take and that all rooms are involved in the survey. Access to the properties will always be arranged in advance. Armstrong-York can issue a resident friendly survey summary report and covering letter to residents to enable them to access information pertaining to their property; this will apply principally to full house management surveys. The resident friendly report will contain text and photographic information on where a material has been identified as containing asbestos and advise the resident that if you wish to do some DIY work which would involve disturbing any of the items listed within the report, then you should contact Gateway HA for advice so that they know whether the works they wish to undertake will be safe to do so. The resident friendly report will also contain detail that if the resident thinks that one of the items listed within their report has been damaged, that they should contact Gateway HA immediately and they will send someone to inspect the damage and decide whether any repairs will be required. Armstrong-York will extract the appropriate data from their survey reports; populate the template and issue (together with the covering letter) direct to our web portal within 3-5 days of completed individual surveys (to domestic units). In each case and simultaneously Armstrong-York will send an electronic (pdf) copy of the survey summary/letter to Gateway HA for their records and we will maintain an auditable record of the dates resident summary survey information is issued in each case. If ACM condition/risk rating has materially changed at Re-Inspection survey, or following asbestos removal, then Armstrong-York will re-issue a new 'resident friendly' survey report summary.</p>			
<p>Working in and around occupied properties - Health and safety requirements: Armstrong-York will ensure that the safety, privacy and welfare of residents is not compromised. The properties will remain occupied and in full use during the survey works, which in some situations may include the elderly, frail and disabled persons and residents having anti-social behaviour problems, young children and pets. Our H&amp;S approach to working in occupied properties includes:</p> <ul style="list-style-type: none"> <li>• Comply with the health, safety and environmental legislation and regulations at all places of work</li> <li>• Before sampling commences it is essential to ensure that other persons in the vicinity will not be exposed to any hazards from the sampling operation</li> <li>• Sampling should not be conducted where there is a hazard posing an unacceptable risk e.g. Electrical installation</li> <li>• If single lone working surveyors are on site then physical barriers will be used including signage to avoid un-authorized entry into the work zone.</li> <li>• Where there is a team of two, the second person may be used to prevent access to area so long as safety of persons sampling is not compromised e.g. working on a ladder un-footed. This may not be practicable where more than one entrance/exit is present.</li> <li>• Care must be taken to minimise disturbance to suspect asbestos materials and any existing dust or debris.</li> <li>• Sampling will be kept to a minimum without compromising detection of asbestos containing materials or asbestos within products.</li> <li>• If a material is damaged then the sample will be taken so as not to create more damage.</li> <li>• Dust suppressant sprays will be used, where appropriate, to wet the material prior to sampling to minimise fibre release.</li> </ul>			

Question Number	Question	Number of Words	Weighting
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<ul style="list-style-type: none"> <li>• Adhesive tapes applied to the sample point prior to sampling in order to prevent fragments of materials being released.</li> <li>• Water impregnated tissues/wet wipes will be used as liners to pliers when breaking samples from high-density materials.</li> <li>• Where there is a remote chance of falling debris, surfaces below will be protected by polythene sheeting. Following sampling the area cleaned using an H-type vacuum.</li> <li>• No power tools will be used for sampling.</li> <li>• Ensure safe conditions and at work in accordance with the asbestos regulations</li> <li>• Armstrong-York will provide employees/contractors/residents/visitors with suitable and adequate advice and training for their health and safety</li> <li>• Provide information and support to residents during the work programme</li> <li>• The site shall be kept clean at all times and all rubbish shall be cleared away by the end of the day.</li> <li>• All personnel shall be properly and correctly trained for the work they are employed.</li> <li>• PPE appropriate for the works shall be worn at all times.</li> <li>• No drugs or alcohol or any person who is considered to be under the influence drugs or alcohol shall be permitted on site.</li> <li>• All dust, noise and pollution shall be kept to a minimum and all measures are to be taken to prevent any nuisance to residents, residents and adjoining owners arising from these works.</li> <li>• No personnel including visitors are to have access to the site without fully complying with the site rules.</li> <li>• Armstrong-York shall ensure that all site operatives, personally carry photographic ID badges.</li> <li>• All communal entrances, corridors etc must be kept clear of plant tools, materials and rubbish at all times.</li> <li>• A dynamic site-specific risk assessment will be completed on arrival at each property</li> <li>• Sheltered schemes, hostels and group homes – report to the scheme manager on arrival.</li> </ul> <p>Armstrong-York site personnel have attended SPARKLE face to face customer care training course, our mission is "to make a positive and lasting contribution to the neighbourhoods in which we work. SPARKLE is the word used to describe the qualities, attitudes, and behaviours that all Armstrong-York personnel need to portray whilst working in the communities in which we serve. It's about what we do and how we come across to our clients, customers, building occupiers and our colleagues. SPARKLE stands for Smiling, Passionate, Adventurous, Responsible, Knowledgeable, Listening, Engaging. Therefore, our site personnel are trained to:</p> <ul style="list-style-type: none"> <li>• Recognise anxiety in customers</li> <li>• Reassure concerns and allay worries</li> <li>• Identifying the problem and finding a solution</li> <li>• Listen carefully to what the customer has to say, and let them finish. Repeat back what you are hearing to show that you have listened.</li> <li>• Ask questions in a caring and concerned manner. The more information we can get from the customer, the better we will understand his or her perspective.</li> <li>• Put yourself in their shoes. The customer needs to feel like we are on his or her side and that you empathise with the situation. Ask the customer, "What would be an acceptable solution to you?" and</li> </ul>			

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<p>offer alternatives such as Involving other support providers, using different forms of communication and taking into account any vulnerabilities</p> <p>All Armstrong-York personnel carry a photographic identity card and all of our management and site teams have been DBS cleared.</p> <p>Armstrong-York aims to adopt the highest possible standards and take all reasonable steps in relation to the safety and welfare of children and vulnerable adults. Where vulnerability has been identified and is recorded, Armstrong-York will consider how to best deliver services to that resident to meet their needs, this may include:</p> <ul style="list-style-type: none"> <li>• Understanding what type of support the resident needs</li> <li>• Translation services</li> <li>• Accompanied home visits</li> <li>• Involving other support providers</li> <li>• Changing the priority of services</li> <li>• Making home visits</li> <li>• Using different forms of communication, e.g. large print/braille/interpreter/translation sheets</li> <li>• Considering any vulnerabilities when dealing with anti-social behaviour</li> <li>• Safeguarding (in line with our policy which can be viewed upon request)</li> <li>• Consider doing the work in stages, for example in the kitchen and bathroom, if the resident feels the mess, disruption and loss of essential services is too much to bear in one go.</li> <li>• Find out about any special needs such as medical conditions, disabilities and so on at an early stage and deal with these sympathetically, for example by varying our working pattern to suit the resident's needs. This might include considering the resident's normal daily routine, for example the time they get up in the morning and their meal times and not interrupting the resident's access to essential services (water, toilet, electricity and so on) and their medical needs (avoid times for taking medication)</li> <li>• Respect cultural rules about social contact between men and women.</li> </ul> <p>Armstrong-York will allow sufficient time for the Customer to facilitate access, bearing in mind that some Gateway HA's Customers may be frail or vulnerable. Where Gateway HA has knowledge of a potential risk or where there is information in relation to particular needs of the Customer, Gateway HA should advise Armstrong-York of any special considerations that should be considered in carrying out the work orders. Armstrong-York will provide the customer with a contact number so that they can advise if the timing of the survey is no longer suitable or if they need to make contact for any other reason. Armstrong-York will phone Customers who do not have text facilities, and will contact those without a telephone by letter. Armstrong-York will provide such information, co-operation and assistance as Gateway HA requests to comply with the Employer's obligations to consult residents and resident associations.</p>			
<p>Work count <b>[1462]</b></p>			

Question Number	Question	Number of Words	Weighting
3.2	Please detail your process for dealing with a dissatisfied resident prior to a formal complaint being made and the measures you undertake in response to a resident's negative feedback. In addition, detail your formal complaints procedure, from receipt of the complaint, through to customer satisfaction. Please highlight if you have a formal written complaints procedure. Include details of timescales for issue resolution, communication channels, and how your organisation would look to avoid repeat occurrences of the same or similar issues.	1,500 words	6.00%

Armstrong-York has a procedure for dealing with complaints made by clients, residents and leaseholders. We have an obligation to our clients to handle complaints promptly, fairly and effectively. No doubt some of the complaints about us may be well-founded. We all make mistakes and the firm will expect honesty and realism from any individual who has made one. It is in our interests to resolve complaints ourselves where possible. Even if we are sure we have not made a mistake, we must acknowledge the client's perception and deal with that perception in a constructive way. Whether or not a complaint is well-founded, the way we deal with it provides an opportunity both to enhance the reputation of the firm and to learn lessons for the future. It is the policy of Armstrong-York to act on client dissatisfaction with integrity and honesty. A complaint shall be defined as a written expression of dissatisfaction received. All complaints will be dealt with in a professional manner with an aim to resolving their concerns. All complaints will be recorded in the Complaints register. All customer complaints will be treated equally whether it is received by telephone, letter, face-to-face, email, social media, or any other communication.

#### Requirement to report

You must report any expression of dissatisfaction from any client or third party (written or spoken), to The Key Account Manager, or in his absence a Director in writing, immediately. The Key Account Manager will decide whether the expression of dissatisfaction amounts to a complaint, which in broad terms is any spoken or written communication which asserts or implies:

- Negligence
- The breakdown of the relationship of trust and confidence
- Breach of contract
- Breach of undertaking
- Defamation
- Dissatisfaction with service or conduct
- Mentions the word "complaint"
- A falling short of other professional or ethical standards.

If a client is unhappy because it has taken sometime to return his/her call, that is unlikely to trigger our complaints system. However, it is still an expression of dissatisfaction, and you should report it to The Key Account Manager to enable him or her to reach the decision whether or not it amounts to a complaint. The Key Account Manager may contact the client or third party to ascertain whether the expression of dissatisfaction amounts to a complaint.

#### **Procedure**

A letter or e-mail received from a client or resident outlining dissatisfaction will be immediately entered into the complaints spread sheet record where accurate information will be written outlining the issues of the complaint.

On receipt of an expression of dissatisfaction, a letter/e-mail will be sent by the QC/Technical Managing confirming the complaint has been received and initiating the formal investigation.

An electronic folder labelled with the complaint number within the quality system will be created where all communications will be stored.

The Technical Manager will assess the complaint and speak to all parties involved as part of the investigation.

Upon completion of the investigation a letter/e-mail outlining the findings of the complaint will be sent to all relevant persons along with actions where appropriate.

The client will at all times be notified of any on-going issues that may impact on the running of the site or property.

Question Number	Question	Number of Words	Weighting
3.2	Please detail your process for dealing with a dissatisfied resident prior to a formal complaint being made and the measures you undertake in response to a resident's negative feedback. In addition, detail your formal complaints procedure, from receipt of the complaint, through to customer satisfaction. Please highlight if you have a formal written complaints procedure. Include details of timescales for issue resolution, communication channels, and how your organisation would look to avoid repeat occurrences of the same or similar issues.	1,500 words	6.00%

Immediate actions may include any of the following but this list is not exhaustive:

- Re-survey of areas
- Re-survey of other historical properties to determine any trends
- Re-analysis of samples
- Further bulk sampling and analysis
- Air monitoring requirements
- Re-issue of reports
- Other appropriate actions

During the investigation and upon completion detail will be summarised in the complaints and anomalies file where it remains on record. Our policy is to respond in full within five working days of receipt of any complaint. If we cannot respond in full within this timeframe, we will provide regular updates. These will detail the reason for the delay and when you can expect to receive a response. Our response will be provided by letter and as part of our response, we will also advise you how you can escalate your complaint should you wish to do so.

#### Addressing complaints

If a client expresses dissatisfaction because it has taken you half-an-hour to return his or her call, that is unlikely to trigger our complaints system. However, it is still an expression of dissatisfaction, and you should report it to The Key Account Manager to enable him or her to reach the decision whether or not it amounts to a complaint. The Key Account Manager may contact the client or third party to ascertain whether the expression of dissatisfaction amounts to a complaint.

If the Key Account Manager decides that a complaint has been made, then:

3.1 in the case of a client complaint, he/she will follow the procedure set out in the "Complaints Handling Guidance";

3.2 in any other case, he/she will investigate and respond to the complaint in writing within 5 days.

The Key Account Manager will make arrangements for the conduct of the file pending resolution of the complaint. It may or may not be appropriate for the Key Account Manager to continue handling it.

#### Remedies we may offer to the client

At the conclusion of the complaint's procedure, we may offer the client one or more of the following:

- a) An apology from the Company and an assurance that we will do our best to ensure it will not happen again;
- b) A reduction in the bill;
- c) Abatement of the bill in total;

#### What happens after the Complaints Procedure has been followed

Hopefully the client will be satisfied and the Key Account Manager will continue handling the file. In some circumstances, if the relationship has broken down, it may be better for another Key Account Manager to take over the file. If you do continue with the file, you should make every effort to repair any damage in your relationship with the client.

#### Corrective action

Question Number	Question	Number of Words	Weighting
3.2	Please detail your process for dealing with a dissatisfied resident prior to a formal complaint being made and the measures you undertake in response to a resident's negative feedback. In addition, detail your formal complaints procedure, from receipt of the complaint, through to customer satisfaction. Please highlight if you have a formal written complaints procedure. Include details of timescales for issue resolution, communication channels, and how your organisation would look to avoid repeat occurrences of the same or similar issues.	1,500 words	6.00%

If a substantiated complaint is made about any individual, he or she can expect that some form of corrective action will be taken by the firm. This may take the form of a short informal word from the individual's superior, a recommendation or requirement to undertake training or coaching, a formal note on the personnel file in which case the matter may be raised in the context of the individual's appraisal, steps under the firm's disciplinary procedure, or other action. In an extreme case it may result in a formal warning or even dismissal.

#### Central Register of Complaints

All complaints will be entered in the central register of complaints which is kept by the Technical Manager. The register will be reviewed at half-yearly intervals by the Directors to identify any trends or opportunities for improvement, and to consider whether any action (including changes in procedures or systems) needs to be taken as a result.

Our primary aim is to provide customers with the very best level of service that can be expected. Our goal is your complete satisfaction and to achieve this we are committed to our Customer Care Policy for all services; to minimize complaints Armstrong-York personnel will:

- Deal with customers and their residents honestly/fairly and politely.
- Be trustworthy and reliable and respect confidentiality.
- Consider the customer's needs and environment and provide the appropriate care.
- Keep appointments on time and respond quickly and in a helpful manner.
- Arrive and finish at the agreed times.
- Look professional, wearing the appropriate company embroidered clothing, which should always be clean and presentable.
- Always be efficient and effective to ensure best value for the customer.
- Always deliver what we say we will, with minimum disruption.
- Meet our deadlines and keep the customer informed of progress.
- When we cannot provide exactly what someone wants, be innovative and suggest alternatives.
- Apologise if things go wrong and do our best to put things right.
- Listen to feedback, act on it and respond.
- Keep customers informed of new and improved services available.

#### **Site Specific**

- Contracts Manager and site personnel to ensure compliance of resident's house rules
- Consideration should be given to the location of the survey work and that the site remains secure at all times.
- Site personnel to ensure minimum disruption through regular liaison with the customer.
- Site personnel to agree with the Site Manager/Owner/Occupier the procedures to be carried out, where work is undertaken during office hours the site personnel are to ensure that the Site Manager/Owner/Occupier is kept informed regarding the contract progress and phasing arrangements. Contact telephone numbers to be provided to the Site Manager/Owner/Occupier.
- Site personnel to post signage and barriers where necessary around the work area to ensure safety for, the client's staff, residents and any site visitors.
- Key account manager and site personnel to consider the environmental and customer impact during the survey including air pollution, water pollution, waste, noise, traffic, vibration and damage to the environment.
- Site personnel to ensure that sites are kept as tidy as is possible, leaving them tidy at the end of the day by disposing of rubbish correctly.

Question Number	Question	Number of Words	Weighting
3.2	Please detail your process for dealing with a dissatisfied resident prior to a formal complaint being made and the measures you undertake in response to a resident's negative feedback. In addition, detail your formal complaints procedure, from receipt of the complaint, through to customer satisfaction. Please highlight if you have a formal written complaints procedure. Include details of timescales for issue resolution, communication channels, and how your organisation would look to avoid repeat occurrences of the same or similar issues.	1,500 words	6.00%
<ul style="list-style-type: none"> <li>And always remember that you are working in somebodies' home.</li> </ul>			
Work count [1500]			

#### Section 4 – Health and Safety

Question Number	Question	Number of Words	Weighting
4.1	Please describe how you will manage health and safety on this contract, including responsibility, structure, communication and details of the person responsible for health and safety if successful with this tender. Please also include in your answer details of any specific health and safety training provided to your employees to comply with the regulations relating to asbestos containing materials (ACM's). How do you monitor your health and safety policy to be working, including how you deal with non-conformances should they occur? Please detail your process for ensuring your policy is effective, how you keep up to date with legislative changes and how these would be communicated to the client.	1,500 words	6.00%
<p>Armstrong York employs a full time Health and Safety Manager who will form part of the delivery team for Gateway HA and who will keep our management, client and site teams updated with changes in legislation, regulation, industry guidance and advice on best practice. Our Health and Safety Manager will form part of the project team, be on hand to answer any Health and Safety queries raised by Gateway HA and is NEBOSH qualified, with over 20 years industry experience. He is responsible for ensuring the company Health and Safety policy, procedures and safe systems of work are adhered to throughout the duration of the contract and to ensure that Gateway HA as the duty holder ensures our site personnel comply with current legislation. As a UKAS Accredited Company we are also kept updated on changes by our governing body in the form of technical bulletins.</p> <p>Suitable Health and Safety training will be arranged by the Health and Safety manager to ensure that all site personnel, managers, supervisors and employees, especially new entrants, fully understand the hazards they face at work, their safety responsibilities, safety arrangements, policy and procedures that have been introduced and any special precautions or procedures relevant to their job. Instruction to employees about safe working methods and ensuring that these methods are practiced is part of the duty of managers, and will also form a primary role during induction, which, wherever possible, will start on the first day of work. All employees will be shown the location of the appropriate risk assessments and will receive the required instructions and training as required. Information on health and safety updates will be cascaded to employees by the Line Manager or through the Intranet where appropriate. The Health and Safety training provided to our workforce includes:</p> <ul style="list-style-type: none"> <li>CSCS</li> <li>CCNSG National Safety Passport</li> <li>PASMA</li> <li>Confined Space training</li> </ul>			

Question Number	Question	Number of Words	Weighting
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<ul style="list-style-type: none"> <li>• Gas Awareness</li> <li>• Tower &amp; Ladder training</li> <li>• IOSH Working Safely</li> <li>• First Aid</li> <li>• Refresher training</li> <li>• Toolbox talks</li> </ul> <p>All training records will be kept in the relevant employees' files and in a training matrix and refresher training will be given as and when necessary.</p> <p>Initial monitoring of health and safety procedures will be undertaken on sites by Contract Management and Method statements and Risk assessments will be completed at this stage and placed in the project file. Health and Safety performance is monitored by management safety inspections, safety tours and safety auditing which include accident, incident and near miss reporting. Our Health and safety management system is the process which turns uncontrolled hazards to controlled risks.</p> <p>It is our policy that that regular H&amp;S audits will be undertaken. Audits are scheduled on the basis of the status and importance of the activity. Audits will be similarly carried out for other aspects of the work including sampling/analysis methods etc; audits will be documented. A formal plan will be established to examine the workings, failures or improvements necessary to maintain the company's intentions on H&amp;S as set out in our policy statement. When audit findings cast doubt on the effectiveness of the operations, timely corrective action will be programmed on the audit record. The findings of each audit carried out together with details of any corrective action required will be recorded and maintained in the audit file.</p> <p>It is our policy that any activity undertaken for a project that does not meet the requirements of the contract shall be classified as 'non-conforming'. Non-conforming work shall be recorded in the Anomalies/Complaints register.</p> <p>Corrective Action: It is our policy to perform corrective action to identify deficiencies in the system or departures from policy. The corrective action will be effective and will address the root cause of the problem or situation. The H&amp;S Manager will authorise the implementation of any corrective action. Corrective action may be applied as a result of non-conforming work, a complaint, an anomaly or an audit. Corrective action applied to a process as a result of a comment or an observation with regard to improving the process will result in a procedural review. Areas containing significant number of non-conformances will be subject to an increase in the number of audits. Evidence of corrective action will be kept in the project file; the complaints/anomalies file. All corrective actions will be subject to a follow-up check to determine the effectiveness of the applied action. The Corrective action shall be appropriate to the impact of the problem encountered. Armstrong-York shall investigate the problem and eliminate the re-occurrence through preventative/corrective action.</p> <p>Preventive Action: It is our policy to identify preventive actions with regard to improving the business or minimising potential or expected risks. Preventive action will be authorised for implementation by the H&amp;S Manager. A review of the company system will be performed at least once per calendar year to assess the need for preventive action</p> <p>Armstrong York has processes in place for ensuring our policy is effective, each member of staff is issued with a copy of our Health, Safety and Environmental Policy at induction stage. They then sign and return an</p>			

Question Number	Question	Number of Words	Weighting
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<p>acknowledgement slip to comply with the policy throughout the duration of their employment. Reference to Health, Safety and Environmental procedures are made during in house training, site specific training, site audits, staff monthly safety meetings, during refresher training, toolbox talks and via notices and email notifications.</p> <p>Armstrong York keep up to date with legislative changes in a variety of ways; we meet our obligations in respect of HSG264 and HSG248 through our accreditation with the United Kingdom Accreditation Service (UKAS) to ISO 17020 and ISO 17025 standards. UKAS is the sole national accreditation body governing our industry. Our method for the conduct of asbestos air sampling and analysis, including site certification for reoccupation are as documented within HSG 248. Our method for the conduct of management, refurbishment and pre demolition surveys are as documented within HSG 264. Chapter 6 of HSG264 gives guidance on the content of a survey report and this has been incorporated within Armstrong York's survey report template. As a proactive company we employ full time quality and technical managers who act as compliance managers for our clients and ensure there is a process of information exchange to assist Gateway HA in meeting its obligations in respect of HSG264, all relevant HSE guidance and any future revisions. Armstrong York is an active member of the HSE Web Communities website which is run by The Health and Safety Executive (HSE) this website allows us to share our views and allows the HSE to let us know about new developments which will be disseminated to Gateway HA employees. Armstrong York are also in attendance at industry networking events which Gateway HA can accompany us too to assist in meeting its obligations in respect of HSG264 and relevant guidance if they are unable to attend events information would be shared with Gateway HA employees at monthly progress meetings, via news bulletins, information will be placed on our website and distributed via email. Armstrong York are members of many trade and technical associations where we have access to exclusive members websites that allow us to keep up to date with proposed changes in legislation, training and events which will be shared with Gateway HA. As members of the British Safety Council we have access to Safety Network which is an on-line information service exclusively available to British Safety Council members. It offers up-to-date news and legislation, accessible 24-hours a day. The Safety Network online portal provides members with a wealth of information, guidance, changes in legislation, news and advice which will be shared with Gateway HA. Armstrong York are also ATAC members, the aims and objectives of which are to develop and promote professional, technical and ethical standards throughout the asbestos sector and to provide the Health and Safety Executive (HSE) and the Health and Safety Commission (HSC) with a respected body of knowledge and experience for consultation on new and guidance. There are regular quality meetings as part of our ATAC membership to identify upcoming changes in legislation and to assess the implications to our business as a group and to discuss the mechanisms for implementing necessary legislative change to achieve compliance in a group type forum. Through these affiliations Armstrong York are able to promote awareness of the asbestos risk to our clients, property owners, managers and employers, and to help establish best practice in relation to ensuring that Gateway HA meets its obligations in respect of HSG264 and all relevant HSE guidance. In addition to the above Armstrong York will produce best practice reports that will be shared with Gateway HA which are independent reports containing best practice advice, proprietary research findings and case studies to Gateway HA in meeting its obligations in respect of HSG264 and all other relevant HSE guidance.</p>			
<p>Work count <b>[1455]</b></p>			

**Section 5 – Declaration**

Question Number	Question	Weighting
5.1	<p>I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.</p> <p>I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.</p> <p>I understand that the information will be used to assess my organisation's suitability to participate in this procurement.</p> <p>I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.</p> <p>I am aware of the consequences of serious misrepresentation.</p>	Pass / Fail
I agree / I disagree		

**Schedule 4 – Charges**

Item Code	Item Description	Limit (Max)	UOM	Cost £ (exc VAT)	Notional Quantity per Annum	Notional Cost per Annum £ (exc VAT)
0001	Management Survey – Houses and Bungalows (3 days)	10 samples	Price per survey	£72.50	1	£72.50
0002	Management Survey – Flats and Maisonettes (3 days)	10 samples	Price per survey	£72.50	1	£72.50
0003	Management Survey - Common Parts (3 days)	Up to and including 20 properties in a block	Price per survey	£80.00	1	£80.00
0004	Management Survey - Common Parts (30 days) - required year one of the contract - annual inspections thereafter	Up to and including 20 properties in a block	Price per survey	£70.00	150	£10,500.00
0005	Management Survey - Lift Shaft (3 days)	10 samples	Price per survey	£120.00	1	£120.00
0006	Management Survey - Plant Room (3 days)	10 samples	Price per survey	£120.00	1	£120.00
0007	Refurbishment and Demolition Survey (1 room) – Houses and Bungalows (3 weeks) (including management survey to the remainder of the property)	10 samples	Price per survey	£82.50	20	£1,650.00
0008	Refurbishment and Demolition Survey (2 rooms) – Houses and Bungalows (3 weeks) (including management survey to the remainder of the property)	10 samples	Price per survey	£85.00	10	£850.00
0009	Refurbishment and Demolition Survey (1 room) - Flat and Maisonettes (3 weeks) (including management survey to the remainder of the property)	10 samples	Price per survey	£79.50	88	£6,996.00
0010	Refurbishment and Demolition Survey (2 room) - Flat and Maisonettes (3 weeks) (including management survey to the remainder of the property)	10 samples	Price per survey	£81.50	34	£2,771.00

Item Code	Item Description	Limit (Max)	UOM	Cost £ (exc VAT)	Notional Quantity per Annum	Notional Cost per Annum £ (exc VAT)
0011	Refurbishment and Demolition Survey (1 room) – Houses and Bungalows (3 days) (including management survey to the remainder of the property)	10 samples	Price per survey	£82.50	1	£82.50
0012	Refurbishment and Demolition Survey (1 rooms) – Houses and Bungalows (3 days) (including management survey to the remainder of the property)	10 samples	Price per survey	£85.00	1	£85.00
0013	Refurbishment and Demolition Survey (1 room) - Flat and Maisonettes (3 days) (including management survey to the remainder of the property)	10 samples	Price per survey	£82.50	5	£412.50
0014	Refurbishment and Demolition Survey (2 rooms) - Flat and Maisonettes (3 days) (including management survey to the remainder of the property)	10 samples	Price per survey	£85.00	1	£85.00
0015	Refurbishment and Demolition Survey - Lift Shaft (3 weeks)	10 samples	Price per survey	£150.00	1	£150.00
0016	Refurbishment and Demolition Survey - Plant Room(3 weeks)	10 samples	Price per survey	£150.00	1	£150.00
0017	Common Parts Refurbishment and Demolition Survey (3 weeks)	Up to and including 20 properties in a block	Price per survey	£90.00	1	£90.00
0018	Common Parts Refurbishment and Demolition Survey (3 weeks)	No sample limit	Half Day Rate	£190.00	1	£190.00
0019	Common Parts Refurbishment and Demolition Survey (3 weeks)	No sample limit	Full Day Rate	£360.00	1	£360.00
0020	Demolition Only Survey Half Day Rate - Block of Flats/Maisonettes including common parts (3 weeks)	No sample limit	Half Day Rate	£190.00	1	£190.00
0021	Demolition Only Survey Full Day Rate - Block of Flats/Maisonettes including common parts (3 weeks)	No sample limit	Full Day Rate	£360.00	1	£360.00

Item Code	Item Description	Limit (Max)	UOM	Cost £ (exc VAT)	Notional Quantity per Annum	Notional Cost per Annum £ (exc VAT)
0022	Re-inspection Survey (following initial management survey) communal areas - required from year two of the contract	-	Price per survey	£55.00	150	£8,250.00
0023	Rate per Additional Sample (for additional samples required over sample limit)	Single sample	Price per sample	£2.00	50	£100.00
0024	Emergency Survey (24 hours)	No sample limit	Price per survey	£90.00	24	£2,160.00
0025	Site re-occupation air testing - per room	-	Per Test	£160.00	1	£160.00
0026	Site re-occupation air testing - 1 bed property	-	Per Test	£160.00	1	£160.00
0027	Site re-occupation air testing - 2 bed property	-	Per Test	£160.00	1	£160.00
0028	Site re-occupation air testing - 3 bed property	-	Per Test	£160.00	1	£160.00
0029	Site re-occupation air testing - 4 bed property	-	Per Test	£170.00	1	£170.00
0030	Site re-occupation air testing - 5 bed property	-	Per Test	£180.00	1	£180.00
<b>Estimated Cost per Annum</b>						<b>£36,887.00</b>