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Appendix A Penalties and KPI’s

Appendix B Asbestos Policy and Procedures.

Appendix C Asset list and Compliance Fall Arrest

Appendix D Asset list and Compliance Lightning Protection

# Description of Term Programme and Contract Area

**Definitions**

In the Term Brief the following terms have the following meanings unless the context requires otherwise:

* “**Contractor”** means the Service Provider;
* “**Contract**” means the Partnering Contract;
* **“Works** and “**Services”** mean the Term Programme and/or Tasks.

## General

The Contractor is expected to provide a high-quality service at the Client’s properties and for the Residents in those properties. This includes satisfactorily completing Orders within the specified time periods, good customer liaison, efficient and accurate paperwork, prompt submission of accounts and immediately responding to any complaints received.

The Contractor will support the Client’s in-house teams in providing an efficient and effective fire protection, fire detection and emergency lighting service. This includes both internally and externally to residential properties and communal areas.

A single contractor will be appointed to carry out these works within the councils housing stock and to other assets as previously listed. The stock comprises of approximately ninety-five (95) blocks with Lightning Protection and a further twenty-five (25) sites with Fall Arrest and Ladder Systems.

The property list and a map are as included in Appendix 2a and 2b along with a layout of the Borough which identifies the buildings compliance with a Lightning Protection System or Fall Arrest.

The Client is looking for a single contractor to provide service to cover all buildings

that currently have lightning protection or fall arrest systems with associated

access ladders.

**Fluctuations**

Fluctuations in property numbers may occur due to Right to Buy, new development and acquisitions/disposals. The tendered percentages will remain unchanged unless the number of properties varies by more than 25%.

**Term**

The Term is set out in the Contract. The contract will run for a period of 6 years on a 2+2+2 basis. Any extensions are subject to satisfactory performance and future support requirements. The maximum period by which the Term may be extended at any one occasion is twenty-four (24) months. Should the Client choose to exercise its option to extend the Term then the Client will formally advise the Contractor of their intention following the annual performance review in year one or at a later date, following interim performance reviews as deemed appropriate by the Client.

**No guaranteed value of orders**

The estimated annual value of this advertised contract is £87,000. The estimated overall total aggregate value of this advertised contract is therefore £522,000 (£87000 per year x 6 years). There are no guaranteed volumes of work as this is based on demand. Note that this is the total value for the Testing and Maintenance of Lightning Protection and Fall Arrest Systems with associated access ladders, as it is based on demand. The figures are based on historic spend across the whole of the Borough and any variance in future years will not entitle the Contractor to claim any additional payment or adjust its tendered rates and prices.

The Client has a policy of selling dwellings to Residents exercising their Right to Buy/Right to Acquire and therefore the number of dwellings may reduce throughout the Term. The Contractor will be informed in writing of all sales or purchases that are relevant to the Term Programme and will be instructed as to whether or not to proceed with any relevant outstanding Orders.

The scope of the work comprised in any Order or in the whole of this Contract cannot be pre-determined and no undertaking is given regarding continuity or overall value or quantity of the work and the Contractor is to allow for all intermittent or abnormal workloads in his tender. Any Order under this Contract may be multi-trade.

# Roles, Expertise and Responsibilities of the Client, Contractor, Consultants and Specialists

## Client – as identified in the Contract

The Client retains ownership of all properties to be serviced under this Contract.

## **Client Representative** – the Client

The Client will be responsible for the administration of this Contract. This will include the placing of all Orders, measurement, and agreement of values of all works and all other responsibilities of the Client Representative as detailed in the Contract terms.

## **Contractor** – To be agreed

The Contractor is to fulfil all obligations required under the Contract terms. The Contractor must provide a team based Royal Borough of Kensington and Chelsea area with a dedicated supervisor and appropriate mix and numbers of operatives to fulfil the obligations of the Contract.

## **CDM Co-ordinator** (where applicable under the CDM Regulations) – the Client.

# SCOPE OF WORKS

## General

The contract comprises of the execution of planned servicing, testing and maintenance, inclusive of all repairs including vandalism, misuse or any repair. (up to a limit of £500 for materials and labour per work order) to Fall Arrest and Lightning Protection Systems in residential blocks, community centres and reception centres at various locations as directed by the client throughout the borough. This is to include;

* Lightning Protection.
* Fall arrest.
* Associated Access Ladders.
* The contractor will be expected to maintain any equipment or services related to lightning or surge protection, fall arrest systems of any kind. The contractor will be seen as the sole supplier for this work stream.

## FALL ARREST SYSTEM - Planned Maintenance

The Service Provider shall include for annual inspection and load testing of fall restraint/fall arrest cable systems, ladders, and any other permanent working from height infrastructure. The annual Planned Maintenance shall be completed in accordance with CEN TS 16415 : 2013 and EN 795 : 2012.

The Service Provider shall include for full inspection and testing certification and additionally, following completion of the Planned Maintenance, weatherproof labelling shall be incorporated to identify: -

• Date and details of inspection and testing completed, together with Service Providers name or that of the specialist involved.

• In the event of the inspection or testing identifying that the system is not safe for use then suitable weatherproof labelling shall be incorporated to advise users.

If the system is not safe to use, the Service Provider shall inform the Clients Representative and the site-based representative (Estate Assistant).

The testing and inspection shall include the fall arrest cable systems together with constant force posts.

All testing, inspection certification shall be satisfactory to fulfil the requirements of the Provision Use of Work Equipment Regulations (PUWER) 1998. The Service Provider shall also provide a separate cost for a LOLER (Lifting Operations and Lifting Equipment Regulations) thorough examination and report. If this is required, then this shall be subject to a specific Order from the Client’s Representative.

**3.3 FALL ARREST SYSTEM - Repairs**

The Service Provider shall be responsible for undertaking repairs, although the requirement is likely to be minimal.

Notwithstanding this, Service Provider shall provide a repair service as part of the Contract and this may include the following types of repair:-

* Completion of repairs to all ladders, restraint/fall arrest cable systems when undertaking the annual Planned Maintenance Visit.
* Instructed repairs for fall restraint/fall arrest cable systems and associated ladders.

**3.4** **LIGHTNING PROTECTION - Planned Maintenance**

The Service Provider shall be responsible for carrying out Planned Maintenance to lightning protection systems.

Testing shall be carried out on an annual basis and the testing regime and certification shall be in accordance with BS 6651: 1999 or BS EN 62305 depending on the date the system was installed.

Following completion of the testing and inspection, certification shall be provided in digital format and should be agreed with RBKC prior to mobilisation.

**3.5 LIGHTNING PROTECTION - Repairs**

The repair requirements relating to lightning protection equipment are likely to be minimal as backlog requirements were completed during 2021/2022.

Notwithstanding this, the Service Provider shall provide a repair service as part of the Contract and this may include the following types of repair:-

* Reactive Repair Service relating to defective or damaged lightning protection systems.
* Completion of repairs to lightning protection systems when undertaking the annual Planned Maintenance visit.
* Instructed repairs for lightning protection systems.
* Carry out risk assessments on lighting protection systems ad hoc.

# Communication Requirements

## Requirements

The Client Representative will issue instructions daily to the Contractor giving details of the nature and the extent of the works to be carried out at the property specified therein. Except as hereinafter provided, the Order shall be in electronic format. In an emergency situation where the IT systems fail the client may send orders via email or verbally deliver the order and the contractor must accept the order and provide a system to cope with an IT outage.

Where any emergency repairs to a dwelling are required the Order may be given verbally or by radio contact, computer link, telephone, facsimile transmission (fax) email or any other similar form of telecommunications but in any such case the Client Representative will issue confirmation of such Order as soon as practicable thereafter.

In the case of emergency repairs the Contractor must commence work on site immediately the Order has been issued. For the avoidance of doubt where the Order is given verbally or by radio contact, computer link, telephone, facsimile transmission (fax) email or other similar form of telecommunications, the Order shall be deemed to have been issued at the time of the initial contact.

The Contractor shall establish and maintain for the duration of the Contract a reliable communication system between the Client Representative and the Contractor. To supplement this, the Contractor must install a radio or mobile telephone in each of his vehicles so that two-way contact can be maintained at all times throughout the day between the operatives, the operational base and the local office. In particular, the Contractor shall provide one or more local contact points for the receipt at any time of an Order for emergency repairs. It must be possible for the Client Representative to contact a nominated representative of the Contractor at any time whether during normal working hours or otherwise.

Outside normal working hours, during weekends and during holidays, the Contractor shall provide a dedicated contact point designated for the sole use of this Contract for receipt of emergency Orders by telephone or radio. The Contractor shall then arrange for the works to be carried out under the criteria laid down under emergency repairs. A confirmation Order will be raised as soon as practicable. It must also be possible for the Client Representative to contact a nominated representative of the Contractor at any time during outside normal working hours.

The Contractor shall provide a dedicated email address and fax machine for the sole use of the Contract.

The Contractor shall provide at least one dedicated land line number for receipt of emergency Orders. The telephone must be manned at all times and must not be an answering machine.

The Contractor employee accepting calls as part of the Contract must be a competent person capable of deciding upon and implementing the correct course of action to deal with the request in accordance with the Contract. In addition, the names, addresses and telephone/mobile telephone numbers of three suitable competent persons who may be contacted outside of normal working hours shall be provided.

The Contractor is to provide a telephone service to the office accommodation for the full period of the Contract and for paying all rental and charges in connection therewith.

**4.2 Planned Visits**

A servicing programme shall be agreed between the Client and the Contractor during the mobilisation period post contract award.

It shall be the responsibility of the Contractor to arrange access with the Residents, Building Manager, Client’s representative, or Area housing Office, as applicable.

## Resident Liaison

The Contractor shall provide a resident liaison service that is flexible, pro-active and has empathy with Residents’ needs, with a named individual who shall:

* Provide information and support to residents during the work and communicate the Contractor(s)’s operational activities and requirements effectively.
* Monitor appointments and access to individual properties.
* Where appropriate, consult with Residents and resident groups and arrange meetings to receive resident feedback and discuss any agenda items.
* Administer Residents’ complaints procedure.
* Liaise and work in conjunction with the “Resident Representative(s)”, their advisors and RBKC.
* Liaise with site management, identify Residents with special needs and implement tailored communication processes.

# ORDERING PROCEDURE & TIMESCALES FOR COMPLETION

## Ordering of Works

The Works to be carried out will be set out on an Order generated through the Client’s computer system and issued by the Client prior to the commencement of works to be carried out. All Orders will be transmitted to the Contractor electronically (or in some cases given by telephone in the case of emergencies).

## Timescales for completion

Upon the issue of an Order, the Contractor shall (unless it notifies the Client of an objection in accordance with the terms and conditions of the Contract) commence and complete the Tasks in accordance with this Contract. The Contractor will be required to provide sufficient resources to carry out and complete all Tasks within their respective Task Dates and Task Times. The Client Representative will indicate (by means of a priority designation on each Order) the timescale within which each Task or Order must be completed. The timescales will be fixed in accordance with the following table:

|  |  |
| --- | --- |
| **Priority:** | **Timescale for completion of Order:** |
| “Emergency” | Attend within two (2) hours. Fix/repair within 24 hours from time of order |
| “Urgent” | Attendance within 4 hours and completion Fix/repair within 24 hours from time of order |
| Within 48 hours | Urgent – Completion within 48 hours |
| Routine 7 Days | Completion within 7 working days These time scales are subject to change in accordance with service demands. |

The response time operates from the issue of the Order by the Client whether verbal or written, whichever is the earlier. Orders may be issued at any time of the day or night.

In the case of Orders designated ‘emergency’, the Order may be given by telephone by the Client Representative or his duly authorised representative(s), and the Contractor shall, wherever possible, during the first attendance complete all Tasks contained in the Order or make the property safe as appropriate. See the further provisions related to emergency call-outs below (clause 5.7).

If after attending the site, the Contractor identifies that further works are required the Client shall be notified as soon as possible.

When Orders have been given by telephone, the Contractor shall, prior to 9:30am on the next working day, apply for and obtain confirmation of such Orders in writing from the Client Representative.

It will be the responsibility of the Contractor to arrange an appointment with the resident to carry out the works and all return visits and follow up trade visits to carry out work within the applicable timescale.

The Contractor will be required to provide sufficient resources to meet all appointments.

## Performance Expectations

The client expects the contractor to perform within all set KPI’s as laid out in the Term Partnering Contract. Failure to meet contractual KPI’s may result in the contractor being placed on a Performance Improvement Plan. In addition, the following may instantly trigger the client placing the contractor on a Performance Improvement Plan:

* If more than 10% of the total amount of orders are past target completion dates/times;
* If any individual routine order is more than five working days past the target completion date;
* If more than 10% of any failed post inspections are due to quality;
* If more than two out of hours call out orders are attended late
* If more than one out of hours call out orders are missed
* Compliance/certification data must be kept at 100%. Any deviations from 100% compliant will be deemed as an automatic Performance Improvement Plan.

The client will work with the contractor to assist with improving performance, including mutually agreed target dates for improvement. If the contractor fails to improve performance after completion of the Performance Improvement Plan, the client reserves the right to terminate the contract as set out in contract.

Additional penalties and KPI’s are detailed in Appendix 3.

## Variations to the Tasks

The Contractor shall be entitled to vary the Tasks contained in an Order without the Client’s prior approval provided that the aggregate value of variations that may be made to any one Order without the Client’s prior approval shall not exceed the Variation Limit stated below, and further provided that the variation is necessary for the proper execution of the Order. The Contractor must promptly inform the Client Representative of any such variation and, if requested, provide any and all details that the Client Representative may require regarding the variation.

The “**Variation Limit**” shall be £500.00 (excluding VAT). This figure may be amended as and when required by the client.

The Client Representative’s prior approval (which shall only be valid if given electronically or in writing) is required before any Order may be varied in excess of the Variation Limit. The Contractor must contact the Client Representative immediately if a proposed variation would exceed the Variation Limit.

After being notified of the proposed variation, one of the following will occur:

i) If the operative is able to undertake the work within the original visit, the Client Representative will, where the scope of works is acceptable, issue a ”variation order” and the Order will be varied accordingly so the Contractor will be paid for the original Order and the variation order;

ii) If the operative is unable to undertake the work within the original visit, the Order will be cancelled. The Client Representative will subsequently issue a new Order;

iii) If the Client Representative is unable to issue a variation order without carrying out an inspection, the Order will be cancelled. Once the scope of works has been assessed, the Client Representative will issue a new Order.

The Client may at its sole discretion adjust the Variation Limit to any extent it considers appropriate by notifying the Contractor of its wish to do so. Without limiting the generality of the foregoing, the Client shall be free to reduce the Variation Limit to such an extent that the Contractor is prevented from making any variations to any Order without the Client’s prior agreement.

All variations, whether above or below the Variation Limit in value, shall be subject to a post-inspection.

## Cancellation of Orders

The Client reserves the right to withdraw any Order or variation order if required. No charge shall be made by the Contractor if an Order or variation order is withdrawn before work is commenced.

The Contractor is expected to notify the Client immediately upon receipt of any “emergency” or “urgent” orders, if they are unable to accept the order. This must be done via telephone and followed up electronically with reasons as to why the order cannot be undertaken. The Contractor must notify the client within one (1) working day of receipt of any “routine” orders, if they are unable to accept the order. This must be done electronically with reasons as to why the order cannot be accepted.

## General provisions regarding the ordering procedure

The Contractor is expected to co-operate with resident’s reasonable requests in the execution of the Works (excluding requests for additional works). No instructions are to be taken from the resident regarding the extent of Works to be undertaken.

If dimensions are stated on the Order whether in metric or imperial units these are to be regarded as approximate only and are inserted for the guidance of the Contractor and he is to satisfy himself as to their accuracy. No claim arising through insufficiency of the dimensions will be entertained. The contractor must assume responsibility for all survey work and taking of measurements. Any information provided by the client will be seen as a guide only.

Provision shall be made for the execution of all incidental matters which may reasonably be inferred from the description of the Works contained in any Order or specification so as to ensure that the Works are left perfect and complete, although the same might not be expressly mentioned therein.

If the Contractor must leave a property without having completed all works necessary, the Contractor shall arrange a new appointment either by telephone contact with the schedule planner or via remote computer access and agree this with the resident before leaving the property.

## Emergency Call-Outs

**Emergencies during normal hours:**

Where an Order designated “emergency” priority is issued during normal operating hours (i.e. outside the “out of hours” period described below) the Contractor shall attend the relevant property and complete/make safe Works during the first attendance.

**Emergencies outside normal hours:**

The Contractor must provide contact details and allow the Client Representative to place Orders and give instructions regarding emergencies outside normal operating hours.

Out of hours’ emergency contact details are required for these periods:

* From 6.00pm to 8.00am Monday to Thursday;
* From 6.00pm Friday to 8.00am Monday; and
* On all Public Holidays (EXCLUDING SATURDAYS 8.00am-1.00pm, as this is included within the standard working hours).

**General provisions regarding emergency callouts**

The emergency service is intended to deal with emergencies, to prevent danger to the health and safety of Residents and the public or damage to buildings and other structures.

An emergency order will usually relate to a situation where multiple properties or a whole communal building are affected by an issue.

The Contractor must ensure that at all times it is possible for the Client Representative to make immediate telephone contact with the Contractor and give instructions in relation to emergencies.

The Contractor must attend on-site within two hours of the resident contacting the call centre.

Work is to be carried out on site to resolve the emergency during the first attendance on site whenever possible. If the necessary Works cannot be completed due to lack of specialist parts or the need for additional operatives, the problem or hazard giving rise to the emergency must be made safe and the Contractor must return and complete the repair promptly and in any event within the applicable timescale for completion. The Contractor must inform the Resident of this whilst at the property.

All Works carried out under emergency conditions will be valued in accordance with the Price Framework.

The Contractor’s vehicle(s) attending emergency call-outs must always be stocked with commonly-used components pertinent to their works. The Contractor’s operatives attending emergency call-outs should also have available a basic range of plant, materials and equipment consistent with the nature of their works. The Contractor is responsible for the installation and recovery of all such facilities.   
A van stock level must be agreed between client and contractor and detailed in a document.

Details of all Works carried out in relation to emergencies must be reported to the Client Representative on the next working day. If an Order has not already been issued in respect of the Works, the Client may issue an Order to retrospectively include the Works carried out.

The Client shall only be responsible for out of hour’s emergency service calls that are placed by the Client. The Client will not be responsible for calls made by, or instructions given by, any Residents.

If the Contractor attends an emergency call-out and finds that there is no genuine emergency, he will carry out the necessary Works and make a clear note of the same and any other relevant information. He will then report this information to the Client Representative the next working day and the Client Representative will consider what, if any, action to take in respect of the relevant Resident. The Contractor will be paid for the call-out in accordance with the Contract.

If there is an emergency at any time and the Contractor cannot or will not attend or if the telephone is not answered, other arrangements may be made to deal with the emergency (which may include appointing an alternative supplier to carry out any necessary works and/or services) and any additional cost to the Client will be recoverable from the Contractor.

If an emergency arises because of the Contractor’s negligence, then (without prejudice to the Client’s other rights and remedies) all costs related to the emergency shall be borne by the Contractor.

The Contractor shall prepare an Emergency Plan to cover large-scale incidents and major emergencies affecting significant numbers of residents. This shall identify named personnel who shall be contactable by the Client outside standard working hours. This shall include procedures for liaison with the Client’s Emergency Planning Officer and Local Authority Liaison Officer.

In the case of an official request for emergency repairs issued outside normal working hours, priority ‘Emergency’, the Contractor may either:

• carry out all necessary works forthwith to complete the repair upon the first attendance at the property, or

• carry out such works of repair as are necessary to make the property safe and to ensure the condition and structure of the property are adequately protected for the period due to elapse before a full repair is effected. The Contractor will then return to the property within 24 hours to complete the outstanding works of repair, upon the request of the Client.

## Order Status

The Contractor **must** deliver to the Client via a **real-time** computer interface details of all Orders **as their status changes**. Within one (1) working day of physically completing each Order, the Contractor shall record the completion on the electronic records system operated by the parties.

This information is of great importance to the Client in ensuring service delivery and failure to provide may lead to the Client exercising its right to terminate the Contract.

The Contractor is to issue an Order sign-off record on completion of each Order and hand this to the resident. The Contractor is to agree the exact wording of this with the Client Representative and is deemed to have allowed for the cost of printing and administration of this process in his tendered rates.

## Information Technology Integration Requirements

The Client uses a repairs IT Application as part of the repairs ordering and job management process.

To receive Orders the Contractors are required to use the IT Application as specified by the Client. The Contractors are required to have a PC terminal loaded with the appropriate internet browser and internet access. The Client expects this terminal to be always accessible to the Contractor and be monitored by the Contractor during office hours. The Client will use the IT Application to send job orders and job details to the Contractor. (Outside of office hours, should an order be placed by the Client, the Contractor will receive this by telephone call from the Client’s scheduler). The Client requires real-time updates regarding Orders outside office hours, as their status changes.

The Contractor will allocate the job to their operatives and manually update their progress on the IT Application regularly at a frequency to be specified by the client, but at least twice daily. The Client also requires the Contractor to request and process variations for jobs via the IT Application.

The Contractor shall be responsible for any implementation and running costs for its operation of the Client’s IT Application including when it is upgraded. Upgrades are currently done quarterly but this may change.

Licences to use the mobile version of the IT Application on handheld PDAs (personal digital assistant) can also be issued by the Client to the Contractor.

The IT Application also operates as the Contractor invoicing system. Once a works order has been closed the Contractor will be asked to finalise costs and charges. This will submit a charge advice to the Client for either approval or post inspection. Reconciliation is also conducted using the current IT Application with agreed amendments and changes made to the job via the IT Application. Once the job is approved for payment the job will be submitted as an invoice which is paid through our paperless direct billing system (referred to as Self-Billing by the Client).

Self-Billing is a formal payment defined by HM Revenues and Customs (HMRC) whereby the client accepts responsibility for producing the tax invoice (full explanation of this process can be found on the HMRC website under self-billing). Self-Billing is the payment method to be used to process payments related to this Contract. Both the Client and Contractor will need to enter into a formal self-billing agreement as required by HMRC.

Interfacing between the Client’s IT Application and the Contractor’s is possible. The Contractor shall be liable for all costs to create and maintain such an interface both in the Client’s IT Application and the Contractors IT system including when the Client’s IT Application is upgraded. If the client changes the Information Technology systems used for repairs, particularly scheduling software, the contractor is required to also change over to the same software to receive orders, the cost of making any changes to the interface will be borne by the Contractor.

The Client can arrange training for the Contractor’s staff in the use and operation of the IT Application for a fee payable by the Contractor.

# Appointments

## Appointment procedure

Orders will be issued by the Client to the Contractor. When an Order is placed, the Client will offer the relevant Resident an appointment for the Tasks contained in the Order and endeavour to book an appointment. The Contractor will then Application the Tasks and ensure that they are completed by the Task Date.

The Contractor will be responsible for booking appointments with Residents (and others) in every case where the Council has not booked an appointment or an appointment booked by the Council has to be changed. All appointments booked or changed by the Contractor must be promptly recorded on the client’s IT application and be accessible by the Client.

Where the Client considers it necessary or appropriate, it may reschedule appointments. In cases where an appointment is rescheduled by the Client, the Contractor will not be entitled to claim or recover any associated abortive costs or the like.

## Appointment time slots

Appointments will be offered to Residents within the following time slots:

Monday to Friday am - 8am to 12 noon

Monday to Friday pm 12 noon to 3pm

3pm to 6pm

Monday to Friday evening 6pm to 8pm

Saturday - 8am to 12 noon

The Contractor must be prepared to perform up to 10% of all appointments on evenings or Saturdays. The Contractor shall not be entitled to any additional payment for doing so. The Contractor may elect to offer additional appointments on evenings or Saturdays but will not be entitled to claim any additional payment or recompense for doing so. Appointment slots may be subject to change.

## Recording and Operation of the System

As set out above, appointments will initially be arranged by the Client using the Contractors or Client’s IT application. Subsequent details relevant to each Order will be recorded on the IT application by the Contractor using a remote connection. It is also anticipated that the Contractor will take calls direct from the Client and agree appointments by telephone.

Where a Resident declines to make an appointment, this will be recorded by either the Client or the Contractor as appropriate using the IT application and used as evidence when applying the RBKC access process.

## Introduction of the System

The Contractor’s appointment booking system must be fully functional (and integrated with the Client’s computer systems) on or prior to the commencement of the Term.

Prior to the commencement of the Term, the Contractor will be required to supply information about its anticipated capacity for different types of work upon the commencement of the Term (and thereafter) during each of the time slots listed above. This information will be used by the Client to schedule appointments immediately upon the commencement of the Term.

During the Term, it is anticipated that all fault diagnostics, work scheduling and appointments will be facilitated by the Contractors or Client’s IT application, to provide live-time information. This may be subject to change.

# Client’s Requirements as to Record Keeping of Activities undertaken and Arrangements for Inspection of Records of Activities

## Wages Books

The Contractor will keep proper wages books and time sheets showing the wages paid to and time worked by the operatives in his employment or in connection with the execution of the Contract and such wages books and time sheets will be produced whenever required for verification. Records of wages books are to be kept for a minimum of two years.

## Labour Returns

The Contractor is to provide the Client Representative with a quarterly updated list of their direct employees engaged in the Term Programme together with their respective payroll numbers.

The Contractor shall provide the Client Representative with a quarterly distribution return showing the number and description of operatives employed on the Works including those employed by Specialists.

Labour return records are to be kept for a minimum of two years.

## General

The Client Representative requires the following statistics for performance monitoring on a weekly and monthly basis or as requested by the client:

1. Actual service visits completed against and agreed planned programme.
2. Order Numbers of all works finished within the previous two working days, including all certification, date finished and target response date, on a daily basis.
3. Details of Orders which will not be finished **before** the target response date including reasons why and a firm date when the work is to be completed on a daily basis.
4. Details of “No Access Cards” left on the previous day on a daily basis.
5. Details of access refused by the Resident for the work to be carried out on a daily basis. Must be kept as evidence that could be used to gain force entry.
6. Details of changes in Specialists, be they new ones or no longer using a Specialist, as and when the change occurs.
7. Details of variations to an Order within 2 working days.
8. Details or information as may be required for legal reasons (e.g., Right to Repair, Citizens’ Charter) or by the Client for Audit or other strategic reasons.
9. Details of complaints on a monthly basis.
10. Details of the Contractors own Post-Inspections for the previous week to be reported weekly.
11. Details of the Contractors own missed appointments, for the previous working day, to be sent on a daily basis.

Records of the above are to be kept for a minimum of two years.

Additionally, the Contractor is to provide open and unobstructed access to cost data including profit and overheads information.

# Health and Safety and Site Welfare

## Construction (Design and Management) Regulations 2015

The project consists of a range of work which is construction work as defined in the Construction (Design and Management) Regulations 2015 and is therefore subject to Parts 1, 2, 4 and 5 of the regulations, whether notifiable or not. Some Orders may also involve work that would be notifiable under part 3 of the regulations.

The Contractor shall be appointed as Principal Contractor and shall perform all of the duties required of a Principal Contractor by the CDM Regulations.

The Client and Contractor shall develop the management processes outlined in the HSE Code of Conduct (Appendix B) and the Contractor shall, where applicable, prepare a Construction Phase Plan for the planning and management of the work. On notifiable projects, no work shall commence until a suitable Construction Phase Plan has been prepared, has been reviewed by the CDM Coordinator and has been agreed by the Client.

The Client shall provide information on significant hazards to the Contractor in accordance with the CDM Regulations and as described in Appendix B – of this document (in particular pre-inspection, information on asbestos, vulnerable residents and potentially aggressive residents).

The Contractor shall carry out and complete the pre-construction planning for each Order before starting work that Order. Where necessary this shall include preparation of the Construction Phase Plans and consulting the Client and CDM Coordinator.

The Contractor shall compile the Health and Safety File and shall update it on an Order-by-Order basis as work is completed. The CDM Coordinator shall review the File and the Contractor shall amend the file if required by the CDM Coordinator. The File shall contain the information required by the CDM Regulations and described in the Pre-Construction Information.

As part of the management process to monitor, review, audit and update the Construction Phase Plan the Contractor shall undertake regular health and safety audits of the work, at intervals not exceeding one month. Copies of audit reports shall be given promptly to the Client and the CDM Coordinator, together with copies of records of any action taken to correct any shortcomings identified by the audits.

On occasions, the Contractor may be required to attend out of hours emergencies where demolition works are necessary. In such circumstances, the Contractor will be required to carry out such emergency works as may be necessary, to ensure public safety and the protection of property without causing risk to the Health and Safety of operatives, to make safe the structure and surrounding areas and to immediately contact the Client for further instructions.

The Contractor is to employ a qualified Health and Safety Advisor to complete documented risk assessments and an annual audit of procedures and policies including a site-specific assessment for a random selection of jobs and to provide the Client with a copy.

## Fire Precautions

The Contractor shall take all reasonable precautions to avoid the outbreak of fire on the site of the works and in adjacent buildings.

All inflammable rubbish shall be disposed of quickly and not allowed to accumulate on site.

All necessary safety precautions shall be taken when using petrol, diesel, calor gas, etc. in the course of the works.

Propane, butane or similar gas cylinders shall be stored in a properly constructed fireproof shed, sited not less than eight metres from the nearest building. The store shall be kept locked and signposted “**Danger – No Smoking or Naked Lights”.**  Acetylene storage and use is not permitted.

Highly Flammable Liquids (HFL’s) and Liquefied Petroleum Gas (LPG) should be stored externally in a locked cage, located a suitable distance from any buildings. Storage and use of HFL’s / LPG must be factored into the site fire risk assessment and sub-contractors risk assessments/method statements.

The Contractor shall provide a suitable type of foam extinguisher close at hand whenever cylinder gas is being used.

Where it is necessary to use any naked flame or welding equipment in execution of the work and where combustible materials are in use, adequate protection shall be given to the other adjacent materials and personnel. Suitable fire extinguishers shall be provided and readily available at the position where such work is proceeding.

The Contractor shall maintain the designated escape routes and always exit doors within any building clear of any materials and plant. The Contractor shall consult the person in charge of the premises in respect of precautions which should be taken for the safety of other occupants prior to commencement and whilst work is in progress.

The Contractor will be required to access, record, update, and produce as necessary Fire Risk Assessments (FRA) as required. The Client will provide access to the existing FRA’s.

## Plant, Tools and Vehicles

The Contractor shall allow for providing all necessary hoists, cranes, ladders, tackle, tarpaulins, tools, plant (mechanical and otherwise) and vehicles and allow for all labour and materials in installing, operating, moving, adapting and maintaining same as necessary.

All hoists, cranes, other lifting machines, chains, ropes and lifting tackle must comply with the Lifting Operations and Lifting Equipment Regulations 1998, including the testing and thorough examination by a competent person. Records of such tests and examinations, containing the particulars required by the Lifting Plant and Equipment (Records of Test and Examination, etc.) Regulations 1992 must be kept and made available for inspection.

## Safety, Health and Welfare of Workpeople

All work must be carried out strictly in accordance with current legislation.

All staff, personnel and Specialists are required to be appropriately certified under the CITB Construction Skills Certification Scheme (CSCS)

The Contractor shall provide such welfare and safety measures and amenities required by the nature and situation of the Works up to a suitable standard based on legislation, etc., for directly employed operatives, Specialists, Residents and any other third parties.

In addition, the Contractor shall ascertain and comply with the requirements of all local and statutory authorities in respect of safety precautions to be taken during construction having regard to the nature of the Works.

The Contractor shall produce, at the Client Representative’s request, a copy of the Statement of Safety Policy issued by the Contractor to the Contractor’s Supervisors and employees in respect of construction and maintenance works and undertake to supply copies of all subsequent amendments or additions to the Client Representative.

In addition to the Client’s Safety Policy, the Contractor shall comply with:

1. The Contractor shall permit the Client’s Safety Officer, or other duly authorised representative of the Client, to enter upon the site of operation of the Works at any time and have free and unfettered access to each and every part of the area covered by the Works or affected thereby.
2. The Contractor shall always observe and apply the provisions of the Contractor’s Safety Policy and Safe Working System during the execution of the Works including, where there is a Specialist, ensuring compliance by such Specialist.
3. During the inspections carried out by the Client’s Safety Officer or authorised representative, the Contractor will be informed initially orally and subsequently in writing of any method of operation or other matter which, in the Safety Officer’s opinion falls below the requirements of the Safe System of Work and/or statutory requirements and that the matter will be reported to the Health and Safety Inspectorate should remedial action not be taken.
4. In the event of the Client’s Safety Officer, or other duly authorised representative, expressing general dissatisfaction with the Contractor performance on health and safety matters, the Contractor will be informed of such dissatisfaction in writing and of the fact that a report may be forwarded to the Health and Safety Inspectorate.
5. The Contractor shall inform the Client Representative on becoming aware of any intended prosecution, Improvement or Prohibition Notices served by the Enforcing Authority, including those in relation to Specialists, concerning health and safety. The Client Representative may request further information and documents as he may require.
6. The Contractor shall submit to the Client Representative details of all accidents that occur. In the event of a serious accident, this should be notified immediately.
7. The Contractor is advised that the Client reserves the right to act regarding unsafe working practices, and where there is serious or imminent danger.

In the case of unsafe working practice, and where there is not an immediate risk to persons, the Contractor’s Supervisor or suitably qualified and authorised Person in Charge should be called to site in order to rectify the problem.

In the case where persons are put at risk, and the unsafe condition, if continued would result in serious or imminent danger, i.e., personal injury, or injury to other persons, the Client will have power to stop the work immediately and request the Contractor’s Person in Charge to attend site.

## Head Protection

The Contractor should apply the principles of the Personal Protective Equipment Regulations 1992 to the Contract regarding his employees and any Specialists. Typically, the type or work where head protection **must** be worn is:

* All demolition sites;
* Housing modernisation and maintenance, including painting, where there is a possibility of falling objects or collision with overhead obstructions;
* Confined spaces including sewers and pump houses;
* During visits to derelict or unsafe condemned properties;
* During visits to factories or warehouses where safety helmets are a condition of entry or where articles and goods are stacked above head height;
* Climbing or footing ladders;
* Working in roof spaces where height is limited;
* Working or passing beneath personnel working overhead;
* During movement of insecure loads which are above head height;
* During maintenance work of all kinds where height is limited;
* Working adjacent to scaffolding, ladders, or any structure from which objects may fall.

The Contractor is responsible for ensuring all operatives on site comply with the requirements to wear Head Protection.

## Personal Protective Equipment

The Contractor should apply the principles of the Personal Protective Equipment Regulations 2002 to the Contract regarding his employees and any specialist labour.

The Contractor is responsible for ensuring all operatives on site comply with the requirements to wear personal protective equipment.

The Contractor will allow for providing each operative working on site, including those of Specialists, during the Term overalls, sweatshirts, jackets or work suits to be identical in colour, with the company’s and the Client’s logo on the back and also on the breast pocket (design to be approved by the Client Representative prior to start of the Contract).

## Noise and Pollution Control on Building Sites

The Contractor shall provide silencers for compressors and mufflers for drills and shall endeavour to locate noisy static plant as far as practicable from people living and working nearby. The Contractor must comply with the Control of Pollution Act 1989 and BS 5228, and the Control of Noise at Work Regulations 2005, controlling noise on construction and demolition sites.

The use of Radios / music players by the Contractor’s operatives including Specialists will not be permitted on any site within this Contract.

The Contractor must take all reasonable precautions to prevent the contamination of any water course with any matter used in connection with or resulting from the construction of any works within this Contract. The Environment Agency should be consulted for advice at an early stage in any case of doubt.

## Safeguarding the Works, Materials and Plant

The Contractor is to allow for taking all precautions necessary to safeguard the dwellings, their contents, materials and plant against inclement weather, vandalism and theft during the building operations and making good any damage.

The Contractor shall not permit any worker to enter any part of the existing buildings except as necessary for the performance of their duties.

The Contractor shall be deemed to have ascertained the position of all ducts, pipes, cables, fibre optics etc. and shall be responsible for any damage to same arising out of the operations under the Contract.

## Water for the Works

The Contractor shall provide water for the whole of the Works including that required by Specialists together with all necessary temporary connections, plumbing, storage, tools, fittings etc., give notice to the local water supply authority, pay all charges and clear away on completion and make good.

In the event of the Contractor taking a supply of water from a Resident, the Contractor is to arrange with the resident for permission to use this supply and pay any charges for consumption of water direct to the Resident.

In the event of the Contractor taking a supply of water from public or communal areas, the Contractor is to arrange with the Caretaker or Warden for permission to use this supply and make good on completion.

## Lighting and Power for the Works

The Contractor shall provide all necessary and adequate temporary lighting and power including all necessary leads, lamps and fittings, etc., and pay all charges for electric current or other fuel consumed and clear away and make good on completion.

All temporary electrical work shall comply with the 18th Edition of the Wiring Regulations (BS 7671:2018) issued by the Institution of Electrical Engineers, the relevant Codes of Practice and the requirements of the appropriate Electricity Board.

The Contractor shall make his own arrangements with the Resident or the appropriate supply authority and pay the cost of all energy and any other fuels consumed and allow for providing and fixing all necessary temporary plugs, switches, fuse boards, distribution boards, cables, flex and transformers and afterwards remove and make good all disturbance. If the Resident refuses, a generator will be used at no cost to the Client.

In the event of the Contractor taking a supply of electricity from a Resident, the Service Provider is 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 the Contractor taking a supply of electricity from public or communal areas, the Contractor(s) is to arrange with the Caretaker or Warden for permission to use this supply and make good on complete.

## Police Regulations

The Contractor shall include for complying with any Police Regulations or instructions and the Road Traffic Acts in relation to keeping the roads and footpaths clean from mud and clear of all obstructions caused by materials and plant being moved to and from site.

## Temporary Working Platforms (Short Duration)

These are to be provided by the Contractor to enable work to be carried out safely. The measured items and rates shall include for:

* temporary staging to provide a working platform up to a height of 2 storeys.
* ladders and crawling boards.
* stepladders, hop-ups and ‘H’ frames.

## Scaffolding

Scaffolding can be provided by the Client if required, given the reasons and prior notification.

The Contractor must obtain the Client’s prior approval (which shall only be valid if given electronically or in writing) before providing scaffolding/hoarding or similar items for buildings or properties above two storeys in height.

The Contractor will be required to do a full risk assessment and provide method statements prior to erecting scaffolding which are to be approved by the Client Representative and, where applicable, the CDM Co-ordinator. Scaffold rates are deemed to include for netting, brick guards, etc., as necessary.

The Contractor shall be responsible for the placing and rigging of the equipment, which shall be carried out to avoid any damage occurring to the building, and subject to the approval of the Client Representative.

Any permanent anchorages (e.g. ‘D’ shackles) provided on buildings have not been tested and are not to be used unless tested at the Contractor’s own cost.

The internal lifts may not be used for the conveyance of equipment and materials without the specific prior approval of the Client. If approval is obtained, any damage caused by the Contractor should be made good at the Contractor’s expense. On no account are any components to be thrown or dropped from buildings.

The Contractor’s attention is drawn to statutory restrictions (Highways Act 1980, sections 131, 171, 172 and 178) relating to erection of a hoarding or scaffolding on a pavement or highway.

Where the operations require that the Contractor or Specialist provides a hoist for the movement of materials, such operations shall comply with the requirements of the Construction Regulations 1961. Attention is drawn to the Health and Safety Executive Guidance Note PM27 Construction Hoists.

The Contractor may only be reimbursed for providing, erecting, dismantling, and clearing away any scaffold in connection with the Works where prior permission has been granted in writing by the Client Representative in respect of such scaffold and then only in the cases set out below. Any other costs whatsoever shall be borne solely by the Contractor and are deemed to be included in his tender percentage addition/deduction.

1. For inspection purpose when specifically ordered by the Client Representative.

b) When in the opinion of the Client Representative it is not possible for the Contractor to undertake works above the eaves level of a two-storey building including associated gables, chimneys and roofs by any means other than from the fully boarded working platform of an independent scaffold.

The Contractor shall allow the free use of any standing scaffolding to all authorised employees of the Client and employees of any other Contractor(s) employed by the Client for the purpose of carrying out inspections and associated works.

Where scaffolding is the preferred method of working at height, it should be erected in accordance with the following requirements:

All scaffolding should be erected in accordance with BS EN 12811-1 (Temporary Work Equipment. Part 1. Scaffolds – Performance Requirements and General Design) and NASC Guidance TG20:13. All scaffolding must:

* Only be erected, modified or dismantled by a competent person
* Only be erected, modified or dismantled excluding members of the public where possible.
* Be designed to carry all required loads, including materials and people
* Have lighting installed where necessary
* Should have fans, tunnels and sheeting to provide protection.
* Include brick guards, debris netting\* or encapsulation sheeting\* to prevent items falling
* Use only sound fittings and materials
* Be fitted with guard-rails, intermediate rails and toe boards
* Have double boarded first lifts with polythene layer to prevent debris falling
* Have suitable bracing and ties
* Be kept as clear as possible from obstructions/excess materials
* Be protected from traffic/vehicle damage
* Have all ladders removed or appropriately secured when not is use
* Be inspected by a competent person at intervals not exceeding 7 days.

**\*Debris netting –** Where identified as a requirement via risk assessment, debris netting must be adequately secured to scaffolding toe boards using battens, cable ties or staples.

**\*Encapsulation Sheeting –** Where required, must be incorporated into overall scaffolding design and should be attached to the outside of the scaffolding using ‘rip’ ties to prevent excessive wind loading. Both debris netting and encapsulation sheeting must be appropriately maintained throughout the life of the project

Scaffold design drawings/calculations should be available on site for inspection, as necessary.

When erecting or dismantling scaffolding, operatives should work within the recommended guidelines set out in NASC’s SG4:05

**Scaffolding – Prevention of unauthorised access**

The Contractor must ensure all reasonably practicable measures are taken to deter and prevent unauthorised access to scaffolding.

When working on existing properties Contractor’s should use roll mesh fencing, heras fencing or other appropriate materials securely fixed to prevent unauthorised access onto scaffolding from ground floor level, communal balconies and private balconies.

Protective measures must be applied as scaffolding is erected and removed as late as possible during dismantling.

The Contractor may need to consider fire safety implications associated with security measures.

When working on existing properties, where possible, alternative access equipment such as MEWP’s, Mast Climbers and cradles should be considered in preference to scaffolding as they may reduce the risk of unauthorised access, whilst still providing safe access.

Should the Contractor wish to erect a scaffold or hoarding over or upon the public footway, the Contractor must apply to the Local Authority for permission to do so. If permission is granted, the Contractor must ensure that the scaffold or hoarding is erected and maintained strictly in accordance with the Local Authority’s conditions set out in the permit with particular attention being paid to requirements relating to lighting and the safety of pedestrians.

All plant and scaffolding works, both complete and incomplete, must be left in a safe and secure manner at the end of each day’s work. At all times the Contractor shall ensure that the dwellings and buildings remain in a stable and safe state.

Steel scaffolding will be painted or galvanised and kept free from rust. If any marks or damage are caused by rust from the scaffolding, the Contractor will be responsible for executing at the Contractor own expense all necessary remedial measures required by the Client Representative. All scaffolding is to be fully enclosed using mesh to a height of 4 metres (two metres on houses) to prevent it from being improperly accessed.

The Contractor is to notify the Client as soon as works are complete to enable access for post-completion inspections.

## Ladders

The Contractor shall only use ladders:

* for access to a working platform;
* for egress from a working platform;
* where a risk assessment identifies that no reasonably practicable alternative exists;
* when the use of ladders and steps cannot be avoided, for example due to the nature or characteristics of a building, which result in limited space e.g. a stairwell within a building or changing light bulbs on an internal balcony.

Work at Height should only be completed from ladders or stepladders where tasks are identified as low risk activities and the work will be of short duration.

The Client Representative shall ensure that all ladders are regularly inspected and in good condition.

The Contractor shall ensure that all ladders are set on firm, level ground, resting against a solid surface, not on fragile materials, at an angle of 75°. All ladders should be secured to prevent slipping, preferably at the top and always at the bottom. Only non-conductive ladders shall be used on properties with overhead electric mains supply.

The Contractor shall ensure that all operatives who use ladders:

* always face the ladder when climbing or descending;
* leave both hands free to hold the ladder when climbing or descending;
* carry tools and materials in a shoulder bag or on a special belt;
* do not use tools which require the use of 2 hands;
* do not over-reach or bounce the ladder to move it.

Ladders must be removed from the Works or rendered inaccessible at the end of each day’s work.

## Temporary Screens

The Contractor is to provide, maintain and remove any temporary screens required for the Works. The screens shall be dustproof and constructed of timber framing, clad one side with hardboard or other suitable material. The Contractor is to include for altering and adapting the temporary screens as required to suit the progress of the Works.

## Tools, Plant and Equipment

The Contractor must ensure that all tools, plant and equipment used by their employees or Specialists on or in dwellings comply with the provision and use of Provision and Use of Work Equipment Regulations 1998 and are:

* suitable for the work being carried out;
* comply with all legal requirements, Approved Codes of Practice, or any guidance notes issued by the Health and Safety Executive;
* are properly maintained;
* operated by trained and competent personnel;
* adequately guarded where necessary; and
* fitted with appropriate controls for starting and stopping (including emergency stop).
* work equipment must never be left unattended in residents’ properties or in common areas.

## Safety Fencing

No guards provided by the Client for safety purposes may be removed without the consent of the person responsible for such guards.

## Housekeeping

Work areas must not be allowed to extend outside reasonable areas of the job. Clear passageways and access and egress to other parts of a dwelling must be maintained. All spoil and waste materials must be removed from site in a manner which conforms to the Regulations governing such operations.

## Safe Working Practice for the Use of Portable Power Tools and Other Equipment

The Contractor must present a written code of practice on the safe use of portable power tools and other equipment used for work to be carried out on the Client’s housing stock, and for their use adjacent to and in the vicinity of the Client’s properties.

The code of practice should cover the following portable power tools and other equipment:

* Circular type saws and jigsaws;
* Planner;
* Disc cutters;
* Chain saws;
* Grinders;
* Routers;
* Steam strippers;
* Compressed gas bottles and torches.

The Code of Practice must be submitted to the Client for the approval of the Client Representative at the pre-contract meeting, or before starting work on site. The use of the above-mentioned portable power tools and other equipment will not be permitted without an approved code of practice on their safe use.

If the Contractor fails to submit a code of practice, prior to the start of work the Client Representative will assume the Contractor has decided not to use any of the listed portable power tools and other equipment whilst undertaking work for this Contract.

After approval of the code of practice by the Client Representative, the Contractor must adhere to it. If the Contractor is found not adhering to the approved code, then it shall be treated that the Contractor has terminated the code and the right to use such tools and equipment on work for the Client within this Contract.

The Contractor must ensure all workers are competent in the use of the listed portable power tools and other equipment. Also any worker who carries out maintenance operations on them, or changes blades and/or cutters, must also be competent to carry this out.

Portable electrical drills or other forms of drills must only be used for boring holes, and not for any other use.

All portable power tools used for work within this Contract must be 110v and be regularly inspected and tested.

All portable and transportable electrical equipment used for work on this Contract must be subject to a combined inspection and electrical test in accordance with the Electricity at Work Regulations 1989 and the schedules set out in HSE publication “Health and Safety in Construction (HS(G) 150). The Contractor must maintain a record of these inspections and tests which must be available for inspection by the Client Representative or his representative.

The test interval is a minimum requirement, and the Contractor can carry out more frequent visual inspections and electrical tests if he considers these to be necessary, or the records of the inspections and tests show that more frequent testing and inspection is required.

The Contractor must ensure that when a ‘hot work’ process (such as using a blow lamp or torch) is to be carried out, particular care is taken.

The location where the ‘hot work’ is to take place must be examined to make sure that all material which could be easily ignited has either been removed or has been suitably protected against heat and sparks.

The Contractor will carry out a suitable fire risk assessment of fire hazards associated with any hot works. On completion of the fire risk assessment, the Contractor must produce a fire plan detailing means for raising the alarm in the event of fire, assembly/fire points and portable fire-fighting equipment.

A suitable fire extinguisher must be readily available before any ‘hot work’ is carried out, and the workmen must be competent to use it.

The Regulatory Reform (Fire Safety) Order 2005 set out the law on construction site general fire safety. The CDM Regulations 2015 also impose duties including the requirement to prevent risk from fire. The Contractor shall ensure the legislation is followed and employ a safe method of always working.

## Contractor Transport

All vehicles used by the Contractor must be suitable for their intended use and comply with the Road Traffic Acts where appropriate.

No vehicle may be used as a means of access to a higher working level.

All vehicles must be driven by a competent driver, fully qualified and licensed to drive the class of vehicle being used.

All vehicles must be driven to comply with speed restrictions.

All vehicles must be parked correctly and, where used as a source of material storage, shall be parked so as not to cause an obstruction, and be suitably coned to form a working area and give warning to other road users.

No vehicles shall be overloaded such that it is a danger to other road users and all loads made secure during transit.

All vehicles must have a reversing sounder fitted.

Wherever possible, a vehicle shall not be reversed unless guided by reversing cameras. Where reversing cameras are not available, great care must be taken during a reversing operation, if possible, using a second person to guide the reversing vehicle.

## Code of Conduct for Contractors

The Contractor is to comply with the code of conduct attached at Appendix B when carrying out work for the Client on residential properties.

Failure to abide by this Code of Conduct may result in a Contractor’s name being removed from the list of tendering firms on the grounds of breach of Contract.

The Contractor must ensure that their employees are aware of and understand this Code of Conduct. Any queries regarding the reasonable practicability of working to this Code must be answered prior to any work, covered by the Code, being started.

A copy of the Code or its contents should be made available to Contractor’s employees carrying out any scheduled work covered by the Code.

## Acts and Regulations

The Contractor must be familiar with, and comply with any Acts or Regulations relating to the work undertaken, including the following:

* Health and Safety at Work Act 1974
* Workplace (Health, Safety and Welfare) Regulations 1992
* Construction (Design and Management) Regulations 2015
* Gas Safety (Installation and Use) Regulation 1998
* Management of Health and Safety at Work Regulations 1999
* Provision and Use of Work Equipment Regulations 1998
* Manual Handling Regulations 1992
* Personal Protective Equipment Regulations 2002
* Fire Precautions Act 1997
* Control of Asbestos Regulations 2012
* The Control of Noise at Work Regulations 2005
* Control of Substances Hazardous to Health Regulation (COSHH) 2002
* Electricity at Work Regulations 1989
* Safety Signs Regulations 1996
* Notification of Accidents and Dangerous Occurrences Regulations (RIDDOR) 2013
* New Road and Street Works Act 1991
* Road Traffic Acts including Guidance on the Signing of Road Works (Chapter 8)
* The Building Regulations
* Any other relevant Acts and/or Regulations including Local Authority Regulations and Bye Laws
* Working at Height Regulations 2005 (amended 2007)
* The Regulatory Reform (Fire Safety) Order 2005
* First Aid at Work Act 1981
* Control of Vibration at Work Regulations 2005

The above list is not exhaustive, and the Contractor must be familiar with any relevant guidance including that produced by the Health and Safety Executive and other Government Departments.

The Contractor shall be responsible for ensuring both he and his employees are aware of and comply with any new legislation which may affect the method of operation of the work, but which is not introduced until after the Contract has been signed.

## Asbestos

The Contractor is to comply with all of the Clients’ procedures included in Appendix D.

The Contractor’s attention is drawn to the Asbestos Licensing Regulations 1983 (amended 1998) or any other publications on this matter which he is to follow at all times. Where any work under this Contract involves the use and handling of asbestos, the provisions of the Control of Asbestos Regulations 2012 must be adhered to.

Where incidental asbestos is discovered or suspected, the Contractor shall notify the Client Representative immediately. The Client Representative will advise the Contractor(s) by further instruction. Asbestos encapsulation and removal does fall within this Contract. If the Contractor has to deal with asbestos, the Contractor is to submit method statements to the Client Representative for approval.

The Client has a register of known or suspected locations of asbestos containing materials (ACM’s). This is available for inspection on request. The asbestos is typical of those found in domestic dwellings.

The Client provides an in-house asbestos surveying service, which shall be used by the Contractor when such surveys are necessary for the completion of an Order.

In order that the register may be updated, the Contractor shall promptly notify the Client in writing of any new asbestos materials discovered, or any asbestos materials found to have become seriously damaged and of any asbestos materials wholly removed from the property. Asbestos Works Details forms, Air Test certificates, Consignment Notes, etc., are to be completed and returned to the Client’s Corporate Asbestos Database Team.

In this connection the Contractor is reminded of his obligation to indemnify the Client against any expense, liability, loss, claim or proceedings, etc., in respect of personal injury to any person whomsoever and that the contraction of any industrial disease because of exposure to asbestos during the course of the work within this Contract will be deemed to be covered by that condition.

All the Contractor’s operatives, supervisors and Specialists must have undertaken an Asbestos Awareness course prior to working on the Client’s properties. Written proof of this must be provided prior to starting any works and must be held in the Contractor’s office for inspection by the Client. If an employee is found not to have been trained in Asbestos Identification, they are to be removed from the Contract immediately.

## Use of Chemicals (COSHH)

The control of substances hazardous to Health Regulations (COSHH) 2002 (and 2005 Amendment): the Contractor will be required to maintain a full list of non-specified substances and data sheets which will be used in the Contract and allow access for inspection by the Client Representative. The Contractor must carry out a suitable and sufficient assessment of the risks created by any work within this Contract which is liable to expose his employees to any substance hazardous to their health.

The assessment must include any control measures which need to be taken to adequately control the exposure of employees and others who may be affected, to substances hazardous to health, if prevention is not reasonably practicable.

The assessments must be in writing and must be available for inspection by the Client Representative.

The Contractor must ensure his employees who carry out any work within this Contract involving substances hazardous to health are given the necessary information, instruction, and training on the risks to health created by such exposure, and the precautions which must be taken. The Contractor must also ensure any Specialist(s) who carry out work within this Contract involving substances hazardous to health have sufficient knowledge, skill and experience to be able to perform the work effectively and are competent.

## Safety of Children and Other Vulnerable Residents

The Contractor shall have a Safeguarding Policy in place in respect of the protection of both children and vulnerable adults. This shall be available for review by the Client and shall be developed wherever necessary to meet the requirements of the Client’s polices on Safeguarding.

The Contractor shall take all reasonable precautions to prevent injury to children and achieve the objectives laid out in the Children’s Act 2004, including:

1. Discouraging and preventing trespass including erecting an adequate perimeter fence.
2. Taking precautions where perimeter fence is or is likely not to be effective or not possible.
3. Immobilising and making safe all vehicles and plant.
4. Erecting guarding to edges of excavations, etc.
5. Stacking materials in a safe manner to prevent their easy displacement.
6. Preventing access to elevated areas.
7. Preventing access to electricity supplies and sources of energy.
8. Preventing access to and safely storing hazardous materials.

The Contractor should not enter any occupied premises without an adult member of the household or a representative of the Client in attendance.

The above will also apply to vulnerable Residents including persons who are mentally or physically infirm, or who have behavioural, sensory, speech or language difficulties.

The Contractor shall take account of, and follow the guidance and mandatory requirements of, the Client’s policies on matters related to vulnerable persons

In particular, the Client requires the Contractor and specialists who meet children/young people and families in their everyday work to adhere to the Client’s Policy in respect of child protection. To complement the policy, the following initiatives will be developed with the Contractor to raise awareness of child protection matters:

* Toolbox briefing – A one page hand-out will be made available for the Contractor, to include information on how to recognise abuse and how to report it, these will be audited via the health and safety audits.
* Contract meetings – Safeguarding will be added as a regular agenda item for Contracts meetings.
* Notices – A leaflet/poster to be developed for display in restrooms and works rooms.

On completion of each repair visit the Contractor will be expected to complete and return to the Client a short health and safety housing management questionnaire (expected to be no longer than five questions long). Costs related to the completion of this process will be included within (i.e. not in addition to) the cost of any repair job.

## Site Security

The Contractor 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 unattended premises, including the reinstatement of temporary door and window coverings, as necessary.

The Contractor shall provide all watching, protection, security, and lighting on the site of the Works necessary for the carrying out of the Works.

The Contractor shall ensure that the property including adjoining property and its contents are completely secure from theft, vandalism, etc., and at no time are left unsecured. The Contractor shall allow for all necessary security measures including prevention of access from scaffolding or similar means. Any loss or damage caused by the Contractor failure to comply with this section will be made good by the Contractor, to the entire satisfaction of the Client Representative at the Contractor’s own expense.

The Contractor shall warn occupiers and the public of dangerous operations, materials and plant, chemicals and of freshly applied materials by securely fixing warning notices in accordance with the Health and Safety (Safety Signs and Signals) Regulations 1996.

# Quality Management System

It is noted that not all services detailed in this section are a requirement of the maintenance of fall arrest or lightning protection system. If any supporting works are required by the contractor as part of their main endeavours the below must be adhered to.

## Labour and Material Supply

The Contractor shall always employ sufficient labour, materials, plant and equipment to ensure that all Orders placed with him are started and completed within the specified period to the satisfaction of the Client Representative.

Should the Contractor’s regular Specialist not be able to provide materials within the priority timescales the Contractor is to use alternative Specialists. No extension of time will be granted for inability to procure readily available materials that the Contractor’s regular Specialist cannot provide.

## Pre-Commencement Inspection of Orders

The Contractor shall allow in his tender for the cost of all necessary pre-commencement inspection of the sites and works that may be detailed on any Order, and for all procurement of necessary elements to complete the Works, including all necessary temporary repairs and protection. No claims for delay will be accepted due to lack of knowledge of the Works required on any Order.

For jobs with an appointment, the appointment date is the date for completion, and it is the responsibility of the Contractor to obtain access in agreement with the Resident to carry out any survey or measurement.

In the case of Orders for damp remediation work, the Contractor is to survey the property and advise on the scope of work required. Should the work actually required exceed the scope estimated by the Contractor, the additional cost is to be met by the Contractor.

## Post-Completion Inspection of Orders

The Contractor shall allow for all necessary post-completion inspection of the Works to ensure that they are carried out to the reasonable satisfaction of the Client Representative. In addition, the Contractor supervisor shall carry out interim site audits as works progresses to ensure compliance with the Contract. These audits shall be made available to the Client Representative. The appropriate documentation is to be retained for inspection by the Client.

The Client will inspect 100% of Orders post-completion but some of these will be telephone surveys only. Where data obtained from the post-completion inspection process is used in any measurement of performance, the results from the sample inspected will be extrapolated to provide an indication of performance across all Orders for the purposes of such performance measurement.

## Assisted Site Inspections

The Contractor shall supply, as and when required, all necessary labour, materials and plant to assist the Client Representative when inspecting for possible faults to dwellings etc. Where no follow up works are required or any remaining works are to be undertaken by consultants or other contractors appointed by the Client, the Contractor will be reimbursed for its assistance with the site inspection in accordance with the Price Framework.

## Complaints

The Client has a Complaints Procedure (See Appendix E).

The Contractor shall provide and publicise a clearly defined complaints procedure for Residents, which shall be transparent and clearly auditable and robust to external scrutiny.

The Contractor shall deal with any complaint as follows:

(a) The Contractor will deal with any complaint that is received within five working days and make a full reply within ten working days.

(b) Details of any unresolved complaint must be passed to the Client Representative in writing within two working days of receipt of any communication from a Resident indicating that they are not satisfied.

1. The Contractor’s Contract Manager or representative shall be available, at reasonable notice, to accompany the Client Representative on any necessary site visit or inspection.
2. The Contractor shall keep and maintain a record of all complaints received from any source together with any remedial action taken. Copies of such records shall be supplied to the Client Representative on a weekly basis, including any ‘nil’ returns.
3. At the end of each calendar month, the Contractor shall submit a status report to the Client Representative of complaints, clearly identifying such complaints alongside results of Resident satisfaction survey information.
4. Any request for information from the Client regarding a repair related to a complaint, must be responded to in full by the Contractor, within three working days.

The Contractor is to be aware that they could be subject to an investigation by the Local Government Ombudsman if a complaint is made about any of the Contractor’s actions when carrying out work on behalf of the Client.

Should such an investigation take place, the Contractor is required to co-operate in the investigation in the same way as the Client. The Ombudsman has the same powers as the High Court to compel witnesses to attend for interview and to require the production of documents.

## Site Supervision

The Contractor shall employ a named full-time person to whom directions may be given by the Client Representative and who will be empowered to act upon such directions (a “Person In Charge”).

The Contractor’s Person In Charge will each day forward to the Client Representative a record of the details of all works completed the previous working day.

The Contractor’s Person In Charge is to attend site when trade operatives are required to assist the Client Representative in site inspections, so that the extent of any works, or remedial measures etc. may be agreed.

The Contractor’s Person In Charge will be deemed to be in charge of all supervisory staff, trade operatives, Specialists etc.

The Contractor shall for the duration of this Contract employ all necessary supervisory staff to ensure adequate supervision of operatives.

All contract supervisors shall be sufficiently qualified to the satisfaction of the Client Representative. Approval must be obtained from the Client Representative prior to the appointment of any supervisor on this Contract.

All names of supervisory staff are to be made known to the Client Representative and are to be contactable at all times during normal working hours.

The Contractor’s Person in Charge will give their whole time respectively to the supervision of the Works and must be able to receive and act promptly upon (on behalf of the Contractor) all instructions issued to the Contractor. This includes having the authority to offer a firm attendance or completion date if an enquiry is made concerning an overdue Order.

## Co-ordination

The Contractor will be responsible for the proper co-ordination of all services, Specialists and all statutory undertakings’ works etc., with the Contractor(s)’s own works and pay all relevant fees.

The rates and prices in the Price Framework are inclusive of all builder’s work in connection with services including marking up of any holes or chases and provisions of any sleeving requirements for pipes, conduits, ducts and the like.

## Setting Out / Dimensions

The Contractor is to take the dimensions from existing premises and check with dimensions given on drawings, set out works and provide all instruments and attendance required for checking by the Client Representative.

Dimensions stated or figured dimensions on drawings are to be adhered to in preference to scaled dimensions. Any discrepancies between the drawings are to be brought to the notice of the Client Representative for clarification.

## Materials

The whole of the materials are to be the best of their respective kinds and all articles and materials unless otherwise described are to be of a standard or quality not less than those contained in the latest relevant standard published by the British Standards Institution. All materials are to be new unless otherwise specified.

The specification of work and materials required to complete each Task shall be as stipulated in the NHF schedule of rates (and the measurement rules and preambles set out therein) unless otherwise stated. The works and materials detailed in the NHF schedule of rates are only indicative of what may be required, however, and must not be treated as full and complete descriptions of the works and materials required.

Where, in relation to any goods or materials to be used or supplied or work to be carried out under this Contract, there is requirement to comply with a British Standard, the Contractor may, subject to the Client’s prior approval (which shall only be valid if given electronically or in writing) and all other requirements of the Contract in relation to such goods, materials or work being satisfied, instead use or supply such goods or materials or carry out such work in accordance with the standards set out in the following documents (which are listed in their order of preference):

* NHF Specification of Workmanship and Materials.
* British Standards Implementing International Standards
* British Standards and British Technical Approvals

- Any other relevant standards

In each case equal consideration will be given to the standards of other member states of the European Community if it can be shown that such standards offer equivalent guarantees and performance.

The use of materials found on site shall be prohibited except for those specifically described as to be re-used.

When carrying out repairs the Contractors must replace like for like, this includes the materials used. The Client may stipulate specific materials are used in certain situations such as kitchen replacements. This information will be provided to the Contractors.

## Testing Materials / Samples

The Contractor is to provide all samples of materials for testing and is to allow for delivery to the nominated testing authority. The Contractor is to submit a copy of each certificate to the Client Representative as soon as possible. If the results of any tests are unsatisfactory, the cost of the testing and any resulting reconstruction which may be ordered by the Client Representative is to be borne by the Contractor.

Samples of materials as may be required shall be provided to the Client Representative by the Contractor without delay. The samples approved will be retained by the Client Representative who may reject all materials and workmanship not corresponding with the approved sample. All samples not forming part of the finished works shall be removed on completion of the Works or when no longer required.

## Working Practices

The Contractor shall give reasonable notice to the occupier of his intention to commence work, and the work is to be carried out in a manner that will use the minimum inconvenience and nuisance from obstruction, dust, noise, water, smoke, rubbish etc. All necessary precautions must be taken to ensure the safety of the occupier. Deliveries of materials must be arranged so as not to interfere with the occupier. All disc cutting tools are to be fitted with vacuum dust collection bags.

The Contractor shall ensure that once works are commenced, they shall be executed in line with best practice, BS and in a diligent and efficient manner, so as to cause the absolute minimum disturbance and loss of amenities to the Residents. The operatives engaged on the Works must only enter rooms of the dwellings affected by the Works and on no account trespass in any part of the dwelling where work is not being carried out.

The Contractor shall be responsible for reporting to the Client Representative instances where Works or Services do not comply with any statutory authority’s rules and regulations or relevant British Standards, Codes of Practice or any other Act of Parliament thereof.

## Unsound Existing Brickwork and Timbers

Any unsound existing brickwork and timbers, including actual or suspected wet or dry rot outbreaks discovered during the progress of the work, however slight, shall be reported to the Client Representative. On detection of such unsound materials, no work is to be carried out that will cover up the unsound materials until the Client Representative has given his approval. The Contractor shall take every precaution to keep timbers free from infection.

## Mechanical & Electrical Services

Should the need for works of a mechanical and electrical nature be required the below will be followed.

Any Contractors carrying out mechanical services work must be Gas Safe registered and operatives must be ACOPS/ACS certified and remain registered for the duration of the Partnering Contract. Contractors carrying out electrical services must be NICEIC, ECA or other similar body approved by the MHCLG. The Contractor is to provide the Client with a copy of the approval certificate and the Contractor is to remain registered for the duration of the Contract.

All electrical work is to be installed to comply with the current IET Regulations Wiring BS 7671:2018, **18th Edition** (2018). Contractors should comply with subsequent editions as they are released and to be certified to achieve compliance with Part P of the Building Regulations where so prescribed.

All work to powered gates (or powered doors and powered garage doors) must comply with all current, relevant regulations including but not limited to Health and Safety at Work Act 1974, Provision and use of Work Equipment Regulations 1998 and Workplace (Health, Safety and Welfare) Regulations 1992. The powered gates themselves must be compliant with BS EN 13241-1:2001, BS EN 12453:2001 and tested in accordance with BS EN 12445:2001.

# NOT USED

# Procedure for Risk Management

## NOT USED

## Responsibility for Site Conditions – Site Visits before Tendering Recommended

During the Term, the Contractor shall not be entitled to claim or receive any additional payment arising from any misunderstanding, lack of knowledge, misinterpretation or ignorance of any site conditions relevant to any Order (including without limitation knowledge of soil and substrate conditions and building composition and materials).Accordingly, before tendering to be appointed to the framework agreement, the Contractor is strongly advised to:

* Visit as many sites as necessary to enable the compilation of an accurate tender. In particular, the Contractor should visit sufficient sites (which will be arranged by the Client Representative) to ascertain:

1. Local conditions, environment and property types.

2. Means of access to the site(s)

3. The confines of the site(s)

4. Restrictions in respect of loading and unloading vehicles.

5. Factors affecting the order of execution of the Works and the time required for the execution of the Works.

6. The supply of and general conditions affecting labour, materials and plant required for the execution of the Works.

* Become fully acquainted and be satisfied with all site conditions that are likely to affect the execution of any Order, including but not limited to the types, construction, composition, layout and location of dwellings and buildings and any covenants, restrictions or regulations applying to them.
* Satisfy himself in detail as to the character of the operations and activities that are likely to be required of him if he is appointed to the framework. It is an essential requirement of the Contract that the Contractor and his operatives work in a close relationship with the Client, Residents’ Representatives, Residents themselves, Specialists, Consultants, other contractors appointed by the Client, etc.

## Existing Mains or Services

The Contractor is to take all reasonable measures to ascertain the location of all existing services, namely drainage, sewers, gas, water, electricity, telephone and TV aerials above and below ground or within the structure of the property. This is to include liaising with local authorities, public undertakings, the Client Representative and any other person having knowledge of the site to avoid damage to or disruption of any existing services.

The Contractor shall be responsible for accessing, protecting, upholding and maintaining all existing services to the premises and any adjoining premises during progress of the Works and the Contractor shall take any necessary steps to prevent any interruption thereof, including the temporary re-siting of aerials and satellite dishes where necessary.

No diversion of any of the existing services, etc., other than as indicated on Orders, shall be carried out without the written agreement of the Client Representative. Any such temporary disconnection of services etc. shall be done at such times as may be directed by the Client Representative. The duration of any interruption shall be kept to a minimum.

The Contractor shall, in relation to any disconnection of any services etc. (as listed above) be responsible for giving all necessary notices to the statutory authorities and the Contractor is to make good any damage due to any cause within his control at his own expense and pay any costs and charges in connection therewith.

The Contractor shall also be responsible for maintaining close liaison with the Client and the Public Utility Authorities so as to avoid any disruption of existing services.

## Statutory and Other Regulations

The Contractor shall at its own expense comply with all statutory and other provisions to be performed and observed in connection with the services under this Contract and the business of the Contractor, and shall indemnify the Client against any claims, actions, proceedings, loss, liability, penalties, costs or expense made or incurred as a result of any failure to comply.

## Risk of Injury to Persons and Property

The Contractor must provide for the efficient protection of the general public and the occupants and users of the premises and adjoining premises during the progress of the Works included in or to be done in connection with this Contract and the Contractor shall, for this purpose, guard and protect his plant, tools and materials and take all necessary measures in order to prevent accidents.

# NOT USED

# Client Specific Items

## Training

The Contractor is to provide all operatives, including Specialists, with an induction to the Contract. This is to cover health and safety, the code of conduct, Contract procedures and Resident profile, as well as training on:

* The task or tasks to be performed;
* The relevant provisions of this Service;
* Relevant policies and standards of the Client;
* Fire risk and fire precautions;
* Asbestos awareness;
* The need to recognise situations which may involve any actual or potential danger or personal injury to any person where Work is being undertaken;
* The need not to involve themselves in unnecessary discussions with Residents, or others of matters which may contravene reasonable requirements of confidentiality concerning the Client’s business or concerning other Residents, other properties or other Contractor(s);
* All relevant rules, procedures and statutory requirements concerning health and safety, including the Client’s Health and Safety policy.
* Safeguarding awareness.

All employees must have completed the minimum relevant training before undertaking operational duties.

An annual training plan is to be provided by the Contractor each year to show all staff planned training and development for the following year. The Contractor must be able to demonstrate that all operatives are competent and have sufficient training and skills for the tasks they are to undertake. This shall include health and safety training.

It is the responsibility of the Contractor to define the standard and delivery of the training, but the Client wishes to be involved and would encourage some joint training with the Client’s staff.

The Contractor must be able to demonstrate that all staff are competent and have adequate training and skills for the tasks they undertake.

## Equality and Diversity

The Contractor is to comply with the Client’s Equality and Diversity Statement as set out in the Return of tender document.

The Contractor is required to observe the Equality and Human Rights Commission’s Equality Act 2010 - Code of Practice on Employment, which gives practical guidance to individuals, businesses, employers and public authorities on the information they need to understand the Act, exercise their rights, and meet their responsibilities.

## NOT USED

## NOT USED

## NOT USED

## Resident Satisfaction Questionnaires

On generation of each Order the Resident will be issued with a Resident Satisfaction Survey by the Client. This will enable the performance of the Contractor and the Client to be monitored.

In addition the Contractor will be expected to carry out his own satisfactory surveys though the Contractor will not issue his own satisfaction cards if this duplicates the above.

The Client requires the Contractor to undertake joint working on Resident satisfaction.

## Party Wall Agreement on Adjoining Properties

Where any adjoining property is owned by the Client, the Contractor is to liaise with the Resident/head of establishment of that property informing them of the works that are to be carried out and at the same time the Contractor shall carry out a schedule of condition survey in order to record the condition of the party wall / adjoining features prior to the commencement of any works.

Where adjoining property is privately owned, the Party Wall Act 1996 may be applicable. If the Contractor discovers that the adjoining property is privately owned and has not been previously informed of such, then the Contractor is to inform the Client Representative as soon as practically possible. The Contractor shall notify the Client Representative in writing with sufficient information regarding the works proposed and access required and in sufficient time for the Client Representative to give the statutory notice to the adjoining owner. No work shall start on a property until an agreement has been put into place.

The Client Representative shall give all notices required under the Party Wall Act 1996.

## Exterior Works

Where the Contractor carries out work to the exterior of a premises and the resident is not present, the Contractor is to leave a card explaining what works have been carried out in the resident’s absence and the Client Representative is to be advised within 2 working days.

## Statutory Authorities

Where the Client Representative orders the Contractor to instruct Statutory Authorities to carry out works under the Contract, the Contractor is entitled to recover the full cost of any fees and charges payable in consequence thereof and will be allowed 10% on the net charges to be added for profit and attendances.

## Progress Meetings

The Contractor will be required to attend progress meetings with the Client’s representatives at a minimum of monthly intervals.

A Resident representative will be invited to attend all meetings. The Client will provide the accommodation for these meetings.

Performance and progress is monitored and minuted at these meetings between the Contract Manager and the Client Representative’s staff. The Contractor(s) is to submit a progress report to the Client Representative 3 days prior to each progress meeting. The progress meetings will review the following:

* Minutes of previous meeting (to be distributed within five working days of the meeting)
* Progress on action points raised at previous meeting(s)
* Servicing programme and delivery
* Complaints
* Performance monitoring/Key Performance Indicators (KPI’s)
* Performance motoring compliance certification to be kept at 100% (if not at 100% Recovery plan in Place)
* Variations
* Quality checks
* Resources

* Health and Safety
* Diversity
* Any other business

The Client Representative will maintain a register of complaints covering all of their work; complaints related to the Contractor will be abstracted and discussed specifically at these regular meetings.

The Client Representative and the Contractor will alternate responsibility for taking, producing and circulating minutes of the meetings

## Notification / Insurances

The Contractor shall immediately notify the Client Representative and the insurers of any event which may give rise to any claim, demand, proceeding, damage, cost or charge whatsoever arising out of the Works and the Contractor shall indemnify the Client against any loss whatsoever which may be occasioned to the Client by the Contractor’s failure to give such notification.

The Contractor shall expeditiously resolve all accusations and claims by Residents in relation to damage or loss, in accordance with the Contract terms. The Contractor is to keep the Client Representative informed regarding progress.

## Exclusion from the Works

The Client Representative reserves the right to issue instructions (but not unreasonably or vexatiously) requiring the removal from the Contract of any foreman, supervisor and operatives and the like (including Specialists) if the Client Representative considers that their standard of workmanship, performance and conduct is unsatisfactory. The Contractor may be requested to provide written evidence that an employee (including Specialists) has undertaken health and safety training. If this is not provided, the employee shall be removed from the provision of the Term Programme until such training has been undertaken to a sufficient standard.

## Protection of the Works from Inclement Weather

The Contractor shall protect the Works and any adjoining property exposed by the Works against damage or the harmful effects of weather conditions.

The Contractor shall provide and maintain temporary weatherproof coverings and/or screens whose construction and fixings shall be to the Client Representative’s approval, to secure all dwellings whose roof parts have been removed. These coverings shall be used to protect the dwelling at all times outside the working day and at the following times within the working day:

1. When any particular dwelling is not under the immediate supervision of the Contractor’s staff.
2. During or in anticipation of imminent periods of rain, snow or strong winds and when the dwelling or the Works would be adversely affected thereby.
3. Any such time as the Client Representative shall reasonably direct.

Any temporary fixings made to the new or existing structures shall be removed by the Contractor and all damage or disturbance caused to any parts of the structure shall be made good at the Contractor’s expense to the satisfaction of the Client Representative.

No work which may be damaged by frost is to be carried out when the air temperature is below 1 degree Centigrade on a rising thermometer or down to 2 degrees Centigrade on a falling thermometer unless special precautions approved by the Client Representative are taken to ensure that the work is not adversely affected.

During the whole of such periods any work liable to damage by frost is to be covered up and protected to the satisfaction of the Client Representative. Any work damaged by frost is to be cut out and made good at the Contractor’s expense.

The Contractor must be conversant with the measures and operations described in the booklet ‘Winter Building’ obtainable from HMSO for ensuring the continuity of work and productivity during inclement weather. The operations and measures described in the booklet shall be taken wherever practicable and having regard to nature, scope and programme of the Works.

The Contractor will be expected, on the basis of weather forecasts, to anticipate the arrival of adverse weather in giving effect to the recommended procedures.

## Nuisance

The Contractor shall not obstruct any public way or otherwise permit to be done anything which may amount to a nuisance or annoyance, and shall not interfere with any right of way or light to adjoining property.

## Traffic Regulations

The Contractor shall comply with all police regulations relative to movement of vehicles, standing vehicles, restrictions as to parking and the like.

## Control of Noise

The existing premises and adjoining and surrounding premises will be in occupation during the course of this Contract and the Contractor is to allow for carrying out the work so as to cause the minimum disturbance to the occupants and exercise all due precautions and for complying with all reasonable instructions from the Client Representative to achieve this.

Any claims for loss or damage arising from noise connected to the Contractor’s activities in connection with the Term Programme shall be entirely the responsibility of the Contractor, and the Contractor shall indemnify the Client against any and all costs, claims and expenses suffered by the Client in connection thereto, in accordance with the Contract terms.

The Contractor’s attention is drawn to Sections 60 and 61 of The Control of Pollution Act 1989 with reference to the control of noise in relation to any demolition and construction works and the obtaining of any necessary prior consents from the responsible authority. The Contractor shall comply with all requirements and restrictions which may be imposed and the Contractor shall allow for the cost of any such compliance. No instruction issued to the Contractor by the Client Representative shall relieve the Contractor from his responsibility for compliance with the Act.

The Contractor shall make every endeavour to reduce construction noise to the minimum. All power tools shall have efficient silencing jackets. Where activity is likely to be prolonged or disruptive, the Contractor shall inform neighbouring occupants before commencing work.

The Contractor’s attention is also drawn to The Control of Noise at Work Regulations 2005 and The Control of Vibration at Work Regulations 2005

## Maintenance of Public and Private Roads

The Contractor shall keep all roads, streets, verges and footpaths (whether public or private) free from any damage arising out of or in the course of or by reason of the execution of the Works. The Contractor shall apply to the Local Authority in respect of all licences/consents required to use, obstruct or otherwise carry out work affecting the Highway and pay all the associated fees and charges.

The Contractor shall keep roads, streets, verges and footpaths adjacent to the site of the Works free from mud, dirt, rubbish, obstruction, skips, etc., arising as aforesaid at all times and observe any Bye Laws or regulation imposed by a recognised Authority requiring roads or streets to be kept free from mud, dirt, rubbish, etc.

Should the Contractor fail to carry out these requirements to the Client Representative’s satisfaction, and after 24 hours’ notice, the Client Representative may execute the work, and set off its value from any sum due or to become due to the Contractor under this Contract. Should the Contractor repeat his default the Client Representative may reduce the period of notice from 24 hours.

The Contractor shall make good any damage to public and access roads, kerbs and footpaths, lawns etc. occasioned by heavy traffic, delivery of materials and building operations generally to the reasonable satisfaction of the Client Representative and the Local Authority.

## Protection and Drying

The Contractor will be responsible for and is to allow for drying out and controlling the humidity of the Works immediately before handing over, and at all other times (including holiday periods) as may be necessary to facilitate the progress and completion of the Works, including the work of Specialists, as described in the sections hereafter.

The Contractor’s attention is particularly drawn to the descriptions in the NHF schedule of rates for responsive maintenance and void property works version 6.1, British Codes of Practice and manufacturer’s recommendations which call for special requirements in respect of methods of curing, laying and maintenance of materials in particular conditions or at a certain moisture content or temperature range and to conditions adopted by the Employer of Flooring Contractors and similar bodies.

The Contractor shall provide all necessary appliances, labour, supervision, fuel, electricity, water, insurance, attendance and maintenance and everything necessary during and outside normal working hours, to comply with these requirements.

In addition to protection requirements referred to elsewhere in this document the Contractor is to allow for:-

* Protecting and preserving all trees and shrubs except those to be removed.
* Treating or replacing any trees or shrubs damaged or removed without approval.
* Protecting perishable materials by storing under dry cover.
* Providing sufficient protection where food is prepared to prevent penetration of building materials, dust etc. The affected areas shall be cleaned down sufficiently to allow food preparation to commence.
* The Contractor shall ensure that all work undertaken in respect of excavations, shall comply with Construction (Design and Management) Regulations 2015.
* In particular, all excavations that are liable to present a danger of persons being able to fall into shall be adequately guarded and lit. Suitable warning notices shall also be posted.
* In addition to any fire precautions by the various Acts and Regulations, the Contractor shall ensure that all fire access routes are kept clear at all times. There shall be no storage of combustible materials within the building on levels other than ground level, other than materials required for use in the particular storey in which they are being placed. Where acetylene, oxygen, propane or other gas cylinders are stored on site, they must be kept in a ventilated security compound inaccessible to unauthorised persons.
* The Contractor shall fix to this compound a prominently displayed sign reading ‘Danger – Compressed Cylinders’. No flammable liquids or compressed gases shall be kept within the building, except in such quantities as may reasonably be required for the day’s work. Sufficient adequately maintained fire extinguishers shall be provided according to the circumstances. Before any work is carried out using flame cutting equipment or gas torches, etc., the Contractor shall arrange for the appropriate type(s) and size of fire extinguishers to be readily available at the site of the operation.

The Contractor shall permit nothing to be done likely to injure the stability of the work or structure and no cutting through walls or floors will be allowed other than that required by the drawings or specified herein without the written sanction of the Client Representative. The Contractor will be held responsible for all damage arising through carelessness or inadvertence in this respect.

## Identification Cards

The Contractor shall liaise with the Client to provide each operative or any of the Contractor’s Specialists with an identity card which shall bear the holder’s passport sized photograph, name, occupation and signature together with date of issue, the Client’s name, logo and telephone number and the Contractor’s name, logo and telephone number. The identity card shall be enclosed in clear vinyl and be permanently sealed. The Contractor shall also provide A5 sized cards for visually impaired Residents. The Contractor will be responsible for the cost of producing the identity cards.

Identity cards will be permanently on display and automatically shown to residents prior to entering their property.

The Contractor shall maintain a register of all identity cards that have been issued, which shall be available for inspection by the Client Representative.

The Contractor will be required to update the list of his operatives at monthly intervals.

The Contractor will also 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 his employment.

Failure to return an identification card will result in the requirement to re-issue all identification cards to the Contractor’s operatives in a different format at the Contractor’s expense.

The Contractor shall indemnify the Client against the misuse of any identity card in whatsoever way.

All operatives employed by the Contractor or Specialists shall at all times wear either overalls/sweatshirt/jacket bearing the Contractor’s name. The clothing shall be to the approval of the Client Representative.

## Protection of Residents’ Furniture, Fittings and Services

The Contractor shall be responsible for moving and replacing any furniture, fittings, apparatus, floor covering, etc., where necessary for the execution of works. The Contractor should request the resident to remove small items of value. The Contractor shall properly cover such items with clean and adequately sized dust sheets and protect them from dirt and splashes and at completion of the Works, replace and refit all such furniture, fittings, apparatus, carpets or the like in their original position to the resident’s satisfaction.

The Contractor shall allow for employing, as necessary, a Specialist to take up and relay all carpets and floor coverings disturbed during the execution of the Works. The Contractor shall agree the extent of the removal and the conditions of such carpets, furniture etc. with the resident before commencing the Works. Failure to agree the extent of removal and condition is to be reported to the Client Representative.

The Contractor shall be responsible for the proper disconnection and subsequent reconnection of any appliance where necessary for the execution of the Works.

The Contractor shall allow for employing, as necessary, a Specialist to retune or re-align any TV, radio and other aerials, telephone cables etc., belonging to the occupier that may be disturbed during the execution of the Works.

At the end of each day, the Contractor shall replace all loose furniture or fittings, etc., which will be required for use by the resident during the period before commencement of further work.

Any claims for damage to any resident’s property are to be settled directly between the resident and the Contractor although the Client may advise the resident as to the method and procedure for submitting any initial claim.

The Contractor is advised to take photographic evidence of conditions of furniture, fittings and floor coverings where likely to be affected by the work.

The Contractor is not to lift and/or relay Residents’ laminate or tiled flooring unless:

(a) Expressly instructed to do so in an Order; or

(b) The flooring is damaged in the course of completing an Order through no fault of the Resident, necessitating rectification by the Contractor.

The Contractor must notify the Client Representative if any resident refuses to have any furniture or floor coverings removed such that the orderly execution of any Works is likely to be obstructed.

## Maintaining Residents’ Facilities

The cost to the Client of temporary facilities for Residents shall be calculated in accordance with the Price Framework, provided that all such costs and expenses shall be borne entirely by the Contractor if and to the extent that the supply of temporary facilities was unnecessary, wasteful or improper, or necessitated by any default, delay, oversight or negligence by the Contractor or its personnel.

The Contractor is to ensure that at the end of each day’s work, each occupied dwelling shall be left with heating, running hot and cold water, adequate flushing toilet facilities (chemical closets are not permitted except where specifically authorised by the Client Representative, in which circumstances the Contractor will be expected to keep in serviceable order), lighting and power, television/satellite installation and cooking facilities. The Contractor must provide each Resident with 2 Nr 3kW electric heaters during the period in which the normal heating system is inoperable, and for emergency purposes only the Contractor shall also make available 1 Nr electric two ring cooker. Whenever possible, the maintenance of service is to be achieved by the continued use of the existing services until such time as the new services are installed and ready for use. If temporary services are necessary, they must be adequate for their intended use and be approved by the Client Representative. Television/satellite services must be maintained either by permanent external aerials or temporary room aerials.

The Contractor is to inform the Client of any special needs facilities required by Residents.

## Removal of Rubbish/Waste Disposal/Cleaning

The Contractor shall clear away all dirt and rubbish daily and superfluous material from time to time as they accumulate and keep the interior, exterior and gardens of the sites clean and tidy at all times. All entrances, exits and paths, are to be kept clear at all times.

The Contractor’s attention is drawn to the regulations (Highways Act 1980, Sections 139 and 140) relating to the deposit and use of builder’s skips on the highway. Should the Contractor wish to deposit a skip on the highway, the Contractor must apply to the Highways Works Department of the Local Authority for permission. If permission is granted the Contractor must ensure that the skip is deposited and used strictly in accordance with the Highways Works Department’s conditions with particular attention being paid to positioning and lighting requirements. As the positioning requirements may not always be in the Contractor’s preferred location, the Contractor must include in his tendered rates for all wheeling and barrowing etc.

The Contractor is to provide consignment notes in respect of the disposal of all hazardous materials as required by the Environment Agency. The cost of registering sites, when required and providing consignment notes is deemed included in the Contractor’s rates.

Where it is necessary to temporarily deposit building materials or rubbish in the street, the consent of the Local Authority must first be obtained by making prior application in writing. Failure to do so may render the Contractor guilty of an offence and liable to the prescribed penalty.

Where, for good reasons, rubbish cannot be removed the same day, it shall be placed in an agreed spot including all necessary protection and lighting and removed as agreed with the Client Representative. Burning of items on site will not be permitted in any circumstances.

Skips shall be lockable and shall be kept locked when not in use.

The Contractor shall comply with the Environmental Protection Act 1990 and exercise the duty of care required under Section 34. In addition, the Contractor shall comply, as appropriate, with the Control of Pollution (Amendments) Act 1989 and the Controlled Waste (Regulations of Carriers and Seizure of Vehicles) (Amendment) Regulations 1998 and the Waste Electrical and Electronic Equipment (WEEE) Regulations. Transfer notes must be completed in the approved manner and copies of these notes must be given to the Client Representative.

The Contractor is to comply with the Environment Protection Act for protecting, transporting, and disposing of controlled waste and with the HMSO document “Waste Management –The Duty of Care – Code of Practice”.

The Contractor shall comply with the requirement for a Site Waste Management Plan wherever applicable, retaining the Plan on site and updating as necessary.

All old lead, copper or other second-hand materials occurring after the execution of the Works, which are not required to be removed to the Client’s store are to become the property of the Contractor.

The Contractor shall provide for cleaning, as necessary, all rooms affected by the Works including sweeping and scrubbing floors, removing all dust, thoroughly cleaning worktops and hard surfaces, cleaning glass with wash-leather both sides, cleaning out gutters, outlets, etc., removing stains and touching up paintwork and polished work, etc., and leaving clean and tidy to the satisfaction of the Client Representative on completion.

## Tradesmen, etc., directly engaged by the Client or his Residents

The Contractor must not assume that it will be granted vacant possession or occupancy of any site. The Contractor must allow access to and permit the execution of work by Consultants, Specialists, tradesmen or others directly engaged by the Client or Residents.

## Vehicles and Plant

The Contractor shall at all times during the Term provide and maintain all requisite vehicles and plant, machinery and equipment as are necessary for the proper execution of the Works and for subsequent maintenance and removal on completion of the Works.

Vehicles shall be suitable for use within the London Low Emission Zone.

The Contractor shall always be fully responsible for licensing and for the payment of all licensing fees, taxes and insurances associated with the provision of vehicles, plant and equipment employed in connection with the proper execution of the Works.

All vehicles shall be suitably liveried with logos and words to be agreed with the Client. The vehicles are to be clean and tidy.

The Contractor shall provide all items necessary to ensure compliance with his statutory responsibilities in respect of safety, health and welfare. The Contractor shall obtain an Operator’s Licence as necessary, including all necessary permissions; and shall comply with ADR regulations. Employees are to be adequately trained before being allowed to operate vehicles and plant.

Vehicles and plant operations should be undertaken in a reasonable and workmanlike manner, without causing unreasonable obstruction or annoyance to residents and the general public. This includes for considerate parking of vehicles at all times, if an obstruction will be caused by doing so then parking on pathways or over driveways and the like will not be permitted.

The Contractor shall allow for all off-loading and manhandling into position including placing into and removing from temporary site storage prior to final positioning, all general materials, plant and items of equipment.

All transport costs, travelling time, etc., is deemed to be included within the Contractor’s percentage tender bid(s).

When cartridge operated fixing tools are to be used, the Contractor shall provide to the Client Representative full details of the safety measures to be employed in the Contractor’s method statement.

Tools shall not be operated unless fitted with a suitable splinter guard. The use of these tools shall be controlled as to avoid the risk of injury, loss of life or damage to the property. The Contractor shall comply with all regulations governing the use of such tools.

The Contractor shall ensure that all plant and materials are placed and used and all operations carried out in such a manner as to prevent injury to persons or loss or damage to property. Plant and materials shall not be kept on site longer than is necessary or left unattended without adequate safeguards. As far as practicable only such plant and materials as are needed for one day’s work shall be removed from the materials compound and unused materials should, wherever possible, be returned to the compound at the end of each day. This is particularly important at weekends and during school holidays.

All electric equipment and appliances shall be a maximum of 110 volts and installed by a competent person. All electrical work undertaken should comply with the requirements of the Electricity at Work Regulations 1989 and supporting Guidance Notes. The Contractor shall take measures to minimise the effect of construction noise by applying those recommendations contained in BS 5228 (or any amendment or substitution of that BS) and in particular Clauses 23 and 24 of Section 5 and Table 6 of Appendix G, which are applicable in the circumstances.

The Contractor shall use the most effective measures available to control noise, fumes, dust or other nuisances/hazards. Plant likely to cause disturbance may only be used within the periods agreed by the Client Representative.

## Records / Drawings

The Contractor shall provide records / drawings of the work as required by the Client Representative.

Asset Register – The Contractor is to maintain an Asset Register and issue within 6 months of the commencement of the contract relating to Lightning Protection and Fall Arrest equipment listed in section 3. The format of the register is to be agreed with the Client Representative. As a minimum it must contain the address of the location, the make, model, type, age, capacity, and condition of all parts of the equipment with a structured view to improving the stock. This asset register must be maintained and updated throughout the life of the contract.

Maintenance – The Contractor shall maintain at all times throughout the contract term a full and complete record of all maintenance / works carried out during the Contract period within the log books at each site. Such information shall be available for inspection by the Client.

## Resident Abuse or Damage

If damage due to abuse or poor workmanship undertaken by or on behalf of the resident is suspected, the Contractor must inform the Client Representative in writing giving a description of the problem and why resident abuse is suspected, supported by photographic evidence. The Client Representative will consider if the damage should be recharged to the resident. If a fault or repair is caused by an adjacent property or flat above/below then the Contractor must inform the Client Representative in writing giving a description of the problem and if access is required to carry out the work. Damaged items, if possible, should be retained for inspection by the Client. The Contractor shall not discuss suspected Resident abuse or damage with the Residents.

## Measurement of Covered Work

The Contractor shall give the Client Representative reasonable notice of his intention to cover up work requiring measurement. Any such work covered up without reasonable notice shall be uncovered so as to permit measurement and made good at the Contractor’s expense.

## Construction Industry Scheme

Tenderers must hold an appropriate unique tax reference and provide details to the Client Representative on request. Changes must be notified immediately. Failure to provide current details will result in the Client Representative deducting tax from payments until details are provided in an appropriate way.

The Contractor has a responsibility to satisfy himself and the Client Representatives that all Specialists hold an appropriate tax certificate from the Inland Revenue.

## Working Space

The Contractor shall take reasonable precautions to prevent operatives and Specialists from trespassing on adjoining owner’s property and any part of the premises which are not affected by the Works. If the execution of the Works requires that operatives must enter upon adjoining property, the necessary permission shall be obtained by the Contractor before carrying out the Works.

The Contractor shall confine his operations to the minimum area required for the execution of the Works.

The Contractor shall ensure that no permanent damage is caused to lawns, flower beds, plants, trees, pavings and verges during the progress of the Works.

Any damage caused shall be rectified at the Contractor’s expense and to the satisfaction of the Client Representative and relevant resident or private occupier.

## Working Hours

Normal working hours within a resident’s property shall be limited to between 8am and 6pm Monday to Friday, unless prior written agreement is obtained from the Client Representative. In addition to this, the Contractor is deemed to have allowed in his tender for providing up to 10% of all Orders to be carried out by appointment either between 6pm and 8am Monday-Friday, 8am and 1pm Saturday.

All overtime costs shall be the responsibility of the Contractor and shall be deemed to be included in the Contractor’s tendered rates and prices.

The Contractor is to note that work to supported housing/hostels/sheltered accommodation may be the subject of special timing and methods of working to meet the occupier’s requirements and access may have to be pre-arranged.

## Name Boards

The Contractor or any Specialist shall not display or permit to be displayed any name boards unless specifically requested by the Client.

## Use of the Site

The Contractor is not to use the site of any Works connected to the Term Programme for any other purpose other than the execution of its obligations under the Contract.

## Reinstate Site

The Contractor shall confine to as small an area as practicable any operations which may affect the surface of the site and reinstate the site after the Works are completed.

The Contractor will not be permitted to mix concrete, mortar etc. on hard paved areas without taking adequate precautions to prevent staining.

The Contractor will be held responsible for any damage to roads, paved areas, grassed areas, fencing and property, which may be used in the execution of the Works, or by trespass and will be required to make good any damage caused at his own expense and to the satisfaction of the Client Representative.

On completion of the Works, the Contractor shall clear away any temporary road, tracks, hardstandings, temporary buildings, temporary spoil heaps, skips, rubbish etc. and shall reinstate to its original condition all areas used for the same.

The Contractor shall make good and reinstate in working order any existing security system switched off, damaged or otherwise rendered inoperable by the Works.

## Approval to Siting

The Contractor shall obtain the approval of the Client Representative to the permanent siting of soil disposal and the temporary siting of materials, spoil, rubbish deposits, temporary buildings or containers, compounds and the like.

## Code of Conduct

The Client’s Health, Safety and Environment (HSE) Code of Conduct is included at Appendix B.

The co-operation and goodwill of the Residents is vital to the success of this Contract and the Contractor will be expected to co-operate with the Client and Residents’ Group where appropriate in liaison matters as necessary, and to adopt a polite and sympathetic attitude towards residents, their family or visitors and neighbours. The Contractor’s workforce will be expected to behave in a similar manner.

The Contractor’s workforce shall only carry out the Works specified on the Order or site instruction (including any variations implemented in accordance with this Contract). The Contractor’s workforce is not to discuss with the resident any matter in conflict with the ordered work or the Client generally. If the ordered work is incorrect and either no or other work is required then the matter shall be reported to the Client Representative immediately. The Contractor is not to offer advice or suggestions to the resident on any matters not included on the Order.

## Private Work

During the Term, the Contractor shall not carry out any ‘private’ works for any Resident without the Client’s prior approval.

## Alcohol

No alcohol is to be brought onto the site or any Client owned premises.

## Audio Equipment

The use of any audio equipment will not be permitted in or adjacent to occupied premises.

## Smoking

The Contractor will not allow his operatives to smoke in or adjacent to any of the Client’s premises including communal areas.

## Burning

The burning of surplus materials, rubbish etc. on the site is strictly forbidden.

## Pollution

The Contractor shall take all reasonable steps to prevent any pollution being caused by the execution of the Works, including streams and waterways. If pollution occurs, the Contractor is to inform the appropriate authorities and the Client Representative without delay and provide them with all the relevant information.

## Car Parking/Congestion and Emission Charges

The Contractor is not to park, or allow his employees or Specialists to illegally park, any vehicle upon the public and estate footpaths and firepaths. Parking is only permitted in authorised parking areas. Parking permits can be purchased by the Contractor from the Client and the tendered percentage adjustment to the Schedule of Rates is deemed to include for any such costs.

A maximum of 10 parking permits for “various” vehicles will be issued. All other parking permits issued must be to specific vehicle license registrations.

The Contractor is to pay for any parking fines and other infringement notices at its own expense.

The whole of RBKC or part(s) of are included within the Congestion Zone, Low Emissions Zone and the Ultra-Low Emissions Zone. These areas may attract additional vehicle charges depending on the type of vehicle(s) used, refer to Transport for London for further information. Diesel vehicles attract a surcharge within Islington where Pay and Display parking is used.

The Contractor is deemed to have allowed in his tendered adjustment to the Schedules of Rates for any parking, congestion or emission charges.

## Right to Buy/Right to Acquire

The Client reserves the right to withdraw Orders if the tenant has taken up his “Right to Buy”, “Right to Rent to Mortgage” and “Tenant’s Choice” options.

No charge shall be made by the Contractor(s) if an Order is withdrawn before work has commenced, or a property is found not to be in the ownership of the Client.

## Right to Repair

The Client Representative reserves the right to withdraw Orders if the resident has taken up his “Right to Repair” option.

Any additional cost incurred by the Client will be charged to the Contractor.

## Prohibited Materials

The Contractor shall not use nor shall he permit any Specialist to use any high alumina cement, wood wool slabs, asbestos, calcium chloride, sea-dredged aggregates or other substances or materials not in accordance with or against British Standards and/or Codes of Practice for the time being in force. Should any such substances or materials be incorporated into the Works, the Contractor is to ensure that they are removed forthwith at no cost to the Client and replaced with alternative substances or materials approved by the Client Representative.

The Contractor is to comply with the current COSHH (Control of Substances Hazardous to Health) regulations and throughout the Works, the Contractor will submit COSHH assessment sheets for materials to be used on the Contract to the Client Representative.

## Operation / Maintenance of the Finished Work

The Contractor shall provide copies of maintenance instructions and guarantees, register with manufacturer as necessary and hand over to the Client Representative on or before the completion of each Order

The Contractor will provide the Client Representative with a free copy of manufacturer’s maintenance / operation manuals for installed equipment. The Contractor shall also, where appropriate, give a full demonstration of how to use the system and operational controls to the appropriate person, Resident, Building Manager or Client’s representative.

## Temporary Repairs and Making Safe

The Contractor shall provide all necessary labour, materials, plant, tarpaulins etc. to make all necessary repairs and / or works to make safe any defects as and when required and to include for all subsequent removals, re-fitting and all making good as necessary. No additional charge will be made for this provision which is deemed allowed for in the tendered percentages.

## Temporary Water Disposal

The Contractor shall provide and maintain temporary gutters, channels, downpipes, drains and the like for the disposal of surface and other water where required in connection with any Works. These temporary works shall be altered, shifted and adapted from time to time as necessary. All temporary water disposal is to be to the approval of the Client Representative.

Where water is discharged into drains, a settling tank or other means of removing sediment is to be used.

## Expiry of Contract

Upon the expiry of the Term or following the termination of the Contract in accordance with the Conditions, the Contractor shall provide the Client with such information as it may reasonably require, as to staffing, plant, equipment, organisation or otherwise to enable the Client to procure a replacement contract or framework agreement.

The completion of the Term shall not affect the liability of the Contractor to execute and satisfactorily complete Orders already given to the Contractor prior the expiry of the Contract.

## NOT USED

## NOT USED

## NOT USED

## Clerk of Works

The Client shall be entitled to appoint a clerk of works whose duties shall be to act solely as inspector on behalf of the Client under the direction of the Client Representative’s and the Contractor shall afford every reasonable facility for the performance of that duty. Any directions given by the clerk of works to the Contractor or his foreman upon the works shall not be binding upon the Client or the Contractor unless confirmed electronically or in writing by the Client Representative.

## Deduction of Income Tax

For the purposes of the Finance (No 2) Act 1975 the Client at the date of tender is a Contractor. The Contractor shall comply with the relevant provisions of the Finance (No 2) Act 1975 and shall:

Not later than twenty-one days after being notified of the acceptance of his tender either:

* Provide the Client/Client Representative with evidence that he is entitled to be paid without these statutory deductions, or
* Inform the Client/Client Representative in writing that he is not entitled to be paid without the statutory deduction;

If the period for which the tax certificate has been issued to the Contractor expires before the end of the period of this Contract not later than twenty-eight days before the date of expiry thereof the Contractor shall either:

* Provide the Client/Client Representative with evidence that from the said date of expiry he is entitled to be paid for a further period without the Statutory deduction, or
* Inform Client/Client Representative in writing that he will not be entitled to be paid without the Statutory deduction after the said date of expiry.

The Contractor shall immediately inform the Client/Client Representative in writing if his current tax certificate is cancelled and give the date of such cancellation.

## NOT USED

## Advertising

Any advertising by the Contractor is to be agreed with the Client in advance of publication or display.

## Prevention of Fly Tipping

The Contractor shall ensure that no earth, soil, rubbish or other waste material removed from the site in connection with the said Works by the Contractor’s transport is deposited, dumped or fly-tipped in whole or in part in any lane, street or premises whatsoever in or outside the said Contract Area (except in the case of lawful disposal) without the previous consent in writing of the owner or occupier of the said land, street or premises.

The Contractor shall make his employees and any Specialist fully aware that dumping or fly-tipping in any form or place is strictly prohibited and would render the Contractor liable to prosecution. The Contractor shall produce whenever required, satisfactory evidence that each load carted away has been deposited only at an approved tip. The Contractor shall be responsible for the observance of this section by any Specialists employed in the execution of the Contract.

## Potentially Violent Residents

The Client has a system which notifies the Contractor of potentially violent Residents.

If and when Orders are issued to a property and a Resident of that property is known to the Client to be abusive or otherwise exhibit challenging behaviour, the Client may at its discretion include in the Order for the attendance of a second operative. The cost of this operative will be paid at the day works rate stated in the Price Framework with a minimum charge of 1 hour.

If the Contractor encounters a particularly difficult or a potentially violent situation, they must leave the site immediately and contact the Client Representative as soon as possible. All incidents must be reported to the Client Representative on forms IRIS (Islington Reporting Incident System) form or other as applicable and provided by the Client.

## Vulnerable Residents

The Contractor should be aware that some Residents are from vulnerable groups and will require extra consideration. The Client has a system which notifies the Contractor of vulnerable Residents.

On completion of each repair visit the Contractor will be expected to complete and return to the Client a short health and safety housing management questionnaire (expected to be no longer than five questions long). Costs related to the completion of this process will be included within (i.e. not in addition to) the cost of any repair job.

## Defects

The Contractor shall bring to the notice of the Client Representative, and confirm in writing, as soon as discovered:

(a) any defects or anomalies revealed or arising out of the Works which may affect any present or future Works or the wellbeing of any Resident;

(b) if any Works would, when completed, conceal a defect of the sort described to above. Should the Contractor fail to so notify the Client Representative, he will be liable for and indemnify the Client against any claims and additional cost suffered by the Client as a consequence of the said failure.

The Contractor will remove all materials and workmanship that are found not to comply with the Contract within five working days of being instructed by the Client Representative (in writing or electronically) to do so, save in the case of emergencies.

In the case of emergencies, the Contractor will make safe all materials and workmanship that are found not to comply with the Contract within two hours of being instructed by the Client Representative (electronically, in writing, or otherwise) to do so and, within five working days of the Client Representative’s instruction, replace the said materials and workmanship with materials and workmanship that satisfy the requirements of the Contract.

In cases where the Contractor neglects or refuses to comply with its any of its obligations under the Contract in respect of defects, the Client Representative may (without limiting the Client’s other rights and remedies) remove such materials and workmanship or any part thereof and replace the same with such other materials and workmanship as shall be satisfactory to the Client Representative. The Client will deduct all expenses thereby incurred or for which the Client may be liable, from the amount of any money which may be or become due to the Contractor or may recover the same from the Contractor.

The Contractor shall exercise great care at all times to prevent damage to the building structure, fittings and fixtures, furniture, equipment, finishes or the like and shall make good any damage caused by him at his own expense. Details of any such damage must be reported by the Contractor to the Client Representative.

The Contractor is not to discuss any defects with the Residents.

The Client will inform the Contractor of any existing warrantees to any properties. If the Contractor is required to carry out any work that may invalidate such warrantees, he will advise the Client prior to carrying out the work.

## Invoices, Receipts and Accounts

Upon the request of the Client Representative the Contractor will furnish the Client Representative with all invoices, receipts, accounts and other vouchers that may be required in connection with the Contract.

## Disbursements Arising from the Employment of Operatives

The Contractor shall allow for and make all payments for working rule agreements, holiday pay schemes, sick pay schemes, subsistence, travelling allowances, transport of operatives, National Insurance Acts, employment legislation, Redundancy Payments Acts and Industrial Training Acts and any additional costs arising out of the operation of any bonus or incentive schemes, together with all costs associated with general and specialist training required in support of their work.

The Contractor shall comply with the requirements of any national or local trade agreements operating in the area in which the Works are to be carried out.

## Labour Only Specialists

The Contractor shall not employ labour-only Specialists except with the express written consent of the Client and then only if the Specialist is in possession of the special certificate issued by the Inland Revenue under the provisions of the Finance (No.2) Act 1975.

## Contractor’s Premises

The Contractor shall at all times during the Term provide and maintain such premises as are necessary for the proper performance of the Works.

The Contractor shall maintain local premises as a base for providing the Works, which shall be permanently staffed during normal working hours.

## Sanitary and Welfare Accommodation

The Contractor is not to assume that they are able to use any Resident’s facilities without prior permission.

## Hot Work Permits

The Contractor is required to operate formal procedures for managing ‘hot work’. ‘Hot work’ includes the use of gas or electric welding or cutting apparatus, blow lamps, blow torches, grinding wheels and cutting discs, bitumen or tar boilers and any other work producing an intense localised heat, sparks or naked flame. Any hot working should cease one hour before the working day.

Suitable firefighting equipment shall be available at all times in work areas where hot work is taking place. When assessing risks for fire safety and emergencies the Contractor shall consider residents and members of the public.