

CLIENT'S REQUIREMENTS
CONTRACT CONDITIONS & PRELIMINARIES

CLIENT'S REQUIREMENTS – CONTRACT CONDITIONS AND PRELIMINARIES

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1. FORM OF CONTRACT

1.1 Sufficiency of Information

The Service Provider shall be deemed to be satisfied before submitting their tender as to the accuracy and sufficiency of their offered Rates and/or Prices which shall cover all their obligations and liabilities under the Contract.

The Service Provider shall be deemed to have obtained all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect their ability to undertake the Works required by the Contract.

All costs and expenses incurred by the Service Provider in fulfilling all their obligations, accepting all liabilities, contingencies and risks in undertaking the Works under the Contract shall (unless expressly stated and/or be otherwise provided for in the Contract) be deemed to be included in the Service Provider's tender..

1.2 Documents Mutually Explanatory

Except as otherwise expressly provided, the Contract Documents are to be taken as mutually explanatory of one another. In case of any ambiguities or discrepancies the same shall be explained and adjusted by the CA who shall thereupon issue to the Service Provider appropriate instructions in writing and the Service Provider shall carry out and be bound by such instructions.

1.3 Variation of Client's Requirements

No deletion from, addition to or variation of the Client's Requirements shall be valid or of any effect unless agreed in writing and signed by the parties.

Where there is any inconsistency between the Client's Requirements and any provision in any other of the Contract Documents, the Client's Requirements shall prevail unless decided otherwise by the CA and notified to the Service Provider in writing.

2. SERVICE PROVIDER'S OBLIGATIONS

2.1 The Service Provider shall carry out and complete the Works in accordance with the frequencies specified and, where appropriate, within the relevant Specified Period

- with due diligence,
- in a good workmanlike manner,
- to a high standard in accordance with the Contract
- using materials and workmanship of the quality and standards specified,
- approval of the quality of materials or of the standards or workmanship shall be to the reasonable satisfaction of the CA.

2.2 The Service Provider shall, immediately after award of the Contract, prepare and submit to the CA his proposed annual programme for Scheme visits to undertake Routine Maintenance at the intervals required by the Client. The Service Provider's performance in meeting such programme to the required quality will be monitored regularly by the CA throughout the duration of the Contract and the results utilised for the purpose of the Annual Performance Review under Condition .

- 2.3 For each Scheme visit, the Service Provider shall complete the Servicing and Maintenance reporting form with the date, time and full and exact details of work or services undertaken and obtain signed endorsement by the estate manager, caretaker or warden as appropriate that the work or services have been carried out and completed satisfactorily.
- 2.4 The Service Provider shall at all times comply with the Quality Standards and where applicable shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent the standard of Services has not been specified in the Contract, the Service Provider shall agree the relevant standard of Services with the CA prior to execution, and shall execute the Contract with reasonable care and skill and in accordance with good industry practice. ["Quality Standards" means the quality standards published by the British Standard Institute, the International Organisation for Standardisation or any other equivalent body, that a skilled and experienced operator engaged in the same type of industry or business as the Service Provider would reasonably and ordinarily be expected to comply as supplemented by the Specification.
- 2.5 The introduction of new methods or systems which impinge on the provisions of the Works shall be subject to prior approval.

3. UNDERTAKING OF WORKS

3.1 The Service Provider:

- In certain circumstances the Service Provider may be required to execute Work using materials to be collected free issue, as directed by the CA Where such Work is so ordered the Service Provider shall allow a credit in respect of the value of materials not supplied by the Service Provider.
- is advised that certain work of a specialist nature is likely, but not guaranteed, to be the subject of separate orders outside the scope of the Contract.
- In certain circumstances the CA may require the Service Provider to undertake certain Works in other Areas administered by the Client to that for which the Contract has been awarded save that when such Work is so ordered the Service Provider shall carry out and complete the Works in accordance with the Contract and at the Service Provider's accepted tendered rates and percentage adjustment.
- should not consider that he has sole agency rights to all repair, maintenance and/or improvement work undertaken by the Client and that the Client may, at its sole discretion, issue instructions to other contractors to carry out work in or on properties the responsibility of the Client.

The Client:

- may during the period of the Contract require other persons or Service Providers to carry out other works concurrent and the Service Provider shall at all times facilitate and permit such work to be executed without hindrance. In any such event the Service Provider shall not be responsible for any damage caused to his Works by such other works, persons or contractors
- will allow to the Service Provider a minimum value for any Works Order to be issued under the Contract as stated in the Contract Details, the minimum Works Order value is **exclusive** of the Contractor's tendered percentage adjustment as stated in the Price Framework and is exclusive of VAT.

4. WORKS ORDERS

4.1 Issue of Works Orders for Responsive Maintenance and Execution of Works

The Client:

- will receive direct from tenants, residential staff members or via it's call centre, requests for repairs either by telephone, fax, e-mail or personal visit.
- shall immediately the repair request has been received, enter such repair request upon the Clients computer system (Genero) and identify the scope and nature of the repair to be undertaken.
- The computer system will generate a Response Repair Period applicable for the repair identified, however, this can be amended by the Client in accordance with the Response Repair Periods denoted in the Contract Details
- will require the Service Provider by the commencement of the Contract, to have available computer systems and fax machines for the purposes of issuing and receiving e-mail, Microsoft package documents and fax communications

The CA:

- will issue an official Works Order to the Service Provider to execute jobs at a specified address within the Response Repair Period.

Works may be ordered on the telephone by an Authorised Officer, and followed by a confirmation Works Order, which will be issued within five working days.

All Works Orders will be in writing and no payment will be made in respect of Work undertaken without a written Works Order.

Repairs ordered will **not** normally have been the subject of pre-inspection by the CA and therefore the Works Order may only give an indicative notification of the Work required.

The Service Provider:

- shall carry out all required pre-inspection and/or identification of the Work required in order that the repair Work so ordered can be completed and shall have deemed to have allowed for all costs that compliance with the procedure will entail within their tender.

4.2**Continuity of Works****The Service Provider:**

- should note that due to variations in the amount of Work available at any one time it is not possible to guarantee continuity of Work. It is to be noted that Works may be issued on a random day to day basis.
- should, due to the unpredictable nature of property maintenance, allow for irregular work load patterns. The Client will make all reasonable efforts to arrange for Works Orders to be prioritised with a view to avoiding excessive demands on the Service Provider's labour capacity but the Service Provider does not by virtue of this provision acquire any rights against the Client and should appreciate that in certain exceptional circumstances (e.g. adverse weather conditions) there may be heavy and sustained demand for emergency works.

4.3 **Working Procedures**

4.3.1 Generally

Any fixtures and fittings that require removal to allow Work to be actioned must be removed, reinstated and left in working order on completion.

Ensure that Work does not compromise any statutory regulation not immediately associated with that order.

The Service Provider must ensure that all employees report to designated scheme managers and sign visitors book (if applicable) and record time of arrival, departure and purpose of visit.

4.3.2 Liaison by Service Provider

Maintain a close liaison with the CA and M&E Repairs Desk on a daily basis to receive additional instructions, review progress of work and resolve any problems encountered to ensure that the work indicated is carried out within times specified. In particular, provide a defined point of contact for information on progress of individual orders and resolution of problems as they arise.

Give notice to the CA/M&E Repairs of any matter which is likely to cause, or is causing, delay in the completion of work beyond the response and completion times specified.

4.3.3 **Maintenance Visits** – Aerial System must be serviced in accordance with:

- (i) Manufacturer's Instructions and Specifications
- (ii) Relevant Codes of Practice

Arrange a Programme of work for the maintenance of the Systems that are under warranty to ensure that the number of visits as set out in the Specification and Schedule 'in the Tender Book are carried out at regular equidistant periods. This Programme must be submitted to the CA for approval prior to commencement of the Contract and thereafter by 31st March of each remaining year of the contract. The Programme will be amended at the Service Provider's expense if necessary by the Service Provider to comply with the CA's requirements.

All systems must be maintained on the first visit, replacing parts or components necessary to ensure the system functions efficiently for the ensuing time up to the next periodic service. Should the system require a replacement part, this must be installed immediately or arrangements made to deliver/collect the replacement in order that no further visit is required. The maximum value for replacement parts shall be **£500.00** in order to comply with the Client's financial regulations.

5. INFORMATION TECHNOLOGY AND COMMUNICATIONS

5.1 **Web based access - Computer Systems**

The Client:

- wishes to implement during the currency of the Contract (or any extension to the Contract that may be entered into between the parties) the introduction of a web access to some of the service providers files/reports so that the client could have unrestricted access these information.

- Whilst the exact timing of the introduction of this link has yet to be established, the Service Provider shall co-operate fully with the reasonable requirements of the Client in the development and introduction of this link.

The web access may be used for all or some of the following functions;

1. Acknowledgement of Works ordered
2. No access information
3. Completion dates and works carried out
4. Follow up works and parts ordered
5. Appointment confirmation
6. Daily/weekly reporting

5.2 Communications

The Service Provider shall;

- execute all Works ordered under this Contract promptly in order to prevent damage, deterioration or injury occurring either to persons or property,
- in order to facilitate the rapid execution of urgent, repairs. place himself in direct telephonic or similar communication (not answerphone) with the CA and such facility for communications must be maintained in a functioning state during normal working hours
- ensure that the supervisor in charge can be contacted by means of mobile phone or other form of communication approved by the CA during all normal working hours and that the Service Provider can contact their operatives during all normal working hours.
- provide the CA with the name(s) and the telephone number(s) of the Service Providers staff who would be available outside of normal working hours for the purposes of receiving urgent or emergency instructions relating to the execution of the works.
- shall ensure that his communication facility shall be located within or adjacent to the area of the Client for the duration of the Contract. The costs of complying with this requirement are deemed to be included in Service Provider's tender.

6. SERVICE PROVIDER'S OBLIGATIONS

6.1 Completion of the Works

The Service Provider:

- should be willing to contact residents and residential staff by email, mobile phone, fax, letter and telephone for the purposes of making appointments.
- is required to notify the Client in writing by fax or e-mail (or by direct computer link if this is in operation) of the completion of the Works ordered within the working days of completion, stated in the Contract Details, giving the date that the Works ordered were actually completed. Failure to undertake this requirement could prevent additional Works being issued to The Service Provider.
- is to note that the Client will have a "Residents Satisfaction Certificate System" operational during the currency of the Contract.
- shall leave the Work complete and in a clean sound and perfect condition, and during the execution of the works and at completion shall clear away all rubbish and

make good at their own expense to the satisfaction of the CA, any damage which may have been caused to any property of the Client by their employees.

- is not to remove any item except the rubbish and materials etc, accumulated or supplied as part of the carrying out the works and to indemnify the Client for any other items removed from the premises except with express consent given by the Client.
- is required to notify the CA by email or fax (or by direct computer link if this is in operation) prior to the completion of the Package Repairs, Maintenance and/or Improvements Work being the subject of the Works Order to enable the CA to arrange with the Service Provider to hold either a joint pre-completion or a joint post completion inspection. Failure to undertake this requirement could prevent additional Works Orders being issued to the Service Provider. The period of prior notification is as stated in the Contract Details:
- shall, in respect of Void Property, not return any keys directly to the Client until after a satisfactory joint post inspection with the CA following completion of the Works ordered.
- must acquaint and satisfy himself with all conditions likely to affect the execution of any of the Works Orders issued, including the types, construction and location of the dwellings and buildings, as no claim by the Service Provider for additional payment shall be allowed on the grounds of any misunderstanding, or ignorance due to lack of knowledge of local conditions, regulations or requirements on which the Works Orders are to be executed.
- shall at all times employ sufficient labour and supply materials and suitable and sufficient plant and equipment to ensure that all Works Orders placed with him are started and completed within the Response Repair Period (which commences from the time of the issue of the Works Order) as stated in the Contract Details to the entire satisfaction of the CA.
- shall, when variations have been given by telephone, immediately upon receipt, apply for and obtain confirmation in writing from the CA.
- shall, if within two working days of the receipt of a Works Order they considers that the volume or nature of the Works will require an extension to the Response Repair Period are to notify the CA immediately giving full details and justification for the extension, the CA shall adjudicate on whether an extension to the Response Repair Period should be granted and such adjudication shall be final. It should be noted that any such extension will only be considered in extreme cases.
- shall make no charge if a Works Order is withdrawn before work has commenced, or a property is found not to be in the ownership of the Client.

The Client

- reserves the right to withdraw any Works Order at any time.
- in certain situations and especially in cases of Work required to be attended, made safe and/or completed within 24 hours i.e. Emergencies.
 - may, give the Order by telephone and the Service Provider will commence the Works immediately.
 - will in all such cases issue a Works Order in respect of all such Work issued by means of an oral instruction.
- will, providing such Work is not as a result of any default of the Service Provider,

reimburse the Service Provider for undertaking these Works at the rates contained in the Schedule of Rates together with the Percentage A in respect of such work to be executed during normal working hours These rates are deemed to cover all costs incurred, and the Client will not entertain any claim for any additional costs incurred whatsoever.

6.2 **Service Provider's Post Inspections**

The Service Provider:

- will be required to undertake regularly throughout the duration of the Contract the level of quality control check post inspections indicated in Contract Details and shall provide to the CA the results of the post inspections.
- will agree with the CA the basis of the quality control check post inspections to be carried out by the Service Provider and the format of providing the results following award of Contract.
- shall maintain a record of all such quality control checks and produce evidence on demand that this provision has been complied with. Failure to do so may lead the Client to carry out the relevant checks, the cost of which will be recoverable from The Service Provider.
- is to provide the CA, at the beginning of each month with a list of those dwellings upon which the Service Provider has undertaken previous month his own quality control post inspection checks together with a copy of quality control records completed during these checks

6.3 **Vehicles Place at Work**

Since September 2003, cars and commercial vehicles are now considered as a place of work. This has a number of implications for the Client.

To avoid any form of liability, the Client must ensure that any vehicle used in the course of its business is roadworthy (with a valid MOT certificate, if appropriate), fit for purpose, taxed and appropriately insured and that the Service Provider and its employees have the appropriate driving licences.

The police, in conjunction with the Health and Safety Executive (the HSE), are now frequently treating road traffic accidents in the same manner as the HSE treat an accident in the workplace. This means there is a far more detailed investigation into the cause of an accident with, where appropriate, a report to the HSE, if the driver(s) are driving in the course of work on behalf of their Client.

Responsibility is therefore placed on the Service Provider and its employees to ensure compliance with the matters set out in the Vehicles Place at Work Guidelines.

6.4 **Contracts (Rights of Third Parties) Act 1999**

The Contract does not in anyway whatsoever entitle a person who is not a party to the Contract (including, without any limitation, any employee, officer, agent, representative, or subcontractor of either the Client or the Service Provider) to enforce any term of the contract, which expressly, or by implication, confers a benefit on him pursuant to the Contract (Rights of Third Parties) Act 1999, without prior agreement in writing of both parties.

6.5 **Weekly Reports**

The Service Provider shall:

- generally provide to the CA/ M&E Repairs a weekly report detailing emergency/ non-emergency Works Orders, recall requests, any planned work, all routine service visits (monthly only) and post inspections (monthly only) attended to during the previous week. The report shall be issued on Mondays or the day immediately after Bank or Public Holidays where such days fall on a Monday. The report shall include all Works attended to during the previous week up to Midnight on the day immediately preceding issue of the report.
- transmit the weekly reports by fax, e-mail or via the direct computer link if operational, to be received by the CA/ M&E Repairs no later than 10.30am each working day.
- provide weekly reports with full details and status of each routine visit, non-emergency Works Order and recall attended as follows:
 - .1 Routine service visit – address attended, brief description of servicing and maintenance works undertaken, access problems and details of any further action or investigation required.
 - .2 Non-Emergency responsive and planned maintenance Works Orders - order number, date, address, reported fault, priority, target date for completion, brief description of Works undertaken, completion status, variations and reasons, anticipated delays and reasons, appointments made and kept, missed appointments, access problems, abortive calls and details of any further action or investigation required.
 - .3 Post inspections - original order number, date, address, result of checks undertaken
 - .4 Recall requests – order number and date, address, date of visit, brief description of defect or incompleteness found, action or Works undertaken, completion status, anticipated delays and reasons, appointments made and kept, missed appointments, access problems, abortive calls and details of any further action or investigation required.

The CA and the Service Provider will finalise and agree the format/content of weekly reports following award of Contract.

7. HOURS OF WORK/OUT OF HOURS WORKING

7.1 Hours of Work (Working Days) – General Needs Dwellings

The Service Provider:

- may generally carry out Work between the hours stated in the Contract Details.
- work before or after these times may only be carried out with the prior approval of the CA, and the resident in respect of occupied properties. Any works undertaken after the time stated in the Contract Details are to be on a non-intrusive nature.
- will not be permitted to carry out Work on Saturday or all day Sundays and Public and Bank Holidays with the exception of Works to be undertaken as Emergency works or as detailed in Contract Details.
- is to note that the Client will not be liable for extra payments of monies in the event of overtime worked.
- should be sensitive to religious and cultural events celebrated in a diverse

community and should respect the wishes of residents nor carry out work on these days, except in Emergency situations threatening the structural stability of the dwelling and the health and safety of the residents.

7.2 Hours of Work (Working Days) – Sheltered Accommodation

The Service Provider:

- is to note that Works to sheltered accommodation may be the subject of special timing and methods of working to comply with the occupier's requirements, and will normally only be undertaken between the working hours stated in the Contract Details. Access arrangements will have to be made via the scheme manager responsible for the Sheltered Accommodation for works to be undertaken between the hours stated in the Contract Details and by appointment with the Tenant after that time Mondays to Fridays. The Service Provider shall make all necessary allowances within his tender for any extra costs that compliance with this obligation may incur.

7.3 Hours of Work (Working Days) – Supported Housing/Hostels

The Service Provider:

- is to note that Works to supported housing/hostels may be the subject of special timing and methods of working to comply with the occupier's requirements, and will normally only be undertaken between the working hours stated in the Contract Details. Access arrangements will have to be made via the key worker or managing agent responsible for the supported accommodation for works to be undertaken. The Service Provider shall make all necessary allowances within his tender for any extra costs that compliance with this obligation may incur.

7.4 Out of Hours Working – Emergencies directly relating to the Works

The Client:

- directly operates a call handling facility through SBHA Direct Services, and Invicta Telecare which receive out of hours emergency repair requests outside of the Clients normal working hours indicated in Contract Details.

The Service Provider:

- is to place himself in direct telephonic communication with the Client/Direct Services/Invicta Telecare in order that all such out of hours emergency repair requests directly relating to the Works can be promptly notified to the Service Provider.
- is to ensure that only those Emergency Requests conforming to the Service Provider's Model Emergency Items are attended to. Any works undertaken by the Service Provider which in the opinion of the CA do not conform to the Client's definition of an Out of Hours Emergency Call Out will only be paid for at the CA discretion at the rates contained in the Schedule of Rates if such works undertaken would have been the subject of a Works Order if reported by the Tenant during normal working hours.
- must immediately attend within the time indicated in Contract Details. Due to the nature of the work it is quite likely that the Service Provider will only be able to "make safe" although if it is possible to effect a complete repair then the Service Provider is to do so.

- must ensure that all “follow up” work deemed necessary is reported to the CA/M&E Repairs to enable the required Works Order to be issued. This is to be received by the CA/M&E Repairs no later than 10.00am on the next normal working day.
- should it be found that a “no access” or “no repair” situation arises and the Service Provider has made all reasonable efforts to respond to the reported repair then at the CA’s discretion a payment of the Out of Hours Emergency Work Call Out rate will be allowed in mitigation of the Service Provider’s abortive costs.

7.5 **List of Authorised Officers**

The Client:

- will issue a list of Authorised Officers to the Service Provider before Commencement Date of the Contract. This list will be updated throughout the Contract Period to take account of changes in Authorised Officers of the Client.

The Service Provider:

- if he receives instructions/directions from persons not identified on the list of Authorised Officers should refer the matter to the CA for directions before commencing any Works.

8. WORKING IN AND ADJACENT TO OCCUPIED AND UNOCCUPIED PREMISES

8.1 **Occupied Premises**

The Service Provider:

- shall give reasonable notice to adjacent premises of their intention to commence Work out adjacent to occupied premises , and the Work is to be carried out in a manner that will cause the minimum inconvenience and nuisance from obstruction, dust, noise etc.
- shall take all necessary precautions to ensure the safety and minimise the inconvenience of the adjacent occupier. Deliveries of materials must be arranged so as not interfere with the adjacent occupiers.
- shall ensure that inconveniences and disturbances are to be discussed fully in advance with the occupier and any other persons who are likely to be affected and all necessary precautions are to be agreed with them in advance.
- shall ensure that no Work starts or continues in any building until all practicable steps have been taken to prevent danger to persons employed or living in the building at the time, from any live electric cable or apparatus, plumbing works, exposed asbestos or any other hazard which is liable to be a source of danger and the Service Provider shall take all necessary safety measures accordingly.
- is to make their own arrangements for temporary electrical supply in accordance with the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 etc., and subsequent amendments or re-enactments.
- should be aware that properties may be occupied by elderly, frail or ill residents and should therefore take due care and consideration in the execution of the Works and the Service Provider’s tender is deemed to allow for any extra costs this may occur.

8.2 **Protect Tenants' Property**

The Service Provider:

- shall endeavour to settle any claims for damage to any residents' property directly with the resident(s).
- is to note that the minimisation and speedy resolution of complaints raised by residents and/or leaseholders will be a key performance indicator against which the Service Provider will be measured.

8.3 **Protection of Persons and Property**

The Service Provider:

- will take every precaution whilst carrying out the works to ensure the safety of the general public, the Client's staff and other persons likely to be affected by their operations, and in particular comply with the requirements of the following:

Office, Shops and Railway Act 1963,
Factories Act 1961,
Construction Regulation 1961, 1966 and 1996,
Health and Safety at Work Act 1974,
The Management of Health and Safety at Work Regulations 1992 etc.,

and any subsequent amendments and re-enactments and all other relevant legislation.

8.4 **Security of Unoccupied Premises**

The Service Provider:

- will be responsible for securing upon the completion of the Works or whilst the premises are unattended or at the end of each working day the doors and windows of unoccupied or unattended premises including the reinstatement of temporary door and window coverings as necessary. The cost of undertaking this work is deemed to be included in the Service Provider's tender.

8.5 **Prevention of Trespass**

The Service Provider:

- shall ensure that no workman, scaffold or the like trespass upon properties adjoining those in respect of which an instruction to undertake Works has been given. If the execution of Work requires that workmen must enter upon adjoining property, the necessary permission must be first obtained from the owner/leaseholder or resident by the Service Provider who is to ensure that these instructions are carried out.
- if unable to obtain such permission is to inform the CA who will endeavour to arrange access to the adjoining property.
- shall indemnify the Client against any claim or action for damages on account of any trespass or other misconduct of their employees. Workmen will be allowed only into such parts of the site and buildings of the Client's stock as may be necessary to execute the works from time to time ordered hereunder.
- shall at times be mindful of the requirements of the Party Wall etc. Act 1996 and the various obligations it imposes on the Client towards owners of adjoining property when Works are to be undertaken on/over or adjacent to roofs, chimneys,

walls, fences and similar party boundary situations, with regard to giving of Notices and preparation of Party Wall Awards, all as defined by the Act.

- if on initial inspection of any Works for which an instruction to undertake Works has been issued, they are of reasonable opinion that such Works come under the provisions of the aforementioned Act then the Service Provider shall not proceed with the Works and shall immediately notify the CA accordingly in writing.

The CA:

- shall within a reasonable time issue an instruction to the Service Provider to either, proceed with the Works as originally ordered or temporarily cancel the Works without charge until such time as the Client has arranged for the issue of requisite Notice to adjoining owners and preparation of a Party Wall Award. If instructed to proceed as originally ordered, the Service Provider shall still be obliged to complete the Works within the Response Repair Period for the Works Order.

8.6 Protection of Existing and Adjoining Building etc.

The Service Provider:

- shall suffer nothing to be done that is liable to injure the stability of existing buildings or any portion, boundary walls, fences or railings.
- will be held responsible for all damage arising through carelessness or inadvertence in this respect.
- make every effort to avoid damage to gardens and trees and the Work is to be carried out so as to cause the minimum of interference to the persons occupying or using the existing or adjacent or adjoining premises.

8.7 Liaison with Other Service Providers

The Service Provider:

- is to note that other repair works may be carried out concurrently with the Contract and the Service Provider is to allow for working in conjunction with and liaising with the Client and any other Service Provider.
- is deemed to have included in his tender for any costs incurred in complying with this requirement.

9. APPOINTMENTS, ACCESS AND ABORTIVE CALLS

9.1 Access and Abortive Calls

The Client, its officers, employees, agents and Service Providers (including the Service Provider and its sub-contractors) have no special right of access without the registered tenant's permission, and such rights of access include the opening of doors and windows and the carrying out of works to boundaries or grounds of the Property.

The Service Provider:

- shall make his own arrangements with residents for access to the individual Schemes/properties via telephone/letter/text/e-mail for the purposes of inspection and/or carrying out the Works
- If on receiving an order for responsive repair, which requires the Service Provider to gain access to an individual dwelling, the Service Provider is unable to gain

access on his initial visit (with the pre-booked appointment), he shall contact the resident by telephone, whilst on site. If no contact can be made, the Service Provider must leave his official calling card and notify M&E Repairs. On receiving the notification, M&E Repairs will immediately cancel the works order and notify the resident in writing.

- shall send the appointment letters to the residents for the routine maintenance visits (where access inside the residents' properties is required) giving the specific date and time (am/pm) for the visit . Prior to sending the appointment letter, a copy of routine maintenance programme should be sent to CA for the information
- in the event, the Service Provider is unable to gain access after the first letter, a second letter should be sent giving the date and time of second appointment.
- should give at least 2 weeks notice to residents before booking the appointment for routine maintenance
- In order to increase the access level, the service Provider should consider sending the reminder using text/telephone 24 hours before the appointment
- Should refer the 'No Accesses' to CA for him to make arrangement for access using Association's policy and procedure
- is to note that the cost of sending letters is deemed to be included in the contract
- in the event the Service Provider is unable to gain access to carry out Emergency Works, he is to immediately notify the Client's Authorised Officer.
- is to note that no payment will be allowed for abortive calls and all such costs are deemed to be included in his tender except the emergency call out.

9.2 Identification

The Service Provider:

- will supply to all personnel employed upon the Works including sub-contractors a form of identification card approved by the Client which will contain the following details:-
 - .1 Photograph of Operative
 - .2 Operative's name
 - .3 Service Provider's name, logo, address and telephone number
 - .4 Expiry date of card (which shall not be beyond the expiry date of the Contract)
- will be required to submit before the commencement of the Contract a list of their personnel to be used on the Contract together with their personal details and this list is to be updated when changes in staff arise.
- will be required to ensure that all identification cards so issued are returned to the Client on the expiration of the Contract or on the occasion of an operative leaving their employment.
- is to note that, all vehicles used by operatives employed by the Service Provider or sub-contractor's in carrying out the Works under this Contract shall clearly and permanently bear the **Service Provider's** logo and name on them irrespective of ownership.
- is to note that all the operatives employed by the Service Provider or sub-

contractor's shall at all times wear clean workwear, clearly and permanently bearing the **Service Provider's** logo, name, address and telephone number on them. The workwear shall be to the approval of the CA

- is to note that persistent failure on the part of operatives and/or staff of the Service Provider and/or any sub-contractor to carry and show identification cards whilst engaged on the Works shall entitle the Client to terminate the Service Provider's employment under the Contract.

9.3 **'Do Not Visit Alone' Policy**

The Service Provider shall note that a 'Do Not Visit Alone' policy is operated by the Client for certain premises, where it is known to the Client to apply. In such situations, the Service Provider will be given advance notice by the Client that his operatives should not attend those premises alone, but it is advisable that they be accompanied.

9.4 **Disclosure and Barring Services**

9.4.1 Where specified by the Client the Supplier shall procure that in respect of all potential Staff or persons supplying any of the Services (each a "**Named Employee**"), before a Named Employee enters the Premises:-

- a) each Named Employee is questioned as to whether he or she has any convictions;
- b) the results are obtained of a check of the most extensive available kind made with the DBS Checks.
- c) a copy of the results of such checks are notified to the Buyer.

9.4.2 The Supplier shall procure that no person who discloses any convictions, or who is found to have any convictions following the results of a DBS check, is employed or engaged by the Supplier or on the Supplier's behalf without the Client's prior Approval (such Approval not to be unreasonably withheld or delayed).

9.4.3 The Supplier shall procure that the Client is notified of any member of Staff who, subsequent to his/her commencement of employment as a member of Staff, receives a conviction or whose previous convictions become known to the Supplier (or any employee of a sub-contractor involved in the supply of the Services). The Parties agree that where such notification is made it shall be reasonable for the Client to withhold access to the Premises from the member of Staff concerned.

10. PAYMENT OF NON SCHEDULE OF RATES ITEMS

10.1 **Where Schedule of Rates not Applicable**

If any Work is ordered to be executed for which there are no tendered rates or prices, the value shall be based on:

- the items most nearly conforming with the description of the Work undertaken, or as may be agreed, or failing agreement the value determined by the CA.
- a quotation,

The Client:

- may, if it thinks fit, employ other tradesmen or service providers to execute such Work.
- reserves the right to delete items from the Schedule of Rates as is deemed appropriate and no claim for any additional costs arising from the deleting of such

Items will be allowed by the Client.

- may require the inclusion of additional items within the Schedule of Rates. In such situations the Client will identify items and either pre-price these or request a price from the Service Provider for negotiation, agreement and inclusion in the Schedule of Rates.
- reserves the right to delete items from the scope of Work as is deemed appropriate and in respect of Routine Maintenance the tendered annual sum will be adjusted accordingly. No claim for any additional costs arising from the deleting of such scope will be allowed by the Client.
- may require the inclusion of additional items within the Scheme Lump Sum totals or in the Schedule of Rates. In such situations the Client will identify the items and either pre-price these or request a price from the Service Provider for negotiation and agreement.

In all cases, additional items shall be priced or be pre-priced at a comparable level with existing items in the Schedule of Rates.

In all cases the Client's decision on the prices will be final and the Service Provider will be duly bound to undertake and complete all such Works so ordered under the terms and conditions of the Contract.

10.2 **Daywork, Out of Hours Emergency Call Outs and Prime Cost Sums**

The CA:

- may require Work, which cannot be valued under specific items in the Schedule of Rates to be carried out as Daywork.
- will specify on the particular Works Order where Daywork is instructed, the maximum number of hours permissible for that Work. In the event that these hours are likely to be exceeded, the Service Provider, shall, before expending any extra hours on the Work, obtain a variation order in writing signed by the CR. The Service Provider shall in all cases expedite this procedure in order to prevent any delay to the completion of the Works.

Labour

The predefined rates for Day work Labour indicated are deemed to be fully inclusive of all costs and expenses incurred by the Service Provider for the undertaking of Work on a Day work basis and shall be applicable to working hours only i.e. any travel and other lost time is deemed to be inclusive in the stated rates. Such rates are also deemed to be inclusive of the aggregate prime cost of all materials expended up to £1.00 per hour worked.

The predefined rates for Out of Hours Emergency Work indicated are deemed to be fully inclusive of all costs and expenses incurred by the Service Provider for the undertaking of Emergency Work outside of normal working hours and shall similarly be applicable to working hours only i.e. any travel and other lost time is deemed to be inclusive in the stated rates. Such rates are also deemed to be inclusive of the aggregate prime cost of all materials expended up to £1.00 per hour worked.

The additional cost of overtime, where specifically ordered by the CR, shall only be chargeable with the prior written agreement between the parties to the Contract.

Prime Cost Sums for Materials and Goods and Materials and Goods supplied on Day work

The prime cost of materials and goods obtained from stockists or manufacturers:

- is the invoice costs after deduction of all trade discounts, but including cash discounts not exceeding 5 per cent and includes the cost of delivery to site.
- is based upon the current market prices, plus any appropriate handling charges.
- excludes VAT
- has an addition of the percentage indicated in the Contract Details to the prime cost of materials and goods in respect of Overheads and Profit.

11.0 PLANTS, TOOLS AND VEHICLES

- 11.1 The Contractor shall provide all necessary labour and shall erect maintain alter and adapt as necessary, dismantle and clear away on completion all materials layout, scaffolding tower hoists ladders cradles and other means of access plant pumping temporary sub-barriers and other matters and things as necessary which in the opinion of the Contract Administrator may be required for the proper safe and expeditious completion of the Work including the costs of all carriage and freightage and as required for inspection of the Works by the Contract Administrator or his representative during progress and on completion.

12.0 MATERIALS, GOODS AND WORKMANSHIP

- 12.1 The Contractor in carrying out each Order shall use materials, goods and workmanship of the quality and standards specified in the Order or, if not so specified in the Schedule of Rates.
- 12.2 Where and to the extent that approval of the quality of materials or goods or of the standard of workmanship is a matter for the Contract Administrator's opinion, such quality and standards shall be to his reasonable satisfaction.
- 12.3 To the extent that the quality of materials and goods or standards of workmanship are not described in the Order or Schedule of Rates nor stated to be a matter for such opinion or satisfaction, they shall be of a standard appropriate to the relevant work.

13. COMPETENT MANAGEMENT/SUPERVISION

13.1 The Service Provider shall:

- ensure that a Contract Manager is appointed and empowered to act on behalf of the Service Provider and is contactable to the Client in person, throughout the period the Service Provider's is undertaking the Contract
- prior to the appointment of the Contract Manager, inform the Client in writing of details of its Contract Manager. The Service Provider shall also inform the Client in writing of any person(s) authorised to act as deputy for the Contract manager. The Service Provider may remove or replace the Contract Manager from time to time and must give written notice to the CA at the time of so doing.
- ensure that the Contract Manager informs the CA promptly and in writing of any instances of activity or omission on the part of the Client which precludes the Service Provider from meeting its obligations under the Contract.
- at all reasonable times employ upon the Contract a competent directly employed Supervisor and any instructions given to them by the CA shall be deemed to have been issued to The Service Provider.
- shall ensure that the Works are physically inspected and checked by a suitably qualified and experienced supervisor/engineer. The Service Provider shall maintain a record of all such quality control checks and produce evidence on

demand that this provision has been complied with. Failure to do so may lead to the Client carrying out the relevant checks, the cost of which will be recoverable from the Service Provider.

14. ASSIGNMENT AND SUBLETTING

14.1 The Client shall:

- have the right to novate, assign or transfer this Contract, or any part, share or interest in the Contract to any successor in title of the Client or anybody to which all or parts of the functions of the Client may be lawfully transferred. In such event, the Client shall notify The Service Provider accordingly in writing.

14.2 The Service Provider shall:

- not, under any circumstances without the written consent of the Client, assign or transfer this Contract, or any part, share or interest in this Contract.
- shall not without the written consent of the CA (which consent shall not be unreasonably withheld to the prejudice of the Service Provider) sublet any portion of the Contract. The Service Provider will, unless the CA permits otherwise due to unforeseen circumstances which would prevent the Service Provider from fulfilling his contractual obligations, only be allowed to sublet such portions of the Works that they does not undertake in the course of their normal business operations and subject to the same equality and diversity requirements.

It shall be a condition precedent in any authorised subcontracting which may occur that the employment of any sub-contractor under their subcontract with the Service Provider shall determine immediately and automatically upon the determination (for any reason) of the Service Provider's employment under this Contract.

- note that all electrical Work shall be carried out by a firm who is a member of the National Inspection Council for Electrical Installation Contractors (NICEIC) or Electrical Contractors Association (ECA) or other approved by statute. If the Service Provider is not registered, they will be required to sublet the work to a sub-contractor who is, and the sub-contractor will be regarded as a domestic sub-contractor to be approved by the CA.
- provide such documentary evidence as the CA may request that the firm and the engineers carrying out gas works are properly registered and qualified in accordance with this Condition and the regulations.

14.3 The CA must:

- approve any persons to whom work is assigned or sublet in accordance with these provisions, by the Service Provider.
- note that the use by the Service Provider in the undertaking of the Works of any sub-contractor for which approval has not been given by the CA and/or further subletting by any sub-contractor, approved or otherwise shall entitle the Client to terminate the Service Provider's employment under the Contract.

For avoidance of any doubt, the actions of any sub-contractor due to the failure on the part of the Service Provider to observe or fulfil any of their obligations to the sub-contractor under the Housing Grants, Construction and Regeneration Act 1996 will not relieve the Service Provider from any responsibilities or obligations to the Client or other liabilities under this Contract.

15. PAYMENT AND INVOICES

15.1 Interim Valuations and/or Invoices

The Service Provider shall:

within the period indicated in the Contract Details following completion of the Work and which shall form the basis for calculating any interim amounts due to the Service Provider under this Contract:

- deliver to the CA;
 - detailed valuations/invoices
 - authorised daily time sheets for Work undertaken on Daywork,
 - invoices for Work undertaken by Specialists
 - invoices for goods supplied on Daywork
 - duplicate copy of the Works Order
- complete and return the duplicate copy of the Works Order (forming part of the original Works Order) before any payment in respect will be authorised.
- Valuations or invoices shall be supported by the Routine Maintenance reporting form for each element of Work to each Scheme duly completed, signed and dated.
- ensure that valuations or invoices for Routine Maintenance submitted by the Service Provider, shall be based upon instalments of the Scheme Lump Sum chargeable for each respective element of Work for each Scheme, calculated in accordance with frequency of undertaking each element of Work.
- ensure that valuations or invoices for Routine Maintenance and Responsive Maintenance must identify the Contract and detail: the Scheme address(es), priced value, a brief description of the Work, the amount of value of Value Added Tax properly chargeable on the supply of goods or services to the Client in carrying out the Works, and the precise dates on which the Works were commenced and completed for each Scheme visit.
- ensure that all valuations or invoices for Responsive Maintenance must quote the number of the Works Order, the Scheme address, the Schedule of Rates reference or other agreed price basis, priced value, a brief description of the Work, and must also include the value of Value Added Tax properly chargeable on the supply of goods or services to the Client in carrying out the Works Order, and must detail the precise dates on which the Works were commenced and completed to the satisfaction of the CA.
- shall upon receipt of any valuation or invoice rejected by the CA, make any adjustments as may be necessary and within 14 days of receipt shall resubmit to the CA an amended valuation or invoice as may have been agreed with the CA

The Client shall:

- have the right to amend the procedure for the submission of valuations or invoices by the Service Provider if deemed necessary during the Contract. This may involve but shall not be limited to varying the batching, frequency/timescale, computerised invoicing, documentation requirements etc. The CA shall give the Service Provider written notification of any amendments and the Service Provider shall comply with the same within 14 days from receipt of the notification.
- shall not withhold payment after the date for payment of any sum due under the Contract without having given an effective notice of intention to withhold payment, which shall be given in writing not later than 7 days before each date for payment, specifying the amount(s) to be withheld and the relevant ground(s) attributable to

each. Such notice may be combined with the statement referred above in the case of the payment pursuant to the "Final Certificate".

The CA shall:

provided that the Works have been properly completed to his satisfaction:

within the period indicated in the Contract Details following the receipt by the Client of the Service Provider's valuation or invoice authorise payment to the Service Provider of the interim amount to be paid to the Service Provider under this Contract and the date of such authorisation by the CA is deemed to be the due date for interim payment. The final date for payment to the Service Provider of any interim amount so authorised shall be the period from the due date indicated in the Contract Details.

- shall either, approve such valuation or invoice and authorise or certify payment as an interim amount or alternatively, reject the valuation or invoice and return it to the Service Provider, stating the reasons for rejection, for corrective action and resubmission.
- shall have no obligation to approve, authorise, nor certify part payment in respect of any valuation or invoice submitted by the Service Provider.
- may in default of the Service Provider submitting detailed valuations or invoice, at their sole discretion calculate the amount due to the Service Provider by measuring the Works on the basis of the Schedule of Rates. The amount so calculated shall become due, and the final date for payment of the amount due shall be determined as being the same date as the final date for any payment under the Final Account.

15.2 VAT

All Rates and prices are exclusive of VAT and in relation to any payment to the Service Provider under this Contract, the Client shall in addition pay the amount of any VAT properly chargeable.

15.3 Construction Industry Scheme [CIS]

Where it is stated in the Contract Details that the Client is a 'Contractor' for the purposes of the CIS or if at any time up to the payment of the balance due on the issue of the "Final Certificate", the Client becomes such a 'Contractor' the obligations of the Client to make any payment under this Contract is subject to the provisions of the CIS.

15.4 Prompt Payment Discount Scheme

The Client currently operates a Prompt Payment Discount Scheme on maintenance invoices. In accordance with the VAT Act 1994 (paragraph 4(a), schedule 6) and the EC Sixth Directive (European law relating to tax), the Service Provider offers the Client a prompt payment discount, of 10%, for all invoices paid within 21 days. The Service Provider is paid the full works cost, but a reduced VAT is paid. The Service Provider must ensure that all invoices state that the VAT payable is subject to a prompt payment agreement.

16. STATUTORY OBLIGATIONS

16.1 The Service Provider shall:

- comply with, and give all notices required by, any statute, any statutory instrument, rule or order or any regulation or bye-law applicable to the Contract (called the 'statutory requirements') and shall pay all fees and charges in respect of the Contract legally recoverable from him.
- on finding any divergence between the statutory requirements and the Contract

Documents or between the statutory requirements and any instruction of the CA, the Service Provider shall immediately give to the CA a written notice specifying the divergence. Subject to this latter obligation, the Service Provider shall not be liable to the Client under this Contract if the Works do not comply with the statutory requirements where and to the extent that such non-compliance of the Works results from the Service Provider having carried out work in accordance with the Contract Documents or any instruction of the CA.

17. INSURANCES

17.1 Injury to or death of persons

The Service Provider shall:

- be liable for and shall indemnify the Client against any expense, liability, loss, claim or proceedings whatsoever arising under statute or at common law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by the carrying out of the Works, unless due to any act or neglect of the Client or of any person for whom the Client is responsible.
- without prejudice to his liability to indemnify the Client, the Service Provider shall maintain and shall cause any sub-contractor to maintain such insurance's as are necessary to cover the liability of the Service Provider or, as the case may be, of such sub-contractor in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by the carrying out of the Works.
- be required to maintain the minimum cover as stated in the Contract Details per incident and not limited in the number of claims, indicated in the Contract Details. Provided that nothing contained in this requirement shall impose any liability on the sub-contractor in respect of negligence or breach of duty on the part of the Client, the Service Provider, their other sub-contractors or their respective servants or agents.

17.2 Damage to property

The Service Provider shall:

- be liable for and shall indemnify the Client against and insure and cause any sub-contractor to insure against any expense, liability, loss, claim or proceedings in respect to any damage whatsoever to any property real or personal insofar as such damage arises out of the Works and is due to any negligence, omission or default of the Service Provider or any person for whom the Service Provider is responsible or of any sub-contractor or persons for whom the sub-contractor is responsible.
- be required to maintain the minimum cover as stated in the Contract Details per incident and not limited in the number of claims, indicated in the Contract Details.

17.3 Insurance of Works - Fire, etc., existing structure

Work:

- The Works (and the existing structures, together with the contents owned by him and for which he is responsible) and all unfixed materials and goods intended for and that have been delivered to and placed on or adjacent to the Works (except temporary buildings, plant, tools and equipment owned or hired by the Service Provider or any sub-contractor) shall be at the sole risk of the Client as regards loss or damage by fire, lightning explosion, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, earthquake, aircraft and other aerial devices or articles dropped, riot and civil commotion except that which may

be suffered due to any negligence, omission or default of the Service Provider.

The Service Provider shall:

- allow for and take all reasonable precautions to prevent loss or damage by any of the contingencies and shall minimise the extent of any such loss or damage as may be occasioned.
- be entirely responsible for maintaining insurance's at their own expense in respect of their own temporary buildings, plant, tools and equipment owned or hired by him in respect of loss caused by any of the aforementioned or other risks.
- be required to indemnify the Client against and insure and cause any sub-contractor to insure against the risk of any loss or damage, during the execution of the Works, to the goods, chattels, possessions and personal property belonging to or under the control of, or in possession of the Client (called the property of the occupier) where such property of the occupier remains in any building during the execution of the Works, if such loss or damage is a result of the negligence of the Service Provider, their servants or agents of any sub-contractors or where the dwelling is subject to vandalism, theft and other loss or damage whilst in the Service Provider's possession for the purpose of the undertaking of Void Property Works or other such Works, possession being deemed to be from the receipt of keys etc., by the Service Provider from the Client until the return of the keys etc., to the Client upon completion of the Works.
- have been required to insure himself or to procure that any sub-contractor has insured against injury to or death of persons or damage to property, the Service Provider shall produce and shall cause any sub-contractor to produce as the case may be the relevant policy or policies and premium receipts as and when required by the Client.
- not default in keeping any of the aforementioned insurance's in force during the whole of the Contract, the Client may insure against any risk with respect to which the default shall have occurred and may deduct a sum or sums equivalent to the amount paid or payable in respect of the premiums from any monies due or to become due to the Service Provider or such amount shall be recoverable from the Service Provider by the Client as a debt.

17.4 Insurance against damage to adjacent property;

The Service Provider shall:

- maintain in the joint names of the Client and themselves, insurance's in respect of any expense, liability, loss, claim or proceedings which the Client may incur or sustain by reason of damage to any property other than the Works caused by collapse, subsidence, vibration, weakening or removal of support or lowering of ground water arising out of or in the course of or by reason of the carrying out of the Works excepting damage
 - .1 Caused by the negligence, omission or default of the Service Provider, their servants or agents or of any sub-contractors, their servants or agents.
 - .2 Attributable to errors or omissions in the designing of the Works.
 - .3 Which can reasonably be foreseen to be inevitable having regard to the nature of the Work to be executed or the manner of its execution.
 - .4 Arising from a nuclear risk, war risk or sonic boom.

18.0 LIQUIDATED AND ASCERTAINED DAMAGES AND SUMS RECOVERABLE FROM THE CONTRACTOR

- 18.1 if the Service Provider fails to carry out the work as necessary to ensure compliance with the contract Documents, or fails during a visit to undertake or complete any element of work as required by the Contract Documents, or fails to properly respond or, carry out any Work in response to any Works Order issued by the CA, or to remove or make good any defective or unsatisfactory work, materials and/or workmanship not in accordance with the Contract when ordered to do so by the CA, then the SBHA may employ and pay any other person to carry out the works and all costs incurred may be deducted as a debt.
- 18.2 The SBHA, in addition, shall also be entitled to deduct liquidated and ascertained damages from any monies due or which may become due to the Service Provider under the contract made up of the rates indicated in the contract details.
- 18.3 If within the Response Repair Period required for any Works Order, the Contractor does not comply, SBHA may employ and pay any other persons to carry out the Works and all costs incurred may be recovered from the Contractor.

Furthermore should the Service Provider fail to complete the Works as directed in any Works Order within the Response Repair Period so stated or fails to meet a pre-arranged appointment then SBHA shall also be entitled to deduct Liquidated and Ascertained Damages made up of the following rates indicated in Condition 18.4, below together with the costs set out in Condition 18.5 below, where appropriate per Works Order in respect of such late completion/failure to meet a pre-arranged appointment.

- 18.4 The Works, undertaken by the Contractor
- £2** per Works Order/per day, up to a maximum of **£50**, plus a **£10** administration fee.
- 18.5 If the Contractor fails to attend a prearranged appointment, SBHA will require the Specialist Contractor to reimburse SBHA its administrative costs and the amount SBHA will be required to pay to the tenant(s) under the terms of SBHA's Tenants' Charter.
- £30** for failure to meet each prearranged appointment, such sum including administrative costs.

19. DETERMINATION, TERMINATION AND BREAK PROVISIONS

19.1 Determination for corrupt practices

The Client shall be by notice to the Service Provider to terminate the Service Provider's employment, under this or any other contract with the Client if, in relation to this or any other such contract, the Service Provider or any person employed by him or acting on his behalf shall have committed an offence under the Prevention of Corruption Acts 1889 to 1916 or given any fee or reward, the receipt of which is an offence under sub-section (2) of section 117 of the Local Government Act 1972.

19.2 Determination for breach of covenant and financial circumstances

The Client may without prejudice to any accrued rights or remedies under the Contract terminate the Service Provider's employment under the Contract by notice in writing having immediate effect.

If the Service Provider:

- without reasonable cause fails to proceed diligently with the Works or wholly suspends the carrying out of the Works save a suspension of the Works (providing the required notice has been given by the Service Provider) under the terms of the Housing Grants, Construction and Regeneration Act 1996 before completion.

- consistently fails to complete Works Orders within the Response Repairs Periods notified to the Service Provider
- fails to complete the Works (or any parts thereof) within any agreed programme period (or such other time as may be agreed).
- fails to observe and perform the Contract and the covenants, stipulations and conditions contained in the Agreement or the Contract Documents or any of them including but not limited to the Service Provider's default under Annual Performance Review criteria.
- his servants, agents, employees or sub-contractors to abuse (verbal or otherwise) the Client's customers, residents, visitors to dwellings, residential staff or administrative staff.
- fails to comply with the Performance Targets or the Model Code of Conduct and Contract Service Standards.
- fails to achieve the standards of workmanship required by the Contract.
- makes application for payment for Work not carried out or not carried out in accordance with the Contract.
- becomes bankrupt or makes a composition or arrangement with their creditors or has a proposal in respect of their company for the voluntary arrangements for a composition of debts or scheme or arrangement approved in accordance with the Insolvency Act 1986.
- has an application made under the Insolvency Act 1986 in respect of their company to the Court for the appointment of an administrative receiver.
- has a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed.
- has a provisional liquidator receiver or manager of their business or undertaking duly appointed.
- has an administrative receiver as defined in the Insolvency Act 1986 appointed.
- has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge.
- is in circumstances which entitle the court or a creditor to appoint or have appointed a receiver a manager or administrative receiver or which entitle the court to make a winding-up order.

19.3 **The Client's rights on determination**

If The Service Provider's employment is terminated then **the Client** shall:

- cease to be under any obligation to make further payment until after completion of the Works and until the costs loss and/or damage resulting from or arising out of the determination of the Service Provider's employment shall have been calculated and provided such calculation shows a sum or sums due to the Service Provider.
- be entitled to repossess any of its materials clothing equipment vehicles or other goods loaned or hired to the Service Provider if applicable and to exercise a lien over any of the materials clothing plant, equipment vehicles or other goods belonging to the Service Provider for any sum due or otherwise from the Service

Provider to the Client.

- be entitled to employ and pay other persons to provide and complete the undertaking of the Works and to use all such Service Provider's materials clothing plant equipment vehicles or other goods for the purposes .
- be entitled to deduct from any sum or sums which would have been due from the Client to the Service Provider under this Contract or any other contract or be entitled to recover the same from the Service Provider as a debt any loss or damage to the Client resulting from or arising out of the determination of the Service Provider's employment. Such loss or damage shall include the reasonable cost to the Client of the time spent by its officers in determining the Service Provider's employment and in making alternative arrangements for the undertaking of the Works.
- when the total costs loss and/or damage resulting from or arising out of the termination of The Service Provider's employment has been calculated and deducted so far as practicable from any sum or sums which have been due to the Service Provider any balance shown as due to the Client shall be recoverable as a debt or alternatively the Client shall pay to the Service Provider any balance shown as due to the Service Provider after the exercise of this right of set off.

The Service Provider shall:

- Within 7 days from the date of any such Determination, provide the Client with authorised copies of their records relating to the Contract.

The rights of the Client upon determination of the Service Provider's employment are in addition to and without prejudice to any other rights the Client may have whether against the Service Provider directly or pursuant to any guarantee or indemnity.

19.4 Break Provision

The Client may:

- determine the employment of the Service Provider, by the giving of the period of notice as stated in the Contract Details, to the Service Provider, following the agreement of an mutually agreed exit strategy,

The Service Provider may:

- determine their employment, by the giving of the period of notice to the Client as stated in the Contract Details, following the agreement of an mutually agreed exit strategy. The Service Provider's notice of intention to determine under this clause cannot be given earlier than the end of the second year* from the date of commencement of the Contract Period.

The Service Provider shall:

- not, on receipt by the Service Provider or the Client of the notice referred to above, unless otherwise agreed between himself and the CA, be under any obligation to carry out any Works instructed after receipt of the notice which cannot be reasonably completed before the expiration of the notice.
- not be relieved of their obligations to carry out and complete Works as may have been properly instructed prior to the receipt of the notice, even if such Works

cannot be completed before the expiry of such notice and in these circumstances the Service Provider's employment shall be deemed to have been determined upon the completion of the Works to the reasonable satisfaction of the CA

- until such time as their employment is determined, be under an obligation to continue to carry out and complete all the Works instructed and to comply with and be bound by in all respects with the provisions contained within the Contract which shall remain in full force and effect.

If the Service Provider's employment is determined by the exercising of the break provision neither the Client nor the Service Provider shall have any claims against the other in respect of any resulting loss or damage.

19.5 Determination - By the Service Provider

The Service Provider may;

- by notice sent by registered post or recorded delivery to the Client determine the employment of the Service Provider under this Contract if the Client is in default in respect of any one or more of the following:-
 - suspends the carrying out of the Works for a continuous period of at least three months, unless such suspension arises from a breach of suspected breach by the Service Provider and notified by the Client to the Service Provider.

becomes bankrupt or makes a composition or arrangement with their creditors, or has a winding up order passed or a receiver or manager of their business is appointed or possession is taken by or on behalf of any creditor of any property the subject of a charge.

does not pay by the final date for payment any amount properly due to the Service Provider under the terms of the Contract which have been authorised for payment by the CA in respect of any certificate and/or VAT due on that amount

Provided that the employment of the Service Provider shall not be determined unless the Client has continued the default for seven days after receipt by registered post or recorded delivery of a notice from The Service Provider specifying such default.

In the event of the Service Provider determining the employment of the Service Provider, the Client shall pay to the Service Provider, after taking into account amounts previously paid, such sum as shall be fair and reasonable for the value of Work begun and executed, materials on site and the removal of all temporary buildings, plant, tools and equipment. The right of determination shall be without prejudice to any other rights or remedies, which the Service Provider may possess.

20. RESOLUTION OF DISPUTES, ADJUDICATION AND ARBITRATION

20.1 Mediation

The Client and the Service Provider may by agreement seek to resolve any dispute or difference arising under this Contract through mediation.

20.2 Conciliation

The Conciliator shall be a person to be agreed between the parties or failing agreement within 10 working days after either party has given to the other a written request to

concur to the appointment of a Conciliator, being a person to be appointed at the request of either party by the President of the Royal Institution of Chartered Surveyors.

If, at any time before reference of a difference or dispute to adjudication or arbitration in accordance with the Contract, the Client or Service Provider agree to conciliation in respect of that difference or dispute, they shall apply jointly to the Conciliator who shall conduct the conciliation in accordance with the edition of the Association of Consultant Architects Ltd's Conciliation Procedure current at the date of the application.

Any written agreement signed by the parties to the difference or dispute, which records the terms of any settlement reached during the conciliation, shall be final and binding upon them and they shall give effect to such settlement in accordance with its terms. If either party fails to do so, then the other party shall be entitled to instigate such proceedings as it sees fit to secure enforcement of the settlement.

Either party may, save where the parties have already expressly agreed in writing to accept the decision of the Conciliator as final and binding, subsequently give notice to the other to refer the same dispute or difference to adjudication or arbitration.

20.3 **Adjudication**

If a dispute or difference arises under this Contract which either the Client or the Service Provider wishes to refer to adjudication, Part 1 of the Schedule to the Scheme for Construction Contract (England and Wales) Regulations 1998 shall apply, subject to the following:

- For the purposes of the Scheme the Adjudicator shall be the person (if any) and the nominating body shall be that stated in the Contract Details.
- The Adjudicator to decide such dispute or difference shall (where practicable) be an individual with appropriate expertise and experience relevant to this Contract.
- If the Adjudicator does not have the appropriate expertise and experience, the Adjudicator shall appoint an independent expert with such expertise and experience to advise and report in writing on any matter remitted to the expert by the Adjudicator.

20.4 **Arbitration**

Subject to the provisions of the Mediation, Conciliation and Adjudication procedures, if any dispute or difference concerning this Contract, arises between the Client and the Service Provider of any kind whether before, during the progress or after the completion or abandonment of the Works or after termination of the Service Provider's employment, shall be referred to arbitration in accordance with the latest edition of the Construction Industry Model Arbitration Rules (CIMAR). The exceptions to this provision are:

- Any dispute or differences arising under or in respect of the Construction Industry Scheme or VAT, to an extent that legislation provides another method of resolving such disputes or differences;
- Any disputes or differences in connection with the enforcement of any decision of an Adjudicator

Any arbitration shall be conducted in accordance with the latest edition of the Construction Industry Model Arbitration Rules (CIMAR) current at the time the referral is made to the Arbitrator, and the provisions of the Arbitration Act 1996 shall apply.

20.5 **Notice of Arbitration**

If either party requires a dispute or difference to be referred to arbitration, that Party shall serve on the other Party a written notice of arbitration in accordance with the CIMAR rules, identifying the dispute and requiring the other Party to agree to the appointment of an Arbitrator. The Arbitrator shall be an individual agreed by the Parties or, failing such agreement within 14 days after the notice of arbitration is served, appointed on the application of either Party by the nominating body named in the Contract Details.

After an Arbitrator has been appointed either Party may give a further notice of arbitration to the other Party and to the Arbitrator referring any other dispute to be decided in the arbitral proceedings.

20.6 Powers of Arbitrator

The Arbitrator so appointed shall have the power to open up and review any decision, opinion, instruction, direction, certificate or evaluation of the CA and may in their absolute discretion at any time before their final award on the application of either party confirm, vary or set aside the decision of the Adjudicator on any matter if it appears just and reasonable to him so to do, save where the parties have already expressly agreed in writing to accept the decision of the Adjudicator as final and binding.

The award of the Arbitrator shall be final and binding on the Parties.

21. ADMINISTRATION OF THE WORKS

21.1 Location of Existing Services

The Service Provider:

- shall be responsible for locating and protecting all services (drainage, gas, water, electricity, telephone, TV aerials, Satellite Dishes etc.,) above and below ground, or within the structure of the property during the course of the Works.

21.2 Existing Services to be Maintained

Any existing drainage system, gas, telephone, TV aerial, satellite dishes, electric and water services to the premises and any adjoining premises shall be fully maintained during the progress of the Works and the Service Provider shall take all necessary steps to prevent any interruption.

No diversion of any of the existing services, etc., other than as required for the Works shall be carried out without the written agreement of the CR. Any temporary disconnection of the services, etc., which may be necessary in connection with the Works shall be done at such times as may be directed by the CR. The Service Provider shall be responsible for maintaining close liaison with the Client and the public utility authorities so as to avoid any disruption of existing services. Any costs that may arise due to damage/disruption of public utility services and/or equipment are to be at the Service Provider's expense.

Where it is necessary to relocate any service on a permanent basis, the residents affected shall be contacted and their views about where the service is to be located shall be sought by the CR. The CR's decision will be final.

21.3 Lighting and Power

The Service Provider:

- shall provide all artificial lighting and power for use on the Works,
- pay for all temporary connections, leads, fittings, etc., and clear away and make good on completion.

- in the event of taking a supply of electricity in occupied premises, they are to arrange with the resident for permission to use this supply and pay all charges for consumption of electricity direct to the resident.
- in the event of taking a supply of electricity from public or communal areas, they are to arrange with the CR for permission to use this supply and make good on completion.

All temporary electrical work shall comply with the current Regulations, British Standard 7671 (with particular reference to the sections dealing with temporary electrical installations and installations on construction sites) the relevant Codes of Practice and the requirements of the appropriate electricity supplier

21.4 **Water for the Works**

The Service Provider:

- shall be responsible for providing clean, fresh water for use on the Works at their own expense.
- provide all temporary runs, storage cisterns, plumbing connections and the like and pay all charges.
- in the event of taking a supply of water from occupied premises, they are to arrange with the resident for permission to use this supply and pay all charges for consumption of water direct to the resident if required.
- in the event of taking a supply of water from public or communal areas, they are to arrange with the CR for permission to use this supply and make good on completion.

21.5 **Service Provider's Personnel**

The Client is intent on providing a customer centred speedy, safe and efficient maintenance and repair service to the occupants of its premises and consequently the Service Provider shall do their utmost to promote and enhance the image and reputation of the Client in this respect.

The Service Provider:

- shall prior to award of the Contract supply the CA with details of proposed staffing levels and structures. In addition, provide a list of the names of all personnel, with unique reference numbers, to be employed in the execution of the Contract.
- must inform the CA immediately of any changes of personnel. This list must be rigorously maintained.
- shall provide sufficient operatives to comply with the requirements of the Contract.
- is required to demonstrate that operatives are appropriately qualified and fully conversant with the Codes of Practice, Regulations and any other applicable standards and have experience of this type of work.

21.6 **Meetings**

Meetings will be held as and when required by the CA.

The CA:

- will arrange and chair any meeting they shall deem necessary for the successful running of the Contract.
- will be responsible for the production and circulation of Minutes of Site Meetings.

The Service Provider:

- shall attend all such meetings and they is to inform any nominated or other sub-contractor's when their presence is required. All costs arising are deemed to be included in the Service Provider's tender.

Monthly Review Meetings:

A monthly review meeting will be held with the Service Provider at the end of the first week of each month to review the Service Provider's performance over the previous month.

Quarterly Review Meetings:

A quarterly review meeting will be held with the Service Provider to review the overall performance of the Contracts and to discuss items of continuous improvement of the service and its delivery to benefit the Service Provider, the Client and its residents. Tables of performance statistics will be produced in advance of the meeting to assist the Client and the Service Provider in formulating potential ideas, policies and improvements.

The targets reviewed will include, but not be limited to the following:

- Achievement of priority times
- Job outstanding beyond priority times
- Number of recalls
- Complaints received from tenants
- Tenants Feedback/reports

Annual Performance Review:

The Client and the Service Provider shall jointly undertake the annual performance review on or about the anniversary of the Commencement Date of the Contract on an annual basis. Like each monthly and quarterly review, the annual performance review will focus on the performance and effectiveness of the Service Provider.

Should the review indicate that the Client has valid grounds for a determination of the Contract notwithstanding any representations made by the Service Provider, the Contract can and should be determined, then the Client shall issue the notice of determination no later than 2 months (or any extended date that may be agreed between the parties) following the date of the review.

Until such time as the Service Provider's employment is determined, the Contract shall remain in full force and effect and the Service Provider shall be under an obligation to continue to carry out and complete all Works instructed and to comply and be bound by in all respects with the provisions contained within the Contract.

The Service Provider is advised that there are likely to be occasions when residents or residents' representatives will be present and will contribute to the meeting, and that any such meetings may be held at times outside of the normal working hours as set out in the Contract Details.

21.7 Pre-Inspection Survey/Setting Out

The Service Provider:

- shall undertake all surveys, inspections etc. deemed necessary to determine the full requirements appertaining to the various scheduled items specified together with all setting out required. The cost for compliance with this condition shall be deemed to be included in the Service Provider's tender.

21.8 REMOVING RUBBISH AND CLEANING

Allow for clearing away all surplus material rubbish and debris from time to time as necessary or directed by CR and leaving the whole of the Works clean and tidy on completion. Every precaution shall be taken to minimise the risk of fire. Flammable rubbish shall be constantly cleared and fire extinguishers provided and maintained in good condition. No bonfires will be permitted on site.

22. CODE OF CONDUCT

22.1 The Contractor shall comply with the Employer's "Model Code of Conduct", a copy of which is attached.

22.2 The Contractor should note that all employees will be required to be CRB checked and that he will be required to provide electronic photographs of all personnel employed on the works, so that an approved identification badge can be issued by Domus. Residents are advised not to allow operatives entry into their homes without appropriate identification.

23.0 SAFETY HEALTH AND WELFARE

23.1 In carrying out the Works or Services under this Contract the Contractor shall adopt safe methods of work in order to protect the Health of its employees, the employees of the Association, residents and all other persons including members of the public.

The Contractor shall review its Health and Safety Policy and Safe Working Procedures as often as necessary and in the light of changing legislation. In particular the Contractor shall comply with the requirements of the Health and Safety at Work Act 1974, the Factories Act 1961, the Offices, Shops and Railways Premises Act 1963 and any subordinate legislation.

Without prejudice to the generality of the foregoing, the Contractor will ensure compliance with:

- * Health and Safety at Work etc Act 1974
- * Control of Substances Hazardous to Health Regulations 2002 (COSHH)
- * Management of Health and Safety at Work Regulations 1999
- * Workplace (Health, Safety and Welfare) Regulations 1992
- * Personal Protective Equipment (PPE) at Work Regulations 1992
- * Manual Handling Operations Regulations 1992
- * Health and Safety (First Aid) Regulations 1981
- * Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR)
- * The Safety Representative and Safety Committee Regulations 1997
- * Lifting Operations and Lifting Equipment Regulations 1998 (LOLER)
- * Control of Asbestos at Work Regulations 2002 and all measures recommended by the Asbestos Research Council for protection from health hazards for persons working with materials containing asbestos
- * Gas Safety (Installation and Use) Regulations 1994
- * Noise at Work Regulations 1989
- * The Electricity at Work Regulations 1989
- * Recommendations as from time-to-time issued by the National Joint Council for the Building Industry in the Working Rule Agreement

- * The Construction (Design and Management) Regulations 2007
- * The Construction (Health, Safety and Welfare) Regulations 1996

The Contractor shall be fully conversant with the Construction (Design and Management) Regulations 2007 and its implications on the Works and comply with all Statutory Regulations in relation thereto.

23.2 C.O.S.H.H. Regulations

The Client:

- endorses the concern over the damage that is caused to the Environment through pollution and requires the successful Service Provider to take all reasonable measures to control the damage to the Environment resulting from C.F.C.'s disposal of waste and other such issues and should comply in all respects to the current regulations regarding the Control of Substances that are Hazardous to Health (C.O.S.H.H.). The disposal of such items is deemed to be included within the Service Provider's tender.

23.3 Noise Control

The Service Provider:

- is to note the provisions of Section 60 of the Control of Pollution Act 1974, with reference to the control of noise in relation to any demolition or construction Works and the need, particularly where such Works are adjacent to occupied property where a high sensitivity to noise may be anticipated, to ascertain from the local authority what requirements or restrictions, if any, shall apply to the Works in this respect. The restrictions may relate to the type of plant used, the methods of working to be adopted, the hours of working permissible and may in addition impose a maximum noise level at the site boundary which must not be exceeded.
- is to note the provision of Section 61 of the Control of Pollution Act 1974, with reference to the issue of prior consent and any application under that section should be made to the local authority on the appropriate form available from them.
- is to be held responsible for complying with such requirements, restrictions, or consents together with any other stipulations to which their/her attention may be drawn from time to time by the competent authorities and is to allow in their/her tender for any costs or expenses arising from such compliance. No instruction issued to the Service Provider by the CA or their/her authorised representative shall relieve the Service Provider from compliance with the Control of Pollution Act 1974 or any subsequent amendments or re-enactments.

23.4 Environmental and Sustainability Policy

The Client:

- implements a comprehensive Environmental Policy in recognition of its responsibility to contribute to improving the quality of the environment through delivery of services/materials and a copy of this Policy is available to Service Providers free of charge, upon request.

The Service Provider:

- will in its performance of the Contract use all reasonable endeavours to ensure it uses working methods, equipment, materials and consumables which minimise environmental damage.
- in particular, they shall ensure that they are familiar with the Client's Environmental Policy and will fully comply with the stated environmental obligations and will support and assist the Client in achieving the objectives set out in it.
- must provide the Client with a copy of their Environmental Policy or statement of intent

towards environmental issues. These shall be compatible with the Client's environmental objectives and the Service Provider must be able to demonstrate, if required, that they operate in harmony and compliance with the Client's Policy.

23.5 ASBESTOS

Asbestos Register

An Asbestos Register has been/is being prepared by the Client and a copy will be provided to the Service Provider prior to Commencement/as soon as it is available.

Working with Asbestos

The Service Provider:

- may be required to manage, administer and co-ordinate any Work under this Contract which involves handling or disturbance of materials containing certain types of asbestos when encountered in properties. The Client requires that any Work involving such material which falls under the remit of the Asbestos (Licensing) Regulations shall be undertaken only by a specialist(s) from their Approved List of Asbestos Removal Service Providers.
- shall be obliged to engage firms on the instruction of the CA as specialist(s)
- if during the course of any Work discovers the presence of materials suspected or known to contain asbestos and such materials have not been previously notified to the Service Provider as containing or possibly containing asbestos, they must immediately cease Work, notify the CA, seek further instructions and respond in accordance with those instructions.
- whilst ceasing Work immediately they must nevertheless ensure the Works are left in a safe and satisfactory condition with no danger and as little inconvenience as possible to the resident or occupier results.

Any Work under this contract involving the handling or disturbance of materials containing asbestos shall be undertaken by the Service Provider so as to comply with all relevant existing or subsequent legislation, including the following;

Hazardous Materials Act 1990,

Control of Asbestos at Work Regulations 1987 (and any subsequent amendments),

Asbestos (Licensing) Regulations 1983 (as amended),

Approved Codes of Practice and guidance notes issued by the Health & Safety Executive, in particular their publications "Asbestos Essentials Task Manual" and "Introduction to Asbestos Essentials".

All Work undertaken shall meet or exceed the Approved Codes of Practice and guidance notes.

If the CA confirms or has previously confirmed that asbestos is present then providing the Work is outside of the Asbestos (Licensing) Regulations then the Service Provider shall proceed to carry out the Work in accordance with the task guidance sheets as contained within the "Asbestos Essentials Task Manual" and such Work shall be deemed to be included in the Service Providers tender.

Any asbestos containing materials that are to be disposed of as waste shall be encapsulated and treated in an approved manner as special waste and shall only be disposed of at a site licensed as an approved disposal point to accept asbestos.

24 SCAFFOLDING, MEANS OF ACCESS ETC

SCAFFOLDING ETC

Reference to the number of storeys shall be deemed to mean the number of storeys above the general adjacent ground level surrounding any structure and disregarding localised lower areas caused by basement, dry-area, lightwells and the like structures.

Scaffolding for structures not exceeding two storey

The Service Provider shall, for the proper execution of the Works, provide and bear the expense of:-

1. All necessary trestles, ladders, boards, towers, scaffolding and the like to the external elevations, gable and party walls of two storey structures and structures below two storeys, in all situations where a working platform is required at or below eaves, parapet, verge or ridge level as appropriate.
2. All additional ladders, boards, towers, scaffolding and the like necessary to party walls, parapets, dormers, chimney stacks, flues, ducting, pipework and the like protruding above the eaves, verge or ridge level of two storey structures and structures below two storeys, where the protrusion does not exceed 1m high (measured vertically on the shortest face from a point at the base/roof covering abutment to the top of the protrusion but disregarding the extra height caused by pots, terminals, finials and the like).
3. All necessary temporary barriers, hoardings and the like for safe and proper execution of the Works, for protecting the public and the occupants of adjoining premises and for meeting the requirements of any local or other Authority.

The cost of the above shall be deemed to have been included within the Service Provider's tender.

The Service Provider shall be entitled to reimbursement for the additional cost of towers and scaffolding necessary and provided to party walls, parapets, dormers, chimney stacks, flues, ducting, pipework and the like protruding above the eaves, verge or ridge level of two storey structures and structures below two storeys, where the protrusion exceeds 1m high. The decision as to the amount of any extra payment that may be allowed in such circumstances shall rest solely with the CA.

Scaffolding for structures exceeding two storey

The Service Provider shall, for the proper execution of the Works, provide and bear the expense of:

1. all necessary trestles, ladders, boards, towers, scaffolding and the like required where a working platform is required at or below a level equivalent to the top of the second storey of any structures exceeding two storeys in height.
2. All necessary temporary barriers, hoardings and the like for safe and proper execution of the Works, for protecting the public and the occupants of adjoining premises and for meeting the requirements of any local or other Authority.

The cost of the above shall be deemed to have been included within the Service Provider's tender.

All other scaffolding required for Works to structures not deemed included in the Service Provider's tender, or erected pursuant to the specific instruction of the CA, shall be valued at the rates tendered by the Service Provider.

Mobile elevating working platforms

Notwithstanding the requirement for the Service Provider to provide scaffolding, the Service Provider may undertake any Works where appropriate utilising mobile elevating working platforms subject to obtaining prior written approval of the CA.

With the exception of Works above two storeys, any additional cost incurred by the Service Provider arising from or connected with the use of mobile elevating platforms shall be deemed to have been included within the Service Provider's tender.

Scaffolding - Generally

The Service Provider

-Shall, unless carried out directly, be required to place their sub-contract for scaffolding only with a scaffolding firm approved by the Client
All scaffolding shall be erected with the requirement of the Safe Working Policy, and to comply with the recommendations of BS 5973:1981 "Code of Practice for access and working Scaffolding

25 SCAFFOLDING - CODE OF CONDUCT

25.1 PURPOSE

- To provide a code of conduct for Service Providers where the erection of scaffolding is necessary to facilitate repairs to the Property.

25.2 HEALTH & SAFETY

- Scaffolding must be constructed in accordance with the requirements of the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 etc., Working at Height Regulations 2005, and subsequent amendments or re-enactments.
- Suitable and safe means of access and egress must be provided to and from the workplaces and workplaces must be kept safe.
- Licenses will be required where any scaffold is built on or over the public highway. The Service Provider is to obtain permission to occupy the space over adjacent property. These provisions must be confirmed in writing prior to the commencement of erection of scaffold.
- The Service Provider is to consult the Local Authority Highways Department as to whether lights or other form of warning may be required. Any electrical supply must be of 110 volts only (or less).
- Temporary roofs are to be properly designed and secured and calculations and drawings provided (for checking) **prior to erection of scaffold**.
- The Service Provider will be required to submit an engineer's design of the scaffold to the CR, before the start of works and when erected, supply a certificate from a member of the Institute of Structural Engineers indicating the works are in good condition and comply in all respects with all relevant Codes of Practice. Any alteration to the scaffold should be additionally certified.
- Where scaffold requires protection from lightning strike in accordance with BS 7671 and BS 6651, **they shall be certified by a qualified electrical engineer**, at commencement with

regular testing and certificate at not less than monthly intervals. Copies are to be provided to the CA.

- Where hoists are erected in scaffold, extra ties will be required to prevent vibration of scaffolds.
- Moveable towers can be used, in accordance with the Construction (Working Places) Regulations.
- The Service Provider should at all times be mindful of the security risk while scaffold is erected.

25.3 TIME LIMITS

- **Scaffolding must be struck within one week of the Client having advised the Service Provider that the works have been satisfactorily carried out.**

25.4 CONTRACT

- It is the Service Provider's duty to ensure that the requirements of the Contract are adhered to, that health and safety requirements are upheld and that scaffolding is rendered unclimbable at the end of each day.
- Scaffolding is to be inspected by the Service Provider's 'competent person' at least every seven days and any faults found must be immediately corrected. A record of such inspections and the Service Provider's report should be submitted immediately to the CA.
- **SHOULD THE SERVICE PROVIDER NOT COMPLY WITH THIS CODE, IT WOULD BE A BREACH OF CONTRACT ENTITLING THE CLIENT TO DAMAGES OR THE DETERMINATION OF THE CONTRACT.**

25.5 PUBLIC RESPONSIBILITIES

- Police are to be notified in writing by the Service Provider, where, when and for how long, scaffold is to be in place. Copies of letter(s) are to be provided to the CA.

25.6 SPECIFICATION

- 6.1 All Scaffolds must be constructed in accordance with the Construction (Working Places) Regulations Si94: 1966 and to include any future amendments or re-enactments.
- 6.2 Where a working platform is required at heights of 2 metres and above, that platform must be carried by a properly constructed scaffold. Scaffold may be provided at lower levels. Only light short-term Work may be done from ladders.
- 6.3 Toe boards and guard rails must be fitted to working or access platforms and to stairs where people working on them can fall 2 metres or more. Materials must not be thrown, tipped or allowed to fall off scaffolds or working platforms.
- 6.4 Scaffolds must be erected by competent persons and if over 5m high, that person must be trained and certificated.
- 6.5 Partly dismantled (or completed) scaffolds must have notices displayed stating "DO NOT USE".
- 6.6 Scaffolds must be of approved materials and in good condition.
- 6.7 All materials to be inspected prior to use.
- 6.8 Scaffolds must be rigid and on a sound foundation.

- 6.9 Sole plates must carry a minimum of 2 standards and wherever possible be placed parallel to the face of the building.
- 6.10 Standards to be upright at all times.
- 6.11 Ledgers to be horizontal and fixed with load bearing couplers.
- 6.12 Gaps in working platforms are not to exceed 25mm wide, where necessary the inside boards to be secured to achieve this. No gap is to exceed 6 square inches anywhere. Where third parties are at risk, no gaps are acceptable - nothing must be allowed to fall through or off the platform.
- 6.13 Sufficient positive ties to the main walls of buildings must be fitted.
- 6.14 Scaffold must be erected so that windows are openable from the inside by the occupants, at all times.
- 6.15 Fans and/or working areas over entrances and exits must be fully double boarded with a continuous membrane between to stop ANY matter falling through.