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MTC 2016 Measured Term Contract 2016

2016 MEASURED TERM CONTRACT

Measured Term Contract (MTC)

Appropriate for use:

- by Employers who have a regular flow of maintenance and minor works, including improvements, to be carried out by a single contractor over a specified period of time and under a single contract;
- where the work is to be instructed from time to time and measured and valued on the basis of an agreed schedule of rates; and
- where a Contract Administrator is to administer the conditions.

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For details of 2016 Edition changes, see the Measured Term Contract Guide (MTC/G) and the Tracked Change Document.

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Agreement

This Agreement

is made the 18th September 20 23

Between

The Employer

Raven Housing Trust Limited

Place of incorporation: England and Wales

(Company No. IP30070R)^[1]

whose registered office is at Raven House, 29 Linkfield Lane, Redhill, Surrey. RH1 1SS

And

The Contractor

Gas Call Services Ltd

Place of incorporation: Scotland

(Company No. SC163066)^[1]

whose registered office is at 2 Queensile Court, Summerlee Street, Glasgow, G33 4DB

[1] Where the Employer or Contractor is neither a company incorporated under the Companies Acts nor a company registered under the laws of another country, delete the references to Company number and registered office. In the case of a company incorporated outside England and Wales, particulars of its place of incorporation should be inserted immediately before its Company number. As to execution by foreign companies and matters of jurisdiction, see the Measured Term Contract Guide.

Recitals

Whereas

First

the Employer requires maintenance and minor works to be carried out in:

The Employer requires the provision of high-quality gas servicing, maintenance and installation services to be carried out in properties and communal areas owned and/or managed by Raven. ('the Contract Area')
in accordance with the details set out or referred to in the Contract Particulars;

Second

the Contractor has offered to carry out the required works at specified rates or as otherwise determined in accordance with the Conditions and the Employer has accepted that offer;

Third

the Employer has appointed a Contract Administrator to issue Orders for the required works and carry out the functions ascribed to the Contract Administrator by the Conditions;

Fourth

the Contractor has supplied to the Employer the Contractor's safety policy complying with Statutory Requirements, a copy of which is annexed;

Fifth

whether any of Supplemental Provisions 1 to 6 apply is stated in the Contract Particulars;

Articles

Now it is hereby agreed as follows

Article 1 Contractor's obligations

The Contractor shall carry out all Orders that are placed with him during the Contract Period in accordance with the Contract Documents.

Article 2 Payment

The Employer shall pay the Contractor at the times and in the manner specified in the Conditions amounts calculated by reference to the Schedule of Rates identified in the Contract Particulars (item 12), adjusted and, if appropriate, revised as therein mentioned, or (where applicable and appropriate) calculated by reference to a Schedule of Hourly Charges (subject to items 13 and 14).

Article 3 Contract Administrator

For the purposes of this Contract the Contract Administrator is

Darren Franks

of

Raven Housing Trust, Raven House, 29 Linkfield Lane, Redhill, Surrey. RH1 1SS

or, if he ceases to be the Contract Administrator, such other person as the Employer nominates in accordance with clause 3.10 of the Conditions.

Article 4 Principal Designer

The Principal Designer for the purposes of the CDM Regulations is the Contract Administrator or such other person as the Employer at any time appoints to fulfil that role either in relation to all Orders or for specific Orders.

Article 5 Principal Contractor

The Principal Contractor for the purposes of the CDM Regulations is the Contractor or such other contractor as the Employer at any time appoints to fulfil that role either in relation to all Orders or for specific Orders.

Article 6 Adjudication

If any dispute or difference arises under this Contract, either Party may refer it to adjudication in accordance with clause 9.2.

Article 7 Arbitration

Where Article 7 applies^[2], then, subject to Article 6 and the exceptions set out below, any dispute or

[2] If it is intended, subject to the right of adjudication and exceptions stated in Article 7, that disputes or differences should be determined by arbitration and not by legal proceedings, the Contract Particulars **must** state that Article 7 and clauses 9.3 to 9.8 apply and the words "do

difference between the Parties of any kind whatsoever arising out of or in connection with this Contract shall be referred to arbitration in accordance with clauses 9.3 to 9.8 and the JCT 2016 edition of the [Construction Industry Model Arbitration Rules](#) (CIMAR). The exceptions to this Article 7 are:

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

Article 8

Legal proceedings^[2]

Subject to Article 6 and (where it applies) to Article 7, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

not apply" **must** be deleted. If the Parties wish any dispute or difference to be determined by the courts of another jurisdiction the appropriate amendment should be made to Article 8 (see also clause 1.7).

Contract Particulars

Note: An asterisk * indicates where selection has been or should have been made.

1 Properties and description of the types of work
(First Recital)

- 1.1 List of properties in the Contract Area in respect of which Orders may be issued:
- List of properties in the Contract Area in respect of which Orders may be issued:
At any of the properties owned and/or managed by the Client within its area of operation whether so owned and/or managed as at the date of this Contract or following the date of this Contract.
- 1.2 Description of the types of work for which Orders may be issued:^[3]
- Gas Servicing, Maintenance and Installation Services as further described in the Contract Documents.

2 Supplemental Provisions^[4]
(Fifth Recital and Schedule 1)

(Where neither entry against one of Supplemental Provisions 1 to 6 below is deleted, that Supplemental Provision applies.)

Supplemental Provision 1: Collaborative working
* applies

Supplemental Provision 2: Health and safety
* applies

Supplemental Provision 3: Cost savings and value improvements
* applies

Supplemental Provision 4: Sustainable development and environmental considerations
* applies

Supplemental Provision 5: Performance Indicators and monitoring
* applies

Supplemental Provision 6: Notification and negotiation of disputes
* applies

Where Supplemental Provision 6 applies, the respective nominees of the Parties are

Employer's nominee

Darren Franks

Contractor's nominee

[3] Where the National Schedule of Rates is to apply (see items 12.1 and 12.2 of the Contract Particulars) but some (or all) of the work is of a type for which it is appropriate to use as a basis for pricing a version of the National Schedule other than 'Building Works', the Parties, in addition to stating that in item 12.2, should make appropriate entries here (or in any separate document incorporated by reference here) indicating the types of work to which it is agreed that such alternative version of the National Schedule shall apply.

[4] Supplemental Provision 7 (Transparency) applies only where the Employer is a Local or Public Authority or other body to whom the Freedom of Information Act 2000 applies; Supplemental Provision 8 (The Public Contracts Regulations 2015) applies only where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations.

Jason Bartlett

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

3 Contract Period^[5]
(Article 1 and clause 7.1)

Subject to clause 7.1, the Contract Period will be Initial term of 3 year plus three additional annual extensions years

commencing on 1st October 2023

4 Arbitration
(Article 7)

(If neither entry is deleted, Article 7 and clauses 9.3 to 9.8 do not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it must be stated that Article 7 and clauses 9.3 to 9.8 apply.)^[6]

Article 7 and clauses 9.3 to 9.8 (Arbitration)
* apply

5 BIM Protocol
(Clause 1.1)

BIM Protocol (where applicable)
(State title, edition, date or other identifiers of the relevant documents.)

Not applicable

6 Orders – minimum and maximum value
(Clause 2.4)

Minimum value of any one Order to be issued

£0.00

(words Zero)

Maximum value of any one Order to be issued

£0

(words No Maximum Value)

7 Orders – value of work to be carried out
(Clause 2.5)

Approximate anticipated value of work to be carried out under this Contract

* £2,000,000 *(words Two Million Pounds)* per annum

[5] The period is envisaged as normally being at least one year.

[6] On factors to be taken into account by the Parties in considering whether disputes are to be determined by arbitration or by legal proceedings, see the Measured Term Contract Guide. See also footnote [2].

8 Orders – priority coding^[7]
(Clause 2.6)

As per the response times set out in the Contract Documents or such other time as may be notified by the Contract Administrator to the Contractor in respect of the same.

9 Construction Industry Scheme (CIS)
(Clause 4.2)

The Employer at the commencement of the Contract Period

* is a 'contractor'

for the purposes of the CIS

10 Payments
(Clauses 4.3, 4.4 and 4.5)

Estimated value of an Order above which progress payments can be applied for
(If none is stated, it is £2,500.)

£N/A

Valuation Dates

(If no date is stated, the Valuation Date is the last day of each month.)

The Valuation Date in each month is the

11th Day of the Month day of the month

11 Responsibility for measurement and valuation
(Clause 5.2)

(Unless one of the three options below is selected and, if relevant, an estimated value specified, the Contract Administrator shall measure and value all Orders.)

* The Contractor shall measure and value all Orders

12 Schedule of Rates
(Clauses 5.3, 5.6.1 and 5.6.2)

12.1 The Schedule of Rates is

* Pricing Document
(identify the Schedule of Rates to be used)

subject to adjustment of the rates listed in that Schedule by

* the addition

of the Adjustment Percentage, which is

* as set out in the following document Where not included in or annexed to the Schedule of Hourly Charges, the percentage additions to the invoice price of non-labour items are as follows:

Overheads and profit on Materials – included as part of the Service Provider's tendered percentage rate as set out in the Pricing Document (if any)

Overheads and profit on Plant, Services and Consumable Stores - included as part of the Service Provider's tendered percentage rate as set out in the Pricing

[7] To be completed if the Employer requires; as an example the code might be:
'A': response time to be 4 hours;
'B': to be commenced within 2 days;
'C': to be commenced within 14 days;
'D': to be commenced as agreed.

Document (if any)

Overheads and profit on Sub-Service Providers - included as part of the Service Provider's tendered percentage rate as set out in the Pricing Document (if any)

12.2 Not applicable

12.3 Rates – Fluctuations

Clause 5.6.1

(Unless 'applies' is deleted, the clause shall be deemed to apply.)

* does not apply

12.4 Basis and dates of revision

Not applicable

13 Daywork

(Clauses 5.4, 5.6.3 and 5.6.4)

13.1 Valuation – percentage additions

Where not included in or annexed to the Schedule of Hourly Charges, the percentage additions to the invoice price of non-labour items are as follows:

Overheads and profit on Materials

[] per cent

Overheads and profit on Plant, Services and Consumable Stores

[] per cent

Overheads and profit on Sub-Contractors

[] per cent

13.2 Revision of Schedule of Hourly Charges

Clause 5.6.3

(Unless 'applies' is deleted, the clause shall be deemed to apply.)

* does not apply

14 Overtime work

(Clause 5.7)

The percentage addition in respect of overheads and profit on non-productive overtime rates is
(Not applicable where an inclusive rate for such overtime is included in the Schedule of Hourly Charges)

N/A per cent

15 Insurance

(Clauses 6.4.1, 6.7, 6.8, 6.9 and 6.12)

15.1 Contractor's Public Liability insurance: injury to persons or property – the required level of cover is not less than

£5,000,000

for any one occurrence or series of occurrences arising out of one event

15.2 Percentage to cover professional fees

(If no other percentage is stated, it shall be 15 per cent.)

15% per cent

- 15.3 Insurance of existing structures – clause 6.7.1^[8]
(Unless otherwise stated, clause 6.7.1 applies. If it is not to apply, state the reference number and date or other identifier of the replacement document(s).)

- * applies
- * is replaced by the provisions of the following document(s)

[]
(the 'Clause 6.7.1 Replacement Schedule')

- 15.4 Insurance of work or supply comprised in Orders – clause 6.8
(If neither entry is deleted, the clause does not apply.)

- * applies
- * does not apply

- 15.5 Where clause 6.8 applies and cover is to be provided under the Contractor's annual policy, the annual renewal date is (as supplied by the Contractor)

[]

- 15.6 Terrorism Cover – details of the required cover
(Unless otherwise stated, Pool Re Cover is required.)

are set out in the following document(s)

16 Break Provisions – Employer or Contractor (Clause 7.1)

The period of notice, if less than 13 weeks, is

26 weeks

17 Settlement of Disputes (Clauses 9.2, 9.3 and 9.4.1)

Adjudication^[9]

The Adjudicator is

Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established)^[10]
(Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the bodies listed below selected by the Party requiring the reference to adjudication.)

- * The Royal Institution of Chartered Surveyors

Arbitration^[11]

[8] As to choice of applicable insurance provisions, see the Measured Term Contract Guide. In respect of existing structures, it is vital that any prospective Employer who is not familiar with clause 6.7 and the alternative solutions under clause 6.7.1 – in particular, any Employer who is a tenant – or an appropriate member of the Employer's professional team, should consult specialist insurance advisers prior to the tender stage. Any Employer who is a tenant should also consult his insuring landlord prior to that stage.

[9] The Parties should either name the Adjudicator and select the nominating body or, alternatively, select only the nominating body. The Adjudication Agreement (Adj) and the Adjudication Agreement (Named Adjudicator) (Adj/N) have been prepared by JCT for use when appointing an Adjudicator.

[10] Delete all but one of the nominating bodies asterisked.

[11] This only applies where the Contract Particulars state (against the reference to Article 7) that Article 7 and clauses 9.3 to 9.8 (*Arbitration*) apply.

Appointor of Arbitrator (and of any replacement)^[12]
(If no appointor is selected, the appointor shall be the President or a Vice-President of The Royal Institution of Chartered Surveyors.)

President or a Vice-President:

- * The Royal Institution of Chartered Surveyors

[12] Delete all but one of the bodies asterisked.

Attestation

Note on Execution

This Agreement should be executed by both the Employer and the Contractor either under hand or as a deed. As to factors relevant to that choice, see the Measured Term Contract Guide.

Execution under hand

If this Agreement is to be executed under hand, use the form set out on the following page. Each Party or his authorised representative should sign where indicated in the presence of a witness who should then sign and set out his name and address.

Execution as a Deed

If this Agreement is to be executed as a deed, each Party should use the relevant form marked 'Execution as a Deed' in accordance with the notes provided.

Other forms of Attestation

In cases where the forms of attestation set out are not appropriate, e.g. in the case of certain housing associations and partnerships or if a Party wishes an attorney to execute this Agreement on his behalf, the appropriate form(s) may be inserted in the vacant space opposite and/or below.

Notes on Execution as a Deed

- 1 For the purposes of execution as a deed, two forms are provided for execution, one for the Employer and the other for the Contractor. Each form provides four methods of execution, **(A)** to **(D)**, for use as appropriate. The full name of the Employer or Contractor (whether an individual, a company or other body) should be inserted where indicated at the commencement of the relevant form. This applies irrespective of the method used.
- 2 For public and private companies incorporated and registered under the Companies Acts, the three principal methods of execution as a deed are:
 - (A)** through signature by a Director and the Company Secretary or by two Directors;
 - (B)** by affixing the company's common seal in the presence of a Director and the *Company* Secretary or of two Directors or other duly authorised officers; or
 - (C)** signature by a single Director in the presence of a witness who attests the signature.

Methods **(A)** and **(C)** are available to public and private companies whether or not they have a common seal. (Method **(C)** was introduced by section 44(2)(b) of the Companies Act 2006.) Methods **(A)** and **(C)** are not available under companies legislation to local authorities or to certain other bodies corporate, e.g. bodies incorporated by letters patent or private Act of Parliament that are not registered under companies legislation and such bodies may only use method **(B)**.
- 3 Where method **(A)** is being used, delete the inappropriate words and insert in the spaces indicated the names of the two Directors, or of the Director and the Company Secretary, who are to sign.
- 4 If method **(B)** (affixing the common seal) is adopted in cases where either or both the authorised officers attesting its affixation are not themselves a Director or the *Company* Secretary, their respective office(s) should be substituted for the reference(s) to Director and/or to *Company* Secretary/Director. (In the case of execution by bodies that are not companies, the reference to "*Company*" under the second signature should be deleted where appropriate.)
- 5 Method **(C)** (execution by a single Director) has been introduced primarily, but not exclusively, for 'single officer' companies. The Director should sign where indicated in the presence of a witness who should then sign and set out his name and address.
- 6 Where the Employer or Contractor is an individual, he should use method **(D)** and sign where indicated in the presence of a witness who should then sign and set out his name and address.

Execution as a Deed

Executed as a Deed by the Employer

namely ¹ Raven Housing Trust Limited

(A) acting by a Director and the Company Secretary/two Directors **of the company** ^{2,3}

Natalie Flageul

(Print name of signatory)

N Flageul

Signature

Director

and

Mark Baker

(Print name of signatory)

M Baker

Signature

Company Secretary/Director

Note: The numbers on this page refer to the numbered paragraphs in the Notes on Execution as a Deed.

Execution as a Deed

Executed as a Deed by the Contractor

namely ¹ Gas Call Services Ltd

(A) acting by a Director and the Company Secretary/two Directors **of the company** ^{2,3}

shaun maclean

(Print name of signatory)

shaun maclean (Sep 15, 2023 15:30 GMT+1)

Signature

Director

and

Martin Holmes

(Print name of signatory)

Martin Holmes

Martin Holmes (Sep 15, 2023 16:08 GMT+1)

Signature

Company Secretary/Director

Note: The numbers on this page refer to the numbered paragraphs in the Notes on Execution as a Deed.

Conditions

Section 1 Definitions and Interpretation

1.1 Definitions

Unless the context otherwise requires or the Agreement or these Conditions specifically provide otherwise, the following words and phrases, where they appear in capitalised form in the Agreement or these Conditions, shall have the meanings stated or referred to below:

Adjudicator: an individual appointed under **clause 9.2** as the Adjudicator.

Adjustment Percentage: the percentage tendered by the Contractor on or off the rates listed in the Schedule of Rates and stated in the **Contract Particulars (item 12.1)** (which shall not apply to any valuation of an Order or a part of it as daywork).

Agreement: the Agreement to which these Conditions are annexed, including its Recitals, Articles and Contract Particulars.

All Risks Insurance: see **clause 6.6**.

Arbitrator: an individual appointed under **clause 9.4** as the Arbitrator.

Article: an article in the **Agreement**.

BIM Protocol: (where applicable) the document identified as such in the **Contract Particulars (item 5)**.

Business Day: any day which is not a Saturday, a Sunday or a Public Holiday.

CDM Regulations: the Construction (Design and Management) Regulations 2015.

Clause 6.7.1 Replacement Schedule: (where applicable) the insurance schedule and/or other documents identified as such in the **Contract Particulars (item 15.3)**.

Conditions: the clauses set out in sections 1 to 9 of these Conditions, together with and including Schedule 1 hereto.

Construction Industry Scheme (or 'CIS'): the current scheme under the Income and Corporation Taxes Act 1988.

Construction Phase Plan: the plan referred to in regulation 2 of the CDM Regulations, including any updates and revisions.

Contract Administrator: the person named in **Article 3** or any successor nominated or otherwise agreed under **clause 3.10**.

Contract Area: see the **First Recital**.

Contract Documents: the Agreement, these Conditions, the Schedule of Rates and (where applicable) the BIM Protocol.

Contract Particulars: the particulars in the **Agreement** and there described as such, as completed by the Parties.

Contract Period: subject to **clause 7.1**, the period stated in the **Contract Particulars (item 3)**.

Contractor: the person named as Contractor in the **Agreement**.

Contractor's Persons: the Contractor's employees and agents, all other persons employed or engaged in the execution of Orders or any part of them and any other person properly on the Site in

connection therewith, excluding the Contract Administrator, the Employer, Employer's Persons and any Statutory Undertaker.

Employer: the person named as Employer in the **Agreement**.

Employer's Persons: all persons employed, engaged or authorised by the Employer, excluding the Contractor, Contractor's Persons, the Contract Administrator and any Statutory Undertaker.

Excepted Risks: see **clause 6.6**.

Insolvent: see **clause 8.1**.

Interest Rate: a rate 5% per annum above the official bank rate of the Bank of England current at the date that a payment due under this Contract becomes overdue.

Joint Names Policy: see **clause 6.6**.

Local or Public Authority: a body that is a 'contracting authority' as defined by the PC Regulations.

National Schedule of Rates: the National Schedule of Rates (Building Works) and/or such alternative version of the [National Schedule of Rates](#) (published by NSR Management Ltd.) identified in the **Contract Particulars (item 12.2)**.

Order: the written description and/or drawings of any work and/or the supply of labour, plant, materials and/or goods to be carried out under this Contract on instructions from the Contract Administrator, including any Variation thereto.

Order Completion Date: see **clause 2.11**.

Parties: the Employer and the Contractor together.

Party: either the Employer or the Contractor.

PC Regulations: the Public Contracts Regulations 2015.

Principal Contractor: the Contractor or such other contractor as is either named in **Article 5** or appointed by the Employer in relation to any Order.

Principal Designer: the Contract Administrator or such other person as is either named in **Article 4** or appointed by the Employer in relation to any Order.

Public Holiday: Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday.^[13]

Recitals: the recitals in the **Agreement**.

Schedule of Hourly Charges: see **clause 5.4.1**.

Schedule of Rates: the schedule of rates identified in the **Contract Particulars (item 12)**, together with the preliminaries and specification preambles applicable to this Contract included in or annexed to it.

Scheme: Part 1 of the Schedule to The Scheme for Construction Contracts (England and Wales) Regulations 1998.

Site: the building(s) and/or land within the Contract Area to which an Order relates.

Site Materials: all unfixed materials and goods delivered to and placed on or adjacent to a Site which are intended for incorporation in the work under an Order relating to that Site.

Specified Perils: see **clause 6.6**.

Statutory Requirements: any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law which affects the work in any Order or performance of any obligations under this Contract and any regulation or bye-law of any local authority or statutory undertaker which has any jurisdiction with regard to that work or with whose systems the work is, or is to be, connected.

[13] Amend as necessary if different Public Holidays are applicable.

Statutory Undertaker: any local authority or statutory undertaker where executing work solely in pursuance of its statutory obligations, including any persons employed, engaged or authorised by it upon or in connection with that work.

Terrorism Cover: see **clause 6.6**.

Valuation Date: each date as specified by the **Contract Particulars (item 10)**.

Variation: see **clause 5.1**.

VAT: Value Added Tax.

Works Insurance Policy: the Joint Names Policy or policies covering the work or supply comprised in Orders to be effected and maintained under clause 6.7.2 or 6.8.

1.2 Agreement etc. to be read as a whole

The Agreement and these Conditions are to be read as a whole. Nothing contained in any other Contract Document or in any drawing or specification issued as part of an Order shall override or modify the Agreement or these Conditions.

1.3 Headings, references to persons, legislation etc.

In the Agreement and these Conditions, unless the context otherwise requires:

- 1.3.1 the headings, notes and footnotes are included for convenience only and shall not affect the interpretation of this Contract;
- 1.3.2 the singular includes the plural and vice versa;
- 1.3.3 a gender includes any other gender;
- 1.3.4 a reference to a 'person' includes any individual, firm, partnership, company and any other body corporate;
- 1.3.5 a reference to a statute, statutory instrument or other subordinate legislation ('legislation') is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification, and including corresponding legislation in any other relevant part of the United Kingdom; and
- 1.3.6 references to documents shall, where there is a BIM Protocol or other protocol relating to the supply of documents or information, be deemed to include information in a form or medium conforming to that protocol.

1.4 Reckoning periods of days

Where under this Contract an act is required to be done within a specified period of days after or from a specified date, the period shall begin immediately after that date. Where the period would include a day which is a Public Holiday that day shall be excluded.

1.5 Contracts (Rights of Third Parties) Act 1999

Notwithstanding any other provision of this Contract, nothing in this Contract confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

1.6 Notices and other communications

- 1.6.1 Each Order, notice, instruction or other communication referred to in the Agreement or these Conditions shall be in writing.
- 1.6.2 Unless otherwise stated in these Conditions, any notice or other communication under this Contract may be given to or served on the recipient by any effective means at the address specified in the Agreement or such other address as he shall notify to the other Party. If no address is then current, the notice or other communication shall be treated as effectively given or served if addressed and sent by pre-paid post to the recipient's last known principal business address or (where a body corporate) its registered or principal office.

1.7 Applicable law

This Contract shall be governed by and construed in accordance with the law of England.^[14]

[14] Where the Parties do not wish the law applicable to this Contract to be the law of England appropriate amendments should be made.

Section 2 Carrying out Work

2.1 Contractor's obligations

On receipt of an Order the Contractor shall carry it out in a proper and workmanlike manner and in accordance with the Contract Administrator's instructions, the Contract Documents, the Construction Phase Plan and Statutory Requirements, and shall give all notices required by the Statutory Requirements.

2.2 Materials, goods and workmanship

2.2.1 The Contractor in carrying out each Order shall use materials, goods and workmanship of the quality and standards specified in the Order or, if not so specified, as specified in the Schedule of Rates.

2.2.2 Insofar as the quality of materials or goods or of the standards of workmanship are stated to be a matter for the Contract Administrator's approval, such quality and standards shall be to his reasonable satisfaction.

2.2.3 To the extent that the quality of materials and goods or standards of workmanship are not described in the Order or Schedule of Rates nor stated to be a matter for such approval or satisfaction, they shall be of a standard appropriate to the relevant work.

2.2.4 For the purposes of carrying out each Order the Contractor, subject to clause 2.3.1.2, shall:

2.2.4.1 provide all the labour, materials and goods necessary;

2.2.4.2 provide, unless otherwise stated in the Contract Documents, the requisite plant and equipment for the proper execution of all Orders, including scaffolding, tackle, machinery, tools or other appliances and everything necessary for the use of his workmen and shall be responsible for carrying them to the place where they are required, for any necessary erection and for subsequent removal;

2.2.4.3 provide all items necessary to comply with the Statutory Requirements in respect of safety, health and welfare,

and for the purposes of this Contract shall take all reasonable steps to encourage Contractor's Persons to be registered cardholders under the [Construction Skills Certification Scheme](#) (CSCS) or qualified under an equivalent recognised qualification scheme.

2.3 Rights of Employer

2.3.1 The Employer reserves the right:

2.3.1.1 to place orders for similar work with other contractors or his own labour within the Contract Area;

2.3.1.2 to supply any of the materials, goods or plant and equipment necessary for the carrying out of any Order.

2.3.2 Materials and goods supplied by the Employer under clause 2.3.1.2 shall remain the property of the Employer and shall be used by the Contractor for the carrying out of an Order and for no other purpose and the Contractor shall be responsible for their safe storage whilst on the Site. Any such materials or goods not required for the carrying out of an Order shall, on completion of the Order or on the termination of the Contractor's employment, whichever first occurs, be disposed of or dispatched by the Contractor as directed by the Contract Administrator; the cost of such disposal or dispatch shall be certified by the Contract Administrator for payment by the Employer under clause 4.6.

2.3.3 The Contractor shall give a receipt for any materials or goods handed over to him by the Contract Administrator and shall obtain a receipt for any returned.

- 2.3.4 The Contractor shall be responsible for the safe storage of any plant and equipment supplied for him by the Employer under clause 2.3.1.2 and shall return such plant and equipment to the Contract Administrator at the Site on completion of the Order for which it is supplied or on termination of the Contractor's employment, whichever first occurs. The Contractor shall give a receipt for such plant and equipment and obtain a receipt from the Contract Administrator on its return.
- 2.3.5 The Employer shall notify the Contractor of the then current value of any materials or goods or usage of plant supplied under this clause 2.3 and the Contractor shall be entitled to a handling charge of 5% on that value. The Adjustment Percentage shall not be applied to that charge.
- 2.3.6 Materials and goods supplied by the Employer for any Order shall be of the respective kinds described in the Schedule of Rates; the Contractor shall not be liable for any loss or damage resulting from failure of such materials or goods to conform with this clause 2.3.6.

2.4 Size and duration of Orders

Unless otherwise agreed between the Contractor and the Contract Administrator, Orders shall be of a size consistent with the Contract Particulars (item 6) and shall be reasonably capable of being carried out within the Contract Period.

2.5 Value of work to be carried out under this Contract

With regard to the anticipated value of work as stated in the Contract Particulars (item 7), the Employer gives no warranty or undertaking as to the actual amount of work that will be ordered and no variance in the actual value of work ordered shall give rise to a change in any rate, price or percentage adjustment.

2.6 Orders – completion

Unless covered by a priority coding referred to in the Contract Particulars (item 8), each Order shall state a commencement date and a reasonable date for its completion and, subject to clause 2.10.2, the Contractor shall complete each Order by that completion date.

2.7 Programme

Where the Contract Administrator requests, the Contractor, without charge to the Employer, shall provide the Contract Administrator with a programme for carrying out the Orders identified by the Contract Administrator in his request and, within a reasonable time after the issue of a Variation, with amendments and revisions to that programme to take account of the Variation. Nothing in the programme or in any amendment or revision of it shall impose any obligations beyond those imposed by the Contract Documents.

2.8 Divergences from Statutory Requirements

- 2.8.1 If the Contractor becomes aware of any divergence between the Statutory Requirements and either an Order or a Variation, he shall immediately give to the Contract Administrator a notice specifying the divergence.
- 2.8.2 Provided the Contractor is not in breach of clause 2.8.1, the Contractor shall not be liable under this Contract if the work comprised in an Order does not comply with the Statutory Requirements to the extent that the non-compliance results from the Contractor having carried out work in accordance with the Order or with any instruction requiring a Variation.

2.9 Fees or charges

The Contractor shall pay all fees and charges (including any rates or taxes) legally demandable under any of the Statutory Requirements in respect of an Order. The Contractor shall be reimbursed for payment of such fees and charges to the extent that they are not included in the rates or prices in the Schedule of Rates.

2.10 Extension of time

- 2.10.1 The Contractor shall forthwith give notice to the Contract Administrator of any matter which is causing or is likely to cause delay in the completion of an Order beyond the date stated for its completion but shall constantly use his best endeavours to carry out each Order by the stated date.

- 2.10.2 If the Contractor is unable to complete an Order by its stated date for completion, due to a suspension by the Contractor of the performance of his obligations under this Contract pursuant to clause 4.7 or for reasons beyond his control (including compliance with any instruction of the Contract Administrator that does not arise from the Contractor's default), the Contract Administrator shall fix such later date for completion as may be fair and reasonable and notify the Parties accordingly. Provided the Order when issued complied with clause 2.4, the Contractor shall not be relieved of his obligations to complete the Order by the later date so fixed by reason of that later date being outside the Contract Period.

2.11 Order Completion Date

- 2.11.1 The Contractor shall notify the Contract Administrator the date when in his opinion an Order has been completed and/or supplied in accordance with this Contract. If the Contract Administrator does not dissent by notice, giving reasons, within 14 days of receipt of the Contractor's notice, the date so notified shall for all the purposes of this Contract be the date when the Order was completed and/or supplied in accordance with this Contract (the 'Order Completion Date').
- 2.11.2 If the Contract Administrator dissents, then, as soon as he is satisfied that the Order has been duly completed and/or supplied, he shall as soon as practicable notify the Contractor and, unless otherwise agreed or determined in accordance with the dispute resolution procedures of this Contract, the Order Completion Date shall be the date stated in the Contract Administrator's notice.

2.12 Defects

Any defects, shrinkages or other faults which appear within 6 months of the Order Completion Date and which are due to materials or workmanship not in accordance with this Contract, shall be made good by the Contractor at no cost to the Employer.

Section 3 Control of Work

3.1 Assignment

Neither the Employer nor the Contractor shall, without the consent of the other, assign this Contract or any rights thereunder.

3.2 Sub-contracting

The Contractor shall not without the prior consent of the Contract Administrator sub-contract any Order or part of an Order. Such consent shall not be unreasonably delayed or withheld and shall apply to all Orders except to the extent otherwise stated in that consent. Where considered appropriate, the Contractor shall engage the Sub-Contractor using the JCT Short Form of Sub-Contract.

3.3 Contractor's representative

The Contractor shall employ a competent Contractor's representative and any Orders or Variations given to him by the Contract Administrator shall be deemed to have been issued to the Contractor.

3.4 Access to the Site

3.4.1 Except to the extent that the Schedule of Rates otherwise provides, access to the Site shall be arranged by, and in accordance with instructions of, the Contract Administrator who, where the Site is occupied, shall also be responsible for ensuring that the occupier removes such fixtures, fittings or other items as are necessary to enable the Contractor to carry out the Order and does not otherwise unreasonably prevent or impede the Contractor from carrying out such Order.

3.4.2 If the Contractor is unable to gain access to the Site in accordance with the Contract Administrator's instructions or, having been granted access to an occupied Site, cannot reasonably carry out the Order by reason of the Contract Administrator's or occupier's non-compliance with clause 3.4.1, he shall forthwith notify the Contract Administrator; the time necessarily spent unproductively by the Contractor in consequence shall be assessed or recorded and valued as daywork under clause 5.4.1, and clause 5.4.2 shall apply so far as relevant.

3.4.3 To the extent that clauses 3.4.1 and 3.4.2 do not apply because the Schedule of Rates provides otherwise, the Contractor shall comply with the access provisions of that Schedule.

3.5 Variations

3.5.1 The Contract Administrator may from time to time require Variations, through instructions and/or the issue of further drawings, details, directions and/or explanations.

3.5.2 The Contractor shall not make any alteration in, addition to or omission from the work and/or supply comprised in any Order except as required under clause 3.5.1. If the Contractor carries out a Variation otherwise than pursuant to an instruction or other requirement of the Contract Administrator, the Contract Administrator may sanction it.

3.5.3 No Variation required by the Contract Administrator or subsequently sanctioned by him shall invalidate the Order or vitiate this Contract.

3.5.4 The value of any Variation issued or sanctioned by the Contract Administrator shall be ascertained in accordance with section 5 and, as soon as ascertained in whole or in part, the ascertained amount shall be included in the estimated value of the relevant Order for the purposes of clause 4.3 (progress payments) and in the valuation of it for the purposes of clause 4.4 or 4.5 (final payment).

3.6 Cancellation of an Order

3.6.1 The Contract Administrator may cancel any Order.

3.6.2 On the cancellation of an Order:

3.6.2.1 the Contract Administrator shall value and certify, in accordance with clause 4.4, for payment by the Employer under that clause, any work or supply which in his opinion has been properly carried out or made by the Contractor against that Order, taking into account any amounts previously certified in respect of it; and

3.6.2.2 the Employer shall reimburse the Contractor such additional direct costs as may reasonably have been incurred by the Contractor as a result.

3.7 Exclusion from the Site

The Contract Administrator may (but shall not unreasonably or vexatiously) issue instructions requiring the exclusion from the Site of any person employed thereon.

3.8 Non-compliance with instructions

If within 7 days after receipt of a notice from the Contract Administrator requiring compliance with a Contract Administrator's instruction the Contractor does not comply, the Employer may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to that instruction. The Contractor shall be liable for all additional costs incurred by the Employer in connection with such employment and such costs may be withheld or deducted by the Employer from any monies due or to become due to the Contractor under this Contract or shall be recoverable from the Contractor as a debt.

3.9 CDM Regulations

Each Party undertakes to the other that in relation to each Order and Site he will duly comply with applicable CDM Regulations. In particular but without limitation:

3.9.1 the Employer shall in each case ensure that the Principal Designer carries out his duties and, where the Contractor is not the Principal Contractor, shall ensure that the Principal Contractor carries out his duties under those regulations;

3.9.2 the Contractor shall comply with regulations 8 and 15 and, where he is the Principal Contractor, with regulations 12 to 14;^[15]

3.9.3 whether or not the Contractor is the Principal Contractor, compliance by the Contractor with his duties under the regulations, including any such directions as are referred to in regulation 15(3), shall be at no cost to the Employer and shall not entitle the Contractor to an extension of time;

3.9.4 if the Employer appoints any other person as the Principal Designer or Principal Contractor either in relation to all Orders or for specific Orders, the Employer shall immediately upon that appointment notify the Contractor with details of the new appointee.

3.10 Replacement of Contract Administrator

If the Contract Administrator at any time ceases to hold that post for the purposes of this Contract, the Employer shall as soon as reasonably practicable, and in any event within 14 days of the cessation, nominate a replacement. No replacement Contract Administrator appointed for this Contract shall be entitled to disregard or overrule any certificate, opinion, decision, approval or instruction given or expressed by any predecessor in that post, save to the extent that that predecessor if still in the post would then have had power under this Contract to do so.

[15] Where the Employer is a domestic client, as defined in regulation 2, the Principal Contractor may also be responsible for carrying out certain of the client's duties under regulations 4, 6 and 8.

Section 4 Payment

4.1 VAT

Sums certified for payment are exclusive of VAT and in relation to each payment to the Contractor under this Contract, the Employer shall in addition pay the amount of any VAT properly chargeable in respect of it.

4.2 Construction Industry Scheme (CIS)

Where it is stated in the Contract Particulars (item 9) that the Employer is a 'contractor' for the purposes of the Construction Industry Scheme (CIS) or if at any time up to the final payment in respect of the last Order outstanding under this Contract the Employer becomes such a 'contractor', his obligation to make any payment under this Contract is subject to the provisions of the CIS.

4.3 Progress payments

4.3.1 Where at the date of issue of an Order or of any Variation to it (after adjustment for the effects of any relevant Variations):

4.3.1.1 the value of the Order is estimated by the Contract Administrator to exceed the amount stated in the Contract Particulars (item 10); and/or

4.3.1.2 the duration of the work comprised in that Order is estimated to be 45 days or more

the Contractor may not later than each subsequent Valuation Date make an application to the Contract Administrator for a progress payment of the amount he considers due for the work carried out or supplies made pursuant to the Order calculated as at the relevant Valuation Date. The application shall state the basis on which that sum has been calculated and shall be accompanied by such further information as may be specified in the Contract Documents.

4.3.2 The due date for a progress payment shall in each case be the date 7 days after the relevant Valuation Date.

4.3.3 Where an application is made in accordance with clause 4.3.1, the Contract Administrator shall not later than 5 days after the due date issue a certificate, stating the sum that he considers to be, or to have been, due to the Contractor at the due date in respect of the progress payment, after taking into account any amounts previously certified and (where relevant) any sums paid under clause 4.6.3 in respect of any application made after the issue of the latest certificate. The certificate shall state the basis on which that sum has been calculated.

4.4 Final payment where Contract Administrator measures and values Orders

Where the Contract Administrator is to value an Order pursuant to clause 5.2:

4.4.1 the due date shall be 28 days after the Order Completion Date or, for Orders where progress payments are to be made, 51 days after the Order Completion Date;

4.4.2 the Contract Administrator shall not later than 5 days after the relevant due date issue a certificate stating as the sum due the total amount that he considers to be or have been due to the Contractor under these Conditions in respect of the completed Order, less any amounts previously certified in respect of it under clause 4.3.3 and (where relevant) any sums paid in respect of any such application as is mentioned in clause 4.3.3, and stating the basis on which the sum has been calculated;

4.4.3 if the Contract Administrator does not issue a certificate in respect of the Order in accordance with clause 4.4.2 within 33 days of the Order Completion Date or, for Orders where progress payments are to be made, within 56 days of the Order Completion Date, the Contractor may make an application stating the sum that he considers will or has become due to him in respect of the Order and the basis on which that sum has been calculated.

4.5 Final payment where Contractor measures and values Orders

Where the Contractor is to value an Order pursuant to clause 5.2:

- 4.5.1 the Contractor shall following the Order Completion Date make an application to the Contract Administrator in respect of the completed Order, stating the sum that the Contractor considers will become due to him on the due date in respect of the Order and the basis on which that sum has been calculated, accompanied by such further information as may be specified in the Contract Documents;
- 4.5.2 the due date for payment in respect of the completed Order shall be the date 7 days after the next monthly Valuation Date following receipt by the Contract Administrator of the Contractor's application. Not later than 5 days after the due date the Contract Administrator shall issue a certificate stating the sum that he considers to be due to the Contractor in respect of the completed Order, after taking into account any amounts previously certified in respect of the Order, and the basis on which that sum has been calculated;
- 4.5.3 if the Contractor fails to make an application in accordance with clause 4.5.1 within 56 days after the Order Completion Date, the Contract Administrator may at any time give the Contractor notice that, unless the Contractor makes an application within a period of 28 days after the date of issue of the notice, the Contract Administrator will arrange for the measurement and valuation of the work and/or supply comprising the Order;
- 4.5.4 if the Contractor fails to make an application within the period of notice given under clause 4.5.3:
 - 4.5.4.1 the Contract Administrator shall arrange for measurement and valuation of the Order;
 - 4.5.4.2 the due date shall be 35 days from the date of expiry of the notice period; and
 - 4.5.4.3 the Contract Administrator shall not later than 5 days after the due date issue a certificate in accordance with clause 4.5.2 but, in addition to deducting any amounts previously certified in respect of the Order, shall also be entitled to deduct the amount of the costs reasonably and properly incurred by or on behalf of the Employer in respect of the measurement and valuation;
- 4.5.5 if clause 4.5.4 applies but the Contract Administrator fails to issue a certificate as required by clause 4.5.4.3, the Contractor may at any time after the expiry of the 5 day period referred to in clause 4.5.4.3 make an application giving the details required by clause 4.5.1.

4.6 Payments – final date and amount

- 4.6.1 Subject to clause 4.6.4, the final date for payment of each payment under clauses 4.3 to 4.5 shall be 14 days from its due date.
- 4.6.2 Subject to any notice given by the Employer under clause 4.6.5, the Employer shall pay the sum stated as due in the relevant certificate on or before the final date for payment.
- 4.6.3 If a certificate is not issued in accordance with clause 4.3.3, 4.4.2, 4.5.2 or 4.5.4, the Employer shall, subject to any notice given under clause 4.6.5, pay the Contractor the sum stated as due in the application.
- 4.6.4 Where an application is made by the Contractor in the circumstances mentioned in clause 4.4.3 or 4.5.5, the final date for payment of the sum specified in it shall for all purposes be regarded as postponed by the same number of days after the last date for issue of the certificate referred to in clause 4.4.2 or 4.5.4.3 that the application is made but notice by the Employer under clause 4.6.5 may not be given prior to the application being made.
- 4.6.5 Where the Employer intends to pay less than the sum stated as due from him in the certificate or application, he shall not later than 5 days before the final date for payment give the Contractor notice of that intention specifying the sum he considers to be due to the Contractor at the date the notice is given and the basis on which that sum has been calculated. Where such notice is given, the payment to be made on or before the final date for payment shall not be less than the amount stated as due in the notice.
- 4.6.6 If the Employer fails to pay a sum, or any part of it, due to the Contractor under these Conditions by its final date for payment, the Employer shall, in addition to any unpaid amount that should properly have been paid, pay the Contractor simple interest on that

amount at the Interest Rate for the period from the final date for payment until payment is made.

- 4.6.7 Any such unpaid amount and any interest under clause 4.6.6 shall be recoverable as a debt. Acceptance of a payment of interest shall not in any circumstances be construed as a waiver either of the Contractor's right to proper payment of the principal amount due, to suspend performance under clause 4.7 or to terminate his employment under section 8.
- 4.6.8 A notice to be given by the Employer under clause 4.6.5 may be given on his behalf by the Contract Administrator or by any other person who the Employer notifies the Contractor as being authorised to do so.
- 4.6.9 In relation to the requirements for the issue of certificates and the giving of notices under section 4, it is immaterial that the amount then considered to be due may be zero.

4.7 Contractor's right of suspension

- 4.7.1 If the Employer fails to pay a sum payable to the Contractor in accordance with clause 4.6 (together with any VAT properly chargeable in respect of that payment) by the final date for payment and the failure continues for 7 days after the Contractor has given notice to the Employer, with a copy to the Contract Administrator, of his intention to suspend the performance of his obligations under this Contract and the grounds for such suspension, the Contractor, without affecting his other rights and remedies, may suspend performance of any or all of those obligations until payment is made in full.
- 4.7.2 Where the Contractor exercises his right of suspension under clause 4.7.1, he shall be entitled to a reasonable amount in respect of costs and expenses reasonably incurred by him as a result of exercising the right.
- 4.7.3 Applications in respect of any such costs and expenses shall be made to the Contract Administrator and the Contractor shall with his application or on request submit such details of them as are reasonably necessary for ascertaining the amount in question. When ascertained or agreed, the amount shall be included in the next certificate.

Section 5 Measurement and Valuation

5.1 Definition of Variations

The term 'Variation' means:

- 5.1.1 the alteration or modification of the design, quality or quantity of work or supply comprised in an Order;
- 5.1.2 any other addition to, omission from or alteration of any Order; or
- 5.1.3 the removal of any inconsistencies in or between any documents included in an Order.

5.2 Measurement and Valuation – responsibility

Unless otherwise agreed by the Contract Administrator and the Contractor, all work carried out pursuant to an Order (including any Variations required by the Contract Administrator or subsequently sanctioned by him) shall be valued in accordance with clauses 5.3 to 5.8. Such valuation of an Order shall be undertaken by whichever of them is designated in the Contract Particulars (item 11).

5.3 Valuation – measurement

- 5.3.1 Subject to clauses 2.3.5, 5.4.1 and 5.5 the valuation of an Order shall be ascertained by measurement and valuation in accordance with the principles of measurement and the rates or prices in the Schedule of Rates applicable at the date of the Order, insofar as such rates or prices apply, subject to adjustment by the Adjustment Percentage.
- 5.3.2 Where the Contract Administrator is to undertake measurement of an Order, he shall give the Contractor an opportunity to be present at the time of such measurement and to take such notes and measurements as the Contractor may require.

5.4 Valuation – daywork

- 5.4.1 Where in the Contract Administrator's opinion the appropriate basis for valuation of an Order or part of an Order is daywork, the direct labour element shall be calculated in accordance with the all-in labour rates (inclusive of incidental costs, overheads and profit) set out in the Schedule of Hourly Charges annexed to this Contract, with related charges being calculated in accordance with that Schedule and/or the Contract Particulars^[16].
- 5.4.2 The Contractor shall give to the Contract Administrator reasonable prior notice of the commencement of any work (or supply of labour and/or materials) which he considers should be carried out as daywork and not later than 7 Business Days after the work has been executed the Contractor shall deliver to the Contract Administrator for verification return(s) in the form required by the Contract Administrator specifying the time spent daily upon the work, the workmen's names, and the plant, materials and other items employed. A copy of the returns, if approved by the Contract Administrator, shall be returned to the Contractor.

5.5 Derived rates

- 5.5.1 Where the rates or prices in the Schedule of Rates do not apply or where there is no applicable all-in labour rate in the Schedule of Hourly Charges, as the case may be, the value shall be based upon such rates or prices as may fairly be deduced therefrom, rates and prices deduced from the Schedule of Rates being subject to adjustment by the Adjustment Percentage.
- 5.5.2 If it is not practicable or would not be fair and reasonable to apply the rates or prices in the Schedule of Rates or Schedule of Hourly Charges or to deduce rates or prices therefrom, the value shall be agreed between the Parties, failing which it shall be ascertained on a fair

[16] In addition to the inclusive labour rates set out in the Schedule of Hourly Charges, this Contract envisages that that Schedule, alone or in combination with the Contract Particulars, will set out the basis of charging for any daywork sub-contracted and will provide for any percentage or other handling charges that are to be added to the cost of materials, goods, plant, services, consumables and (if appropriate) sub-contract work supplied.

and reasonable basis by the Contract Administrator after consultation with the Contractor.

5.6 Rates – Fluctuations

- 5.6.1 Unless it is stated in the Contract Particulars (item 12.3) that this clause 5.6.1 does not apply:
- 5.6.1.1 where the Schedule of Rates is the National Schedule of Rates, the rates in that Schedule current at the commencement of the Contract Period will apply to the valuation of Orders issued prior to the next following 1 August and subsequently the update for those rates at 1 August in each year will apply to Orders issued on or after 1 August; or
- 5.6.1.2 where the Schedule of Rates is not the National Schedule of Rates, the basis on which and the dates as at which the rates in that Schedule are to be revised during the Contract Period shall be those stated or referred to in the Contract Particulars (item 12.4).
- 5.6.2 If it is stated in the Contract Particulars that clause 5.6.1 does not apply or, where the Schedule of Rates is not the National Schedule of Rates, if there is no identified basis for revision as referred to in clause 5.6.1.2, the rates given in the Schedule of Rates current at the commencement of the Contract Period shall remain fixed for all Orders.
- 5.6.3 Unless it is stated in the Contract Particulars (item 13.2) that this clause 5.6.3 does not apply, the all-in labour rates set out in the Schedule of Hourly Charges shall be revised at 1 August in each year, or such other annual revision date as is stated in that item, in accordance with the basis (if any) set out in that Schedule or identified in the Contract Particulars or, if none, in accordance with clause 5.6.5.
- 5.6.4 Whether or not clause 5.6.3 applies, any all-in hourly rate deduced or fixed under clause 5.5 shall be revised on such revision date (if any) as is fixed for revision of the relevant Schedule or, if none is fixed, as at 1 August in each year.
- 5.6.5 In the absence of any express basis for revision where clause 5.6.3 applies or in the case of revision under clause 5.6.4, the revised rates shall be agreed between the Contractor and the Contract Administrator or, failing agreement, determined by the Contract Administrator on a fair and reasonable basis.

5.7 Overtime work

- 5.7.1 For the purposes of this clause 5.7:
- 5.7.1.1 'overtime' means time worked in addition to 'normal working hours' as defined in the rules or decisions of the Construction Industry Joint Council or other wage-fixing body applicable to the work comprised in the Order, as promulgated at the date of the Order; and
- 5.7.1.2 'non-productive overtime rates' means the net amounts, in excess of the rates paid for work in normal working hours, which are to be paid for overtime in accordance with the rules or decisions mentioned above as promulgated at the date of the Order.
- 5.7.2 Where overtime work for an Order is specifically directed by the Contract Administrator, unless an all-in non-productive overtime rate is included in the Schedule of Hourly Charges, the Contractor, in addition to the amount otherwise due under this section 5 in respect of the valuation of the Order, shall be paid the amount of the non-productive overtime rates paid by the Contractor, adjusted by the percentage set out in the Contract Particulars (item 14).
- 5.7.3 No payment shall be due under clause 5.7.2 unless the Contractor has submitted to the Contract Administrator returns, in a format directed by the Contract Administrator or as provided in the preliminaries in the Schedule of Rates, stating the amount of overtime worked in accordance with the directions referred to in clause 5.7.2 and the amount of the non-productive overtime rates paid by the Contractor. A copy of those returns, if approved, shall be certified by the Contract Administrator and returned to the Contractor.

5.8 Interruption of work – unproductive costs

If, while carrying out the work comprised in any Order, the Contractor is required by the Contract

Administrator during normal working hours (as referred to in clause 5.7.1) to interrupt such work and to carry out other work in priority to that comprised in the Order, any agreed lost time or other unproductive costs shall be valued as daywork under clause 5.4.1, and clause 5.4.2 shall apply so far as relevant.

Section 6 Injury, Damage and Insurance

6.1 Contractor's liability – personal injury or death

The Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or the death of any person arising out of or in the course of or caused by the carrying out of an Order, except to the extent that the same is due to any act or neglect of the Employer, any Employer's Person or any Statutory Undertaker.

6.2 Contractor's liability – loss, injury or damage to property

Subject to clause 6.3, the Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings in respect of any loss, injury or damage whatsoever to any property real or personal in so far as such loss, injury or damage arises out of or in the course of or by reason of the carrying out of an Order and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Contractor or any Contractor's Person.

6.3 Loss or damage to existing structures or their contents

6.3.1 Where clause 6.7.1 applies, the Contractor's liability and indemnity under clause 6.2 excludes any loss or damage to existing structures or to any of their contents required to be insured under clause 6.7 that is caused by any of the risks or perils required or agreed to be insured against under that clause.

6.3.2 The exclusion in clause 6.3.1 shall apply notwithstanding that the loss or damage is or may be due in whole or in part to the negligence, breach of statutory duty, omission or default of the Contractor or any Contractor's Person.

6.3.3 Where a Clause 6.7.1 Replacement Schedule applies in lieu of clause 6.7.1, the Contractor's liability and indemnity under clause 6.2 shall, in respect of loss, injury or damage to the existing structures and their contents due to the causes specified in that clause, be subject only to such limitations or exclusions as are specified in that schedule.

6.3.4 The reference in clause 6.2 to 'property real or personal' does not include the work comprised in an Order, work executed or Site Materials up to and including whichever is the earlier of the Order Completion Date or the date of termination of the Contractor's employment.

6.4 Contractor's insurance of his liability

6.4.1 Without limiting or affecting his indemnities to the Employer under clauses 6.1 and 6.2, the Contractor shall effect and maintain insurance in respect of claims arising out of the liabilities referred to in those clauses which:

6.4.1.1 in respect of claims for personal injury to or the death of any employee of the Contractor arising out of and in the course of such person's employment, shall comply with all relevant legislation; and

6.4.1.2 for all other claims to which clause 6.4.1 applies^[17], shall indemnify the Employer in like manner to the Contractor (but only to the extent that the Contractor may be liable to indemnify the Employer under the terms of this Contract) and shall for any one occurrence or series of occurrences arising out of one event be in a sum not less than that stated in the Contract Particulars (item 15.1).^[18]

6.4.2 As to evidence that such insurances have been effected and are being maintained and the consequences of failure to comply, clause 6.11 shall apply.

[17] It should be noted that the cover granted under Public Liability policies taken out pursuant to clause 6.4.1 may not be co-extensive with the indemnity given to the Employer in clauses 6.1 and 6.2: for example, each claim may be subject to an excess and cover may not be available in respect of loss or damage due to gradual pollution.

[18] The Contractor may, if he wishes, insure for a sum greater than that stated in the Contract Particulars (item 15).

6.5 Excepted Risks

Notwithstanding clauses 6.1, 6.2 and 6.4.1, the Contractor shall neither be liable to indemnify the Employer nor obliged to insure against any personal injury to or the death of any person or any damage, loss or injury to work or supply comprised in an Order, Site Materials, work executed, the Site or any other property, caused by the effect of an Excepted Risk.

6.6 Related definitions

In these Conditions the following phrases shall have the following meanings:

All Risks Insurance^[19]: insurance which provides cover against any physical loss or damage to work executed or supplies made pursuant to an Order and Site Materials (whether supplied by the Employer or by the Contractor) and against the reasonable cost of the removal and disposal of debris and of any shoring and propping which results from such physical loss or damage but excluding the cost necessary to repair, replace or rectify:

- (a) property which is defective due to:
 - (i) wear and tear,
 - (ii) obsolescence, or
 - (iii) deterioration, rust or mildew;
- (b) any work executed or supplies made or any Site Materials lost or damaged as a result of its own defect in design, plan, specification, material or workmanship or any other work executed which is lost or damaged in consequence thereof where such work relied for its support or stability on such work which was defective^[20];
- (c) loss or damage caused by or arising from:
 - (i) any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, commandeering, nationalisation or requisition or loss or destruction of or damage to any property by or under the order of any government *de jure* or *de facto* or public, municipal or local authority,
 - (ii) disappearance or shortage if such disappearance or shortage is only revealed when an inventory is made or is not traceable to an identifiable event, or
 - (iii) an Excepted Risk.

Excepted Risks: the risks comprise:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof (other than such risk insofar, but only insofar, as it is included in the Terrorism Cover from time to time required to be taken out and maintained under this Contract);
- (b) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; and

[19] The risks and costs that All Risks Insurance is required to cover are defined by exclusions. Policies issued by insurers are not standardised; the way in which insurance for these risks is expressed varies and **in some cases it may not be possible for insurance to be taken out against certain of the risks required to be covered**. In the case of Terrorism Cover, where the extension of cover will involve an additional premium and may in certain situations be difficult to effect, the requirement is now expressly limited to Pool Re Cover or such other cover as is agreed and set out in the Contract Particulars. That extension and any other relevant details of works insurance under this Contract also require discussion and agreement between the Parties and their insurance advisers at an early stage, **prior to entering into the Contract**. See the Measured Term Contract Guide.

[20] In an All Risks Insurance policy in respect of works to be carried out under this Contract, cover should not be reduced by any exclusion that goes beyond the terms of paragraph (b) in this definition. For example, an exclusion in terms that 'This Policy excludes all loss of or damage to the property insured due to defective design, plan, specification, materials or workmanship' would not be in accordance with the terms of clause 6.7.2 or 6.8 or that definition. Wider All Risks cover than that specified may be available, though it is not standard.

- (c) any act of terrorism that is not within the Terrorism Cover from time to time required to be taken out and maintained under this Contract.

Joint Names Policy: a policy of insurance which includes the Employer and the Contractor as composite insured and under which the insurers have no right of recourse against any person named as an insured, or recognised as an insured thereunder.

Pool Re Cover: such insurance against loss or damage to work executed and Site Materials caused by or resulting from terrorism as is from time to time generally available from insurers who are members of the Pool Reinsurance Company Limited scheme or of any similar successor scheme.^[21]

Specified Perils: fire, lightning, explosion, storm, flood, escape of water from any water tank, apparatus or pipe, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, but excluding Excepted Risks.

Terrorism Cover: Pool Re Cover or other insurance against loss or damage to work executed or supplies made pursuant to an Order and Site Materials (and/or, for the purposes of clause 6.13.1, to an existing structure and/or its contents) caused by or resulting from terrorism.^[21]

6.7 Joint Names Insurance of work or supply comprised in Orders and existing structures by the Employer^[22]

The Employer shall:

- 6.7.1 unless otherwise stated by the Contract Particulars (item 15.3) effect and maintain a Joint Names Policy in respect of the existing structures for which Orders may be issued, together with the contents of them owned by him or for which he is responsible, for the full cost of reinstatement, repair or replacement of loss or damage due to any of the Specified Perils;
- 6.7.2 subject to clause 6.8 where the Contract Particulars state that that clause applies (item 15.4), effect and maintain a Joint Names Policy for All Risks Insurance with cover no less than that specified in clause 6.6 for the full reinstatement value of each and every Order (plus the percentage, if any, stated in the Contract Particulars to cover professional fees (item 15.2))

and shall maintain such Joint Names Policies up to and including the end of the Contract Period (or up to the Order Completion Date of any Order which either pursuant to clause 2.10 or by agreement pursuant to clause 2.4 occurs after the end of the Contract Period), or (if earlier) the date of termination of the Contractor's employment under this Contract. In respect of the insurance referred to in this clause 6.7 the Employer shall notify his insurer of the identity of the properties in respect of which Orders may be issued and the Contract Period (but with the proviso that work or supply in respect of such properties may continue to be carried out or made by the Contractor until any later Order Completion Date).

6.8 Joint Names Insurance of work or supply comprised in Orders by the Contractor

If the Contract Particulars (item 15.4) state that this clause 6.8 applies, the Contractor shall effect and maintain with insurers approved by the Employer a Joint Names Policy for All Risks Insurance with cover no less than that specified in clause 6.6^[23] for the full reinstatement value of each and every Order (plus the percentage, if any, stated in the Contract Particulars (item 15.2) to cover professional

[21] As respects Terrorism Cover and the insurance requirements, see footnote [19] and the Measured Term Contract Guide.

[22] **Clause 6.7 can be used in its existing printed form by those Employers who are able to effect the Joint Names, Specified Perils cover referred to for the Contractor in respect of existing structures and their contents that are owned by the Employer or for which he is responsible.**

However, the Joint Names Policy required by clause 6.7.1 or the extension of a subsisting structure and contents policy to being a Joint Names Policy may not be readily available – and that provision is often not now appropriate for – refurbishment projects or alterations by tenant Employers where existing structures insurance is the landlord's responsibility.

Joint Names cover may also not be readily available to some domestic owner-occupiers looking to undertake refurbishments or minor works to their property.

The Contract Particulars for clause 6.7.1 (item 15.3) therefore expressly allow the Parties in those circumstances to disapply clause 6.7.1 and, by means of a Clause 6.7.1 Replacement Schedule, to include in place of that clause provisions that are tailored to their particular requirements.

In JCT's view the preparation of such replacement provisions must be assigned to insurance professionals.

An explanatory summary of the alternative arrangements generally adopted to overcome those difficulties is, however, contained in the Measured Term Contract Guide.

[23] In some cases it may not be possible for insurance to be taken out against certain of the risks covered by the definition of All Risks Insurance and note the potential difficulty with respect to Terrorism Cover mentioned at footnote [19].

fees) up to and including the Order Completion Date for that Order and shall maintain that policy up to and including:

- 6.8.1 the end of the Contract Period or (if later) the last Order Completion Date; or
- 6.8.2 (if earlier) the date of termination of the Contractor's employment.

6.9 Clause 6.8 – use of Contractor's annual policy – as alternative

If and so long as the Contractor independently of this Contract maintains an annual insurance policy which in respect of the work or supplies comprised in Orders:

- 6.9.1 provides (inter alia) All Risks Insurance with cover and in amounts no less than those specified in clause 6.8; and
- 6.9.2 is a Joint Names Policy,

that policy shall satisfy the Contractor's obligations under clause 6.8. The annual renewal date of the policy, as supplied by the Contractor, is stated in the Contract Particulars (item 15.5).

6.10 Notification by Contractor of occupation and use

Where clause 6.8 applies, the Contractor shall before commencing to carry out the first Order under this Contract notify the insurer of the Joint Names Policy to which clause 6.8 refers that the Employer may have occupation and use of any property in respect of which Orders may be issued, and shall obtain the agreement of the insurer that any exclusion in the policy relating to such occupation and use shall not apply.

6.11 Evidence of insurance

- 6.11.1 Where a Party is required by this Contract to effect and maintain an insurance policy or cover under any of clauses 6.4, 6.7, 6.8 and 6.12, that Party shall at the request of the other Party supply such documentary evidence as the other Party may reasonably require that the policy or cover has been effected and remains in force.
- 6.11.2 If a Party required to provide such documentary evidence fails to provide it within 7 days of a request being made, the other Party may assume that there has been a failure to insure, and may insure against any risk, liability or expense to which he may be exposed as a consequence, but shall not be obliged to do so. If the other Party insures, the defaulting Party shall be liable for the costs that the other Party incurs in taking out and maintaining that insurance. Any costs payable to the Contractor shall be reimbursed to him by the Employer and shall be recoverable from the Employer as a debt; any costs payable to the Employer may be deducted by him from any sums due or to become due to the Contractor under this Contract or shall be recoverable from the Contractor as a debt.

6.12 Terrorism Cover – policy extensions and premiums

- 6.12.1 To the extent that the Works Insurance Policy excludes (or would otherwise exclude) loss or damage caused by terrorism, the Contractor, where clause 6.8 applies, or the Employer, where clause 6.7.2 applies, shall unless otherwise agreed effect and maintain, either as an extension to the Works Insurance Policy or as a separate Joint Names Policy, in the same amount and for the same period as the Works Insurance Policy, such Terrorism Cover as is specified in or by the Contract Particulars (item 15.6), subject to clauses 6.12.4 and 6.13.
- 6.12.2 Where clause 6.8 applies and the Contractor is required to take out and maintain Pool Re Cover, the cost of that cover and its renewal shall be deemed to be included in the Contractor's rates and prices save that, if at any renewal of the cover there is a variation in the rate on which the premium is based, the amounts payable to the Contractor shall be adjusted by the net amount of the difference between the premium paid by the Contractor and the premium that would have been paid but for the change in rate.
- 6.12.3 Where clause 6.8 applies and Terrorism Cover other than Pool Re Cover is specified as required, the cost of such other cover and of its renewal shall be added to the amounts payable to the Contractor.
- 6.12.4 Where clause 6.8 applies and the Employer is a Local or Public Authority, if at any renewal of the Terrorism Cover (of any type) there is an increase in the rate on which the premium is based, he may instruct the Contractor not to renew the Terrorism Cover. If he so instructs, clause 6.14.5.3 shall apply with effect from the renewal date.

6.13 Terrorism Cover – non-availability – Employer's options

- 6.13.1 If the insurers named in any Joint Names Policy notify either Party that, with effect from a specified date (the 'cessation date'), Terrorism Cover will cease and will no longer be available or will only continue to be available with a reduction in the scope or level of such cover, the recipient shall immediately notify the other Party.
- 6.13.2 The Employer, after receipt of such notification but before the cessation date, shall give notice to the Contractor:
- 6.13.2.1 that, notwithstanding the cessation or reduction in scope or level of Terrorism Cover, the Employer requires that the work comprised in all or certain specified Orders continue to be carried out; and/or
- 6.13.2.2 that on the date stated in the Employer's notice (which shall be a date after the date of the insurers' notification but no later than the cessation date) work on all or certain specified Orders shall terminate.
- 6.13.3 Where clause 6.8 applies and the Employer gives notice under clause 6.13.2 requiring continuation of the work comprised in any Orders, he may instruct the Contractor to effect and maintain any alternative or additional form of Terrorism Cover then reasonably obtainable by the Contractor; the net additional cost to the Contractor of any such cover and its renewal shall be added to the amounts payable to the Contractor.
- 6.13.4 If the Employer gives notice of termination under clause 6.13.2 in respect of any Orders, a valuation of work completed (or of labour, materials and/or plant supplied) that has not been valued and certified before such termination shall be made and certified in respect of those Orders in accordance with sections 4 and 5 and the Employer shall pay the certified amount in accordance with clause 4.6.
- 6.13.5 In the case of any Orders in respect of which notice of termination is not given under clause 6.13.2.2, but work executed and/or Site Materials under any such Order thereafter suffer physical loss or damage caused by terrorism, clauses 6.14 and 6.15 shall as appropriate apply.

6.14 Loss or damage – insurance claims and reinstatement

- 6.14.1 If loss or damage affecting any executed work, Site Materials or other supplies made pursuant to an Order is occasioned by any of the risks covered by the Works Insurance Policy or an Excepted Risk or there is any loss of or damage of any kind to any existing structure or its contents, the Contractor shall forthwith upon it occurring or becoming apparent give notice both to the Contract Administrator and to the Employer of its nature, location and extent.
- 6.14.2 Subject to clauses 6.14.5.1 and 6.14.6, the occurrence of such loss or damage shall be disregarded in computing any amounts payable to the Contractor under this Contract.
- 6.14.3 The Contractor, for himself and his sub-contractors, shall authorise the insurers to pay to the Employer all monies from the Works Insurance Policy, and from any policies covering existing structures or their contents that are effected by the Employer.
- 6.14.4 Where loss or damage affecting executed work or Site Materials or other supplies made pursuant to an Order is occasioned by any risk covered by the Works Insurance Policy, and subject to clause 6.15 where relevant, the Contractor shall after any inspection required by the insurers under the Works Insurance Policy and with due diligence restore the damaged work, replace or repair any lost or damaged Site Materials or supplies made, remove and dispose of any debris (collectively 'reinstatement work') and proceed with the carrying out and completion of the Order(s).
- 6.14.5 Where clause 6.8 applies:
- 6.14.5.1 unless the Employer cancels the Order affected by the loss or damage, the Employer shall pay all monies from such insurance to the Contractor by instalments under separate reinstatement work certificates issued by the Contract Administrator at the same dates as those for certificates under section 4 less only the amounts referred to in clause 6.14.5.2;
- 6.14.5.2 the Employer may retain from those monies any amounts properly incurred by the Employer and notified by him to insurers in respect of professional fees up to

the aggregate amount of the percentage cover for those fees or (if less) the amount paid by insurers in respect of those fees;

- 6.14.5.3 in respect of reinstatement work, the Contractor shall not be entitled to any payment other than amounts received under the Works Insurance Policy except where there has been a cessation of or reduction in Terrorism Cover under clause 6.12.4 or 6.13 and loss or damage is then caused by or results from terrorism, in which case the reinstatement work shall, to the extent that its cost is no longer recoverable under the policy, be treated as a Variation and under section 4 or clause 6.14.5.1 included in Contract Administrator's certificates. In neither case shall there be any reduction in any amount payable by reason of any act or neglect of the Contractor or of any sub-contractor which may have contributed to the physical loss or damage.

- 6.14.6 Where clause 6.7.2 applies or where loss or damage is caused by an Excepted Risk, reinstatement work shall be treated as a Variation.

6.15 Loss or damage to existing structures – right of termination in respect of Orders

If there is material loss of or damage to any existing structure, the Employer shall be under no obligation to reinstate that structure, but either Party may, if it is just and equitable, give notice to the other within 28 days of the occurrence of that loss or damage that work on any affected Orders shall terminate. If such notice is given, then:

- 6.15.1 unless within 7 days of receiving the notice (or such longer period as may be agreed) the Party to whom it is given invokes a dispute resolution procedure of this Contract to determine whether the termination is just and equitable, it shall be deemed to be so;
- 6.15.2 upon the giving of that notice or, where a dispute resolution procedure is invoked within that period, upon any final upholding of the notice, the provisions of clause 6.13.4 shall apply.

Section 7 Break Provision – Rights of each Party

7.1 Break notice

Each Party shall have the right to reduce the duration of the Contract Period by giving the other Party not less than 13 weeks' notice to that effect (or such lesser period of notice as is stated in the Contract Particulars (item 16)). That notice may in either case expire at any time not less than 6 months after the date of commencement of the Contract Period.

7.2 Existing and subsequent Orders

As from receipt by the Employer or the Contractor, as the case may be, of notice under clause 7.1 the Contractor shall not, unless otherwise agreed between him and the Contract Administrator, be under any obligation to accept any subsequent Orders which cannot reasonably be completed before the expiration of the notice, but the Contractor shall not be relieved of his obligation to complete all Orders properly given prior to the receipt of the notice, even if such Orders cannot be, or are not, completed before the expiry of such notice, and to complete any subsequent Orders that can reasonably be completed before that expiration or that he otherwise accepts.

Section 8 Termination for Default, etc.

8.1 Meaning of insolvency

For the purposes of these Conditions:

- 8.1.1 a company becomes Insolvent:
 - 8.1.1.1 when it enters administration within the meaning of Schedule B1 to the Insolvency Act 1986;
 - 8.1.1.2 on the appointment of an administrative receiver or a receiver or manager of its property under Chapter I of Part III of that Act, or the appointment of a receiver under Chapter II of that Part;
 - 8.1.1.3 on the passing of a resolution for voluntary winding-up without a declaration of solvency under section 89 of that Act; or
 - 8.1.1.4 on the making of a winding-up order under Part IV or V of that Act.
- 8.1.2 a partnership becomes Insolvent:
 - 8.1.2.1 on the making of a winding-up order against it under any provision of the Insolvency Act 1986 as applied by an order under section 420 of that Act; or
 - 8.1.2.2 when sequestration is awarded on the estate of the partnership under section 12 of the Bankruptcy (Scotland) Act 1985 or the partnership grants a trust deed for its creditors.
- 8.1.3 an individual becomes Insolvent:
 - 8.1.3.1 on the making of a bankruptcy order against him under Part IX of the Insolvency Act 1986; or
 - 8.1.3.2 on the sequestration of his estate under the Bankruptcy (Scotland) Act 1985 or when he grants a trust deed for his creditors.
- 8.1.4 a person also becomes Insolvent if:
 - 8.1.4.1 he enters into an arrangement, compromise or composition in satisfaction of his debts (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction); or
 - 8.1.4.2 (in the case of a partnership) each partner is the subject of an individual arrangement or any other event or proceedings referred to in this clause 8.1.

Each of clauses 8.1.1 to 8.1.4 also includes any analogous arrangement, event or proceedings in any other jurisdiction.

8.2 Notices under section 8

- 8.2.1 Notice of termination of the Contractor's employment shall not be given unreasonably or vexatiously.
- 8.2.2 Such termination shall take effect on receipt of the relevant notice.
- 8.2.3 Each notice referred to in this section shall be delivered by hand or sent by Recorded Signed for or Special Delivery post. Where sent by post in that manner, it shall, subject to proof to the contrary, be deemed to have been received on the second Business Day after the date of posting.

8.3 Other rights, reinstatement

- 8.3.1 The provisions of this section 8 are without prejudice to any other rights and remedies available to either Party.
- 8.3.2 Irrespective of the grounds of termination, the Contractor's employment may at any time be reinstated, either generally or in respect of any particular Order or Orders, if and on such terms as the Parties agree.

8.4 Default by Contractor

- 8.4.1 If the Contractor:
 - 8.4.1.1 fails to comply with the CDM Regulations; or
 - 8.4.1.2 without reasonable cause fails in such a manner to comply with his obligations under this Contract that the carrying out of any Order or Orders is materially disrupted, suspended or delayed,the Contract Administrator may give to the Contractor a notice specifying the default or defaults (a 'specified' default or defaults).
- 8.4.2 If the Contractor continues a specified default for 14 days from receipt of the notice under clause 8.4.1, the Employer may on, or within 21 days from, the expiry of that 14 day period by a further notice to the Contractor terminate the Contractor's employment under this Contract.
- 8.4.3 If the Employer does not give the further notice referred to in clause 8.4.2 (whether as a result of the ending of any specified default or otherwise) but the Contractor repeats a specified default (whether previously repeated or not), then, upon or within a reasonable time after such repetition, the Employer may by notice to the Contractor terminate that employment.

8.5 Insolvency of Contractor

- 8.5.1 If the Contractor is Insolvent, the Employer may at any time by notice to the Contractor terminate the Contractor's employment under this Contract.
- 8.5.2 The Contractor shall immediately notify the Employer if he makes any proposal, gives notice of any meeting or becomes the subject of any proceedings or appointment relating to any of the matters referred to in clause 8.1.
- 8.5.3 As from the date the Contractor becomes Insolvent, whether or not the Employer has given such notice of termination:
 - 8.5.3.1 clause 8.10 shall apply as if such notice had been given;
 - 8.5.3.2 the Contractor's obligations under Article 1 and these Conditions to carry out and complete any Orders shall be suspended; and
 - 8.5.3.3 the Employer may take reasonable measures to ensure that each Site, the work under each Order and any Site Materials are adequately protected and that such Site Materials are retained on site; the Contractor shall allow and shall not hinder or delay the taking of those measures.

8.6 Corruption and regulation 73(1)(b) of the PC Regulations

The Employer shall be entitled by notice to the Contractor to terminate the Contractor's employment under this or any other contract with the Employer if, in relation to this or any other such contract, the Contractor or any person employed by him or acting on his behalf shall have committed an offence under the Bribery Act 2010, or, where the Employer is a Local or Public Authority, shall have given any fee or reward the receipt of which is an offence under sub-section (2) of section 117 of the Local Government Act 1972, or, where this Contract is one to which regulation 73(1) of the PC Regulations applies, the circumstances set out in regulation 73(1)(b) of the PC Regulations apply.

8.7 Default by Employer

- 8.7.1 If the Employer:
 - 8.7.1.1 does not pay by the final date for payment the amount due to the Contractor in

accordance with clause 4.6 and/or any VAT properly chargeable on that amount;
or

8.7.1.2 without reasonable cause fails in such a manner to comply with his obligations under this Contract that the ability of the Contractor to comply with his obligations under it is materially prejudiced; or

8.7.1.3 interferes with or obstructs the issue of any certificate; or

8.7.1.4 fails to comply with the CDM Regulations,

the Contractor may give to the Employer a notice specifying the default or defaults (a 'specified' default or defaults).

8.7.2 If the Employer continues a specified default for 14 days from the receipt of notice under clause 8.7.1, the Contractor may on, or within 21 days from, the expiry of that 14 day period by a further notice to the Employer terminate the Contractor's employment under this Contract.

8.7.3 If the Contractor for any reason does not give the further notice referred to in clause 8.7.2, but the Employer repeats a specified default (whether previously repeated or not), then, upon or within a reasonable time after such repetition, the Contractor may by notice to the Employer terminate the Contractor's employment under this Contract.

8.8 Insolvency of Employer

8.8.1 If the Employer is Insolvent, the Contractor may by notice to the Employer terminate the Contractor's employment under this Contract;

8.8.2 the Employer shall immediately notify the Contractor if he makes any proposal, gives notice of any meeting or becomes the subject of any proceedings or appointment relating to any of the matters referred to in clause 8.1;

8.8.3 as from the date the Employer becomes Insolvent, the Contractor's obligations under Article 1 and these Conditions to carry out and complete any Orders shall be suspended pending such termination.

8.9 Termination by Employer – regulations 73(1)(a) and 73(1)(c) of the PC Regulations

Where this Contract is one to which regulation 73(1) of the PC Regulations applies the Employer shall be entitled by notice to the Contractor to terminate the Contractor's employment under this Contract where the grounds set out in regulation 73(1)(a) or 73(1)(c) of the PC Regulations apply.

8.10 Consequences of termination under clauses 8.4 to 8.6

If the Contractor's employment is terminated under clause 8.4, 8.5 or 8.6:

8.10.1 the Employer may employ and pay other persons to carry out and complete uncompleted Orders;

8.10.2 no further sum shall become due to the Contractor under this Contract other than any amount that may become due to him under clause 8.10.3 and the Employer need not pay any sum that has already become due either:

8.10.2.1 insofar as the Employer has given or gives a notice under clause 4.6.5; or

8.10.2.2 if the Contractor, after the last date upon which such notice could have been given by the Employer in respect of that sum, has become insolvent within the meaning of clauses 8.1.1 to 8.1.3;

8.10.3 the Contract Administrator shall within 13 weeks of the date of termination make a valuation and issue a certificate showing:

8.10.3.1 the value of such work properly executed (or of labour, materials and/or plant supplied) and any other amounts due to the Contractor under this Contract that have not been valued and certified before such termination; and

8.10.3.2 the amount of any direct loss and/or damage caused to the Employer by the termination;

8.10.4 if the amount of direct loss and/or damage exceeds the value certified under clause 8.10.3 the difference shall be a debt payable by the Contractor to the Employer or, if it is less, by the Employer to the Contractor;

8.10.5 the final date for payment of the amount of the difference referred to in clause 8.10.4 shall be 28 days from the date of the certificate.

8.11 Consequences of termination under clauses 8.7 to 8.9

8.11.1 Where the Contractor's employment is terminated under clause 8.7, 8.8 or 8.9, the Contractor shall within 13 weeks of the date of termination submit an account in respect of:

8.11.1.1 the value of such work properly executed (or of labour, materials and/or plant supplied) as has not been valued and certified before such termination; and

8.11.1.2 only where the Contractor's employment is terminated under clause 8.7 or 8.8, the amount of any direct loss and/or damage caused to the Contractor by the termination.

8.11.2 The Employer shall pay to the Contractor the amount properly due in respect of the account within 28 days of its submission by the Contractor.

Section 9 Settlement of Disputes

9.1 Mediation

Subject to Article 6, if a dispute or difference arises under this Contract which cannot be resolved by direct negotiations, each Party shall give serious consideration to any request by the other to refer the matter to mediation.^[24]

9.2 Adjudication

If a dispute or difference arises under this Contract which either Party wishes to refer to adjudication, the Scheme shall apply except that for the purposes of the Scheme the Adjudicator shall be the person (if any) and the nominating body shall be that stated in the Contract Particulars (item 17).

9.3 Arbitration – Conduct of arbitration

Any arbitration pursuant to Article 7 shall be conducted in accordance with the JCT 2016 edition of the [Construction Industry Model Arbitration Rules](#) (CIMAR), provided that if any amendments to that edition of the Rules have been issued by the JCT the Parties may, by a joint notice to the Arbitrator, state that they wish the arbitration to be conducted in accordance with the Rules as so amended. References in clause 9.4 to a Rule or Rules are references to such Rule(s) as set out in the JCT 2016 edition of CIMAR.^[25]

9.4 Notice of reference to arbitration

9.4.1 Where pursuant to Article 7 either Party requires a dispute or difference to be referred to arbitration, that Party shall serve on the other Party a notice of arbitration to such effect in accordance with Rule 2.1 identifying the dispute and requiring the other Party to agree to the appointment of an arbitrator. The Arbitrator shall be an individual agreed by the Parties or, failing such agreement within 14 days (or any agreed extension of that period) after the notice of arbitration is served, appointed on the application of either Party in accordance with Rule 2.3 by the person named in the Contract Particulars (item 17).

9.4.2 Where two or more related arbitral proceedings in respect of any Orders or work under this Contract fall under separate arbitration agreements, Rules 2.6, 2.7 and 2.8 shall apply.

9.4.3 After the Arbitrator has been appointed either Party may give a further notice of arbitration to the other Party and to the Arbitrator referring any other dispute which falls under Article 7 to be decided in the arbitral proceedings and Rule 3.3 shall apply.

9.5 Powers of Arbitrator

Subject to the provisions of Article 7 the Arbitrator shall, without prejudice to the generality of his powers, have power to rectify this Contract so that it accurately reflects the true agreement made by the Parties, to direct such measurements and/or valuations as may in his opinion be desirable in order to determine the rights of the Parties and to ascertain and award any sum which ought to have been the subject of or included in any certificate and to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision, requirement or notice had been given.

9.6 Effect of award

Subject to clause 9.7 the award of the Arbitrator shall be final and binding on the Parties.

9.7 Appeal – questions of law

The Parties hereby agree pursuant to section 45(2)(a) and section 69(2)(a) of the Arbitration Act 1996 that either Party may (upon notice to the other Party and to the Arbitrator):

[24] See the Measured Term Contract Guide.

[25] Arbitration or legal proceedings are **not** an appeal against the decision of the Adjudicator but are a consideration of the dispute or difference as if no decision had been made by an Adjudicator.

- 9.7.1 apply to the courts to determine any question of law arising in the course of the reference;
and
- 9.7.2 appeal to the courts on any question of law arising out of an award made in an arbitration
under this arbitration agreement.

9.8 Arbitration Act 1996

The provisions of the Arbitration Act 1996 shall apply to any arbitration under this Contract wherever the same, or any part of it, shall be conducted.

Schedule 1 Supplemental Provisions

(Fifth Recital)

Supplemental Provisions 1 to 6 apply unless otherwise stated in the Contract Particulars. Supplemental Provision 7 applies where the Employer is a Local or Public Authority or other body of the type mentioned in that provision; Supplemental Provision 8 applies where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations.

Collaborative working

- 1 The Parties shall work with each other and with other project team members in a co-operative and collaborative manner, in good faith and in a spirit of trust and respect. To that end, each shall support collaborative behaviour and address behaviour which is not collaborative.

Health and safety

- 2
- 2.1 Without limiting either Party's statutory and/or regulatory duties and responsibilities and/or the specific health and safety requirements of this Contract, the Parties will endeavour to establish and maintain a culture and working environment in which health and safety is of paramount concern to everybody involved with the project.
- 2.2 In addition to the specific health and safety requirements of this Contract, the Contractor undertakes to:
- 2.2.1 comply with any and all approved codes of practice produced or promulgated by the Health and Safety Executive;
- 2.2.2 ensure that all personnel engaged by the Contractor and members of the Contractor's supply chain on site receive appropriate site-specific health and safety induction training and regular refresher training;
- 2.2.3 ensure that all such personnel have access at all times to competent health and safety advice in accordance with regulation 7 of the Management of Health and Safety at Work Regulations 1999; and
- 2.2.4 ensure that there is full and proper health and safety consultation with all such personnel in accordance with the Health and Safety (Consultation with Employees) Regulations 1996.

Cost savings and value improvements

- 3
- 3.1 The Contractor is encouraged to propose changes to designs and specifications for each Order and/or to the programme for its execution that may benefit the Employer, whether in the form of a reduction in the cost of the Order or its associated life cycle costs, through completion at a date earlier than the date for completion or otherwise.
- 3.2 The Contractor shall provide details of his proposed changes, identifying them as suggested under this Supplemental Provision 3, together with his assessment of the benefit he believes the Employer may obtain, expressed in financial terms, and a quotation.
- 3.3 Where the Employer wishes to implement a change proposed by the Contractor, the Parties shall negotiate with a view to agreeing its value, the financial benefit and any adjustment to the date for completion. Upon agreement, the change and the amount of any adjustment of the value of the Order shall be confirmed in a Contract Administrator's instruction, together with the share of the financial benefit to be paid to the Contractor and any adjustment to the date for completion.
- 3.4 Original proposals by the Contractor under this Supplemental Provision 3 may only be instructed in accordance with it, provided always that nothing shall prevent the Employer from utilising other contractors to implement such changes after the Contract Period.

Sustainable development and environmental considerations

4

- 4.1 The Contractor is encouraged to suggest economically viable amendments to any Order which, if instructed as a Variation, may result in an improvement in environmental performance in the carrying out of the Order or of the completed Order.
- 4.2 The Contractor shall provide to the Employer all information that he reasonably requests regarding the environmental impact of the supply and use of materials and goods which the Contractor selects.

Performance Indicators and monitoring

5

- 5.1 The Employer shall monitor and assess the Contractor's performance by reference to any performance indicators stated or identified in the Contract Documents.
- 5.2 The Contractor shall provide to the Employer all information that he may reasonably require to monitor and assess the Contractor's performance against the targets for those performance indicators.
- 5.3 Where the Employer considers that a target for any of those performance indicators may not be met, he may inform the Contractor who shall submit his proposals for improving his performance against that target to the Employer.

Notification and negotiation of disputes

6

With a view to avoidance or early resolution of disputes or differences (subject to Article 6), each Party shall promptly notify the other of any matter that appears likely to give rise to a dispute or difference. The senior executives nominated in the Contract Particulars (or if either is not available, a colleague of similar standing) shall meet as soon as practicable for direct, good faith negotiations to resolve the matter.

Transparency

7

Where the Employer is a Local or Public Authority or other body to whom the provisions of the Freedom of Information Act 2000 ('FOIA') apply, the Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of this Contract is not confidential. The Employer shall be responsible for determining in his absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of FOIA. Notwithstanding any other term of this Contract:

- 7.1 the Contractor hereby consents to the Employer publishing any amendments to the standard form JCT contract in their entirety, including changes to the standard form agreed from time to time, but in each case with any information which is exempt from disclosure in accordance with the provisions of FOIA redacted;
- 7.2 the Employer shall promptly inform the Contractor of any request for disclosure that he receives in relation to this Contract.

The Public Contracts Regulations 2015

8

Where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations^[26]:

- 8.1 where regulation 113 of the PC Regulations applies to this Contract, the Contractor shall include in any sub-contract entered into by him suitable provisions to impose the requirements of regulation 113(2)(c)(i) and (ii);
- 8.2 the Contractor shall include in any sub-contract entered into by him provisions requiring the sub-contractor:
- 8.2.1 to supply and notify to the Contractor the information required (as applicable)

[26] An explanatory summary of those provisions in the PC Regulations that are reflected in this Contract is contained in the Measured Term Contract Guide. Provisions relating to the PC Regulations are also set out in section 8 (Termination) of this Contract. The JCT Short Form of Sub-Contract (ShortSub) meets the requirements of Supplemental Provision 8.

- under regulations 71(3), 71(4) and 71(5) of the PC Regulations; and
- 8.2.2 to include in any sub-subcontract he in turn enters into provisions to the same effect as required under paragraph 8.2.1 of Supplemental Provision 8;
- 8.3
- 8.3.1 the Contractor shall include in any sub-contract entered into by him provisions that shall entitle him to terminate the sub-contractor's employment where there are grounds for excluding the sub-contractor under regulation 57;
- 8.3.2 in the event the Employer requires the Contractor to terminate a sub-contractor's employment pursuant to regulation 71(9) the Contractor shall take the appropriate steps to terminate that employment and where required by the Employer under regulation 71(9) shall, or in circumstances where there is no such requirement may, appoint a replacement sub-contractor.



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MTC 2016

Measured Term Contract 2016

2016

MEASURED TERM CONTRACT

Measured Term Contract (MTC)

Appropriate for use:

- by Employers who have a regular flow of maintenance and minor works, including improvements, to be carried out by a single contractor over a specified period of time and under a single contract;
- where the work is to be instructed from time to time and measured and valued on the basis of an agreed schedule of rates; and
- where a Contract Administrator is to administer the conditions.

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For details of 2016 Edition changes, see the Measured Term Contract Guide (MTC/G) and the Tracked Change Document.

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Agreement

This Agreement

is made the _____ 20 _____

Between

The Employer

[_____] Raven Housing Trust Limited

Place of incorporation: England and Wales

(Company No. [_____] IP30070R)^[1]

~~of~~ whose registered office is at Raven House, 29 Linkfield Lane, Redhill, Surrey. RH1 1SS

[_____]

And

The Contractor

[_____] Gas Call Services Ltd

Place of incorporation: Scotland

(Company No. [_____] SC163066)^[1]

~~of~~ whose registered office is at 2 Queenslie Court, Summerlee Street, Glasgow, G33 4DB

[_____]

[1] Where the Employer or Contractor is neither a company incorporated under the Companies Acts nor a company registered under the laws of another country, delete the references to Company number and registered office. In the case of a company incorporated outside England and Wales, particulars of its place of incorporation should be inserted immediately before its Company number. As to execution by foreign companies and matters of jurisdiction, see the Measured Term Contract Guide.

Recitals

Whereas

First

the Employer requires maintenance and minor works to be carried out in:

~~{_____}~~ The Employer requires the provision of high-quality gas servicing, maintenance and installation services to be carried out in properties and communal areas owned and/or managed by Raven. ('the Contract Area')
in accordance with the details set out or referred to in the Contract Particulars;

Second

the Contractor has offered to carry out the required works at specified rates or as otherwise determined in accordance with the Conditions and the Employer has accepted that offer;

Third

the Employer has appointed a Contract Administrator to issue Orders for the required works and carry out the functions ascribed to the Contract Administrator by the Conditions;

Fourth

the Contractor has supplied to the Employer the Contractor's safety policy complying with Statutory Requirements, a copy of which is annexed;

Fifth

whether any of Supplemental Provisions 1 to 6 apply is stated in the Contract Particulars;

Articles

Now it is hereby agreed as follows

Article 1 Contractor's obligations

The Contractor shall carry out all Orders that are placed with him during the Contract Period in accordance with the Contract Documents.

Article 2 Payment

The Employer shall pay the Contractor at the times and in the manner specified in the Conditions amounts calculated by reference to the Schedule of Rates identified in the Contract Particulars (item 12), adjusted and, if appropriate, revised as therein mentioned, or (where applicable and appropriate) calculated by reference to a Schedule of Hourly Charges (subject to items 13 and 14).

Article 3 Contract Administrator

For the purposes of this Contract the Contract Administrator is

[] Darren Franks

of

[] Raven Housing Trust, Raven House, 29 Linkfield Lane, Redhill, Surrey. RH1 1SS

or, if he ceases to be the Contract Administrator, such other person as the Employer nominates in accordance with clause 3.10 of the Conditions.

Article 4 Principal Designer

~~The Principal Designer for the purposes of the CDM Regulations is the Contract Administrator~~

~~(or)^[2] []~~

~~of~~

~~[]~~

~~The Principal Designer for the purposes of the CDM Regulations is the Contract Administrator~~ or such other person as the Employer at any time appoints to fulfil that role either in relation to all Orders or for specific Orders.

Article 5 Principal Contractor

~~The Principal Contractor for the purposes of the CDM Regulations is the Contractor~~

~~(or)^[2] []~~

[2] — Insert the name of the Principal Designer in Article 4 if the Contract Administrator is not to fulfil that role and that of the Principal Contractor in Article 5 if that is to be a person other than the Contractor.

~~Under the CDM Regulations 2015, regardless of whether or not a project is notifiable, there is a requirement to appoint a principal designer and a principal contractor in all cases where there is more than one contractor, or if it is reasonably foreseeable that more than one contractor will be working on a project at any time. For these purposes, the term 'contractor' is broadly defined by the regulations and treats the Contractor's sub-contractors as separate contractors.~~

of

[]

The Principal Contractor for the purposes of the CDM Regulations is the Contractor or such other contractor as the Employer at any time appoints to fulfil that role either in relation to all Orders or for specific Orders.

Article 6 Adjudication

If any dispute or difference arises under this Contract, either Party may refer it to adjudication in accordance with clause 9.2.

Article 7 Arbitration

Where Article 7 applies^[3], then, subject to Article 6 and the exceptions set out below, any dispute or difference between the Parties of any kind whatsoever arising out of or in connection with this Contract shall be referred to arbitration in accordance with clauses 9.3 to 9.8 and the JCT 2016 edition of the [Construction Industry Model Arbitration Rules](#) (CIMAR). The exceptions to this Article 7 are:

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

Article 8 Legal proceedings^[3]

Subject to Article 6 and (where it applies) to Article 7, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

[3] **+++Now footnote [2]+++** If it is intended, subject to the right of adjudication and exceptions stated in Article 7, that disputes or differences should be determined by arbitration and not by legal proceedings, the Contract Particulars **must** state that Article 7 and clauses 9.3 to 9.8 apply and the words "do not apply" **must** be deleted. If the Parties wish any dispute or difference to be determined by the courts of another jurisdiction the appropriate amendment should be made to Article 8 (see also clause 1.7).

Contract Particulars

Note: An asterisk * indicates where selection has been or should have been made.

1 Properties and description of the types of work (First Recital)

1.1 List of properties in the Contract Area in respect of which Orders may be issued:

~~[]~~ List of properties in the Contract Area in respect of which Orders may be issued:

~~At any of the properties owned and/or managed by the Client within its area of operation whether so owned and/or managed as at the date of this Contract or following the date of this Contract.~~

1.2 Description of the types of work for which Orders may be issued:^[4]

~~[]~~ Gas Servicing, Maintenance and Installation Services as further described in the Contract Documents.

2 Supplemental Provisions^[5] (Fifth Recital and Schedule 1)

(Where neither entry against one of Supplemental Provisions 1 to 6 below is deleted, that Supplemental Provision applies.)

Supplemental Provision 1: Collaborative working

~~* applies/does not apply~~

* applies

Supplemental Provision 2: Health and safety

~~* applies/does not apply~~

* applies

Supplemental Provision 3: Cost savings and value improvements

~~* applies/does not apply~~

* applies

Supplemental Provision 4: Sustainable development and environmental considerations

~~* applies/does not apply~~

* applies

Supplemental Provision 5: Performance Indicators and monitoring

~~* applies/does not apply~~

* applies

[4] **+++Now footnote [3]+++** Where the National Schedule of Rates is to apply (see items 12.1 and 12.2 of the Contract Particulars) but some (or all) of the work is of a type for which it is appropriate to use as a basis for pricing a version of the National Schedule other than 'Building Works', the Parties, in addition to stating that in item 12.2, should make appropriate entries here (or in any separate document incorporated by reference here) indicating the types of work to which it is agreed that such alternative version of the National Schedule shall apply.

[5] **+++Now footnote [4]+++** Supplemental Provision 7 (Transparency) applies only where the Employer is a Local or Public Authority or other body to whom the Freedom of Information Act 2000 applies; Supplemental Provision 8 (The Public Contracts Regulations 2015) applies only where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations.

Supplemental Provision 6: Notification and negotiation of disputes

* ~~applies/does not apply~~
* ~~applies~~

Where Supplemental Provision 6 applies, the respective nominees of the Parties are

Employer's nominee

[] ~~Darren Franks~~

Contractor's nominee

[] ~~Jason Bartlett~~

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

3 Contract Period^[6]
(Article 1 and clause 7.1)

Subject to clause 7.1, the Contract Period will be [] ~~year(s)/months~~ Initial term of 3 year plus three additional annual extensions years

commencing on [] ~~1st October 2023~~

4 Arbitration
(Article 7)

(If neither entry is deleted, Article 7 and clauses 9.3 to 9.8 do not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it must be stated that Article 7 and clauses 9.3 to 9.8 apply.)^[7]

Article 7 and clauses 9.3 to 9.8 (Arbitration)

* ~~apply~~ ~~do not apply~~

5 BIM Protocol
(Clause 1.1)

BIM Protocol (where applicable)
(State title, edition, date or other identifiers of the relevant documents.)

[] ~~Not applicable~~

6 Orders – minimum and maximum value
(Clause 2.4)

Minimum value of any one Order to be issued

£[] ~~10.00~~

(words [] ~~Zero~~)

Maximum value of any one Order to be issued

£[] ~~10~~

(words [] ~~No Maximum Value~~)

7 Orders – value of work to be carried out
(Clause 2.5)

[6] **+++Now footnote [5]+++** The period is envisaged as normally being at least one year.

[7] **+++Now footnote [6]+++** On factors to be taken into account by the Parties in considering whether disputes are to be determined by arbitration or by legal proceedings, see the Measured Term Contract Guide. See also footnote [3] **+++ now footnote [2] +++**.

Approximate anticipated value of work to be carried out under this Contract

* £[] 2,000,000 (words [] Two Million Pounds) per annum

* £[] (words []) for the Contract Period

8 Orders – priority coding^[8]
(Clause 2.6)

[] As per the response times set out in the Contract Documents or such other time as may be notified by the Contract Administrator to the Contractor in respect of the same.

9 Construction Industry Scheme (CIS)
(Clause 4.2)

The Employer at the commencement of the Contract Period

* is a 'contractor'

* is not a 'contractor'

for the purposes of the CIS

10 Payments
(Clauses 4.3, 4.4 and 4.5)

Estimated value of an Order above which progress payments can be applied for
(If none is stated, it is £2,500.)

£[] N/A

Valuation Dates

(If no date is stated, the Valuation Date is the last day of each month.)

The Valuation Date in each month is the

[] 11th Day of the Month day of the month

11 Responsibility for measurement and valuation
(Clause 5.2)

(Unless one of the three options below is selected and, if relevant, an estimated value specified, the Contract Administrator shall measure and value all Orders.)

* ~~The Contract Administrator shall measure and value all Orders~~

* ~~The Contract Administrator shall measure and value each Order with an estimated value of~~

£[]

~~or more; the Contractor shall measure and value all other Orders~~

* The Contractor shall measure and value all Orders

12 Schedule of Rates
(Clauses 5.3, 5.6.1 and 5.6.2)

12.1 The Schedule of Rates is

* ~~the National Schedule of Rates~~

* []

[8] **+++Now footnote [7]+++** To be completed if the Employer requires; as an example the code might be:

'A': response time to be 4 hours;

'B': to be commenced within 2 days;

'C': to be commenced within 14 days;

'D': to be commenced as agreed.

- * Pricing Document
(identify the Schedule of Rates to be used)

subject to adjustment of the rates listed in that Schedule by

- * the addition
- * ~~the deduction~~

of the Adjustment Percentage, which is

- * per cent
- * ~~as set out in the following document~~

~~{12.2} Where the Schedule of Rates is the National Schedule of Rates the version(s) identified below are to apply^[9].~~

- * ~~as set out in the following document Where not included in or annexed to the Schedule of Hourly Charges, the percentage additions to the invoice price of non-labour items are as follows:~~

~~Overheads and profit on Materials – included as part of the Service Provider's tendered percentage rate as set out in the Pricing Document (if any)~~

~~Overheads and profit on Plant, Services and Consumable Stores - included as part of the Service Provider's tendered percentage rate as set out in the Pricing Document (if any)~~

~~Overheads and profit on Sub-Service Providers - included as part of the Service Provider's tendered percentage rate as set out in the Pricing Document (if any)~~

~~National Schedule of Rates (Building Works)~~

- * ~~National Schedule of Rates (Access Audit)~~
- * ~~National Schedule of Rates (Electrical Services in Buildings)~~
- * ~~National Schedule of Rates (Mechanical Services in Buildings)~~
- * ~~National Schedule of Rates (Painting and Decorating)~~
- * ~~National Schedule of Rates (Highways Maintenance)~~
- * ~~National Housing Maintenance Schedule~~

12.2 Not applicable

12.3 Rates – Fluctuations

Clause 5.6.1

(Unless 'applies' is deleted, the clause shall be deemed to apply.)

- * ~~applies~~
- * does not apply

12.4 Basis and dates of revision

~~(Not applicable where the National Schedule of Rates applies)~~

~~Where clause 5.6.1 applies, the basis on which the Schedule of Rates is to be revised under clause 5.6.1.2~~

~~(If no basis is identified the rates remain fixed for all Orders.)~~

- * ~~is as follows~~
- * ~~is set out in the following document~~

~~Not applicable~~

~~Where clause 5.6.1 applies, the dates as at which the Schedule of Rates is to be revised are~~

~~(If no other date(s) are specified here or in the document setting out the basis for revision, the date shall be 1 August in each year.)~~

[9] — Delete all versions that do not apply. See also footnote [4].

[]

13 Daywork

(Clauses 5.4, 5.6.3 and 5.6.4)

13.1 Valuation – percentage additions

Where not included in or annexed to the Schedule of Hourly Charges, the percentage additions to the invoice price of non-labour items are as follows:

Overheads and profit on Materials

[] per cent

Overheads and profit on Plant, Services and Consumable Stores

[] per cent

Overheads and profit on Sub-Contractors

[] per cent

13.2 Revision of Schedule of Hourly Charges

Clause 5.6.3

(Unless 'applies' is deleted, the clause shall be deemed to apply.)

* ~~applies~~

* does not apply

~~(Where clause 5.6.3 applies) the annual revision date (if other than 1 August) is~~

~~[]~~

~~(Where clause 5.6.3 applies) the basis of revision of hourly charges, if not set out in the Schedule of Hourly Charges^[10]~~

~~* is as follows~~

~~* is set out in the following document~~

~~[]~~

14 Overtime work

(Clause 5.7)

The percentage addition in respect of overheads and profit on non-productive overtime rates is
(Not applicable where an inclusive rate for such overtime is included in the Schedule of Hourly Charges)

~~[]~~ N/A per cent

15 Insurance

(Clauses 6.4.1, 6.7, 6.8, 6.9 and 6.12)

15.1 Contractor's Public Liability insurance: injury to persons or property – the required level of cover is not less than

£ ~~[]~~ 15,000,000

for any one occurrence or series of occurrences arising out of one event

15.2 Percentage to cover professional fees

(If no other percentage is stated, it shall be 15 per cent.)

[10] — If clause 5.6.3 applies but the basis of revision is not set out in the Schedule of Hourly Charges or identified, clause 5.6.5 will apply.

[] 15% per cent

- 15.3 Insurance of existing structures – clause 6.7.1^[11]
(Unless otherwise stated, clause 6.7.1 applies. If it is not to apply, state the reference number and date or other identifier of the replacement document(s).)

- * applies
- * is replaced by the provisions of the following document(s)

[]
(the 'Clause 6.7.1 Replacement Schedule')

- 15.4 Insurance of work or supply comprised in Orders – clause 6.8
(If neither entry is deleted, the clause does not apply.)

- * applies
- * does not apply

- 15.5 Where clause 6.8 applies and cover is to be provided under the Contractor's annual policy, the annual renewal date is (as supplied by the Contractor)

[]

- 15.6 Terrorism Cover – details of the required cover
(Unless otherwise stated, Pool Re Cover is required.)

are set out in the following document(s)

[]

16 Break Provisions – Employer or Contractor (Clause 7.1)

The period of notice, if less than 13 weeks, is

[] 26 weeks

17 Settlement of Disputes (Clauses 9.2, 9.3 and 9.4.1)

Adjudication^[12]

The Adjudicator is []

Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established)^[13]
(Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the bodies listed below selected by the Party requiring the reference to adjudication.)

- * ~~Royal Institute of British Architects~~
- * The Royal Institution of Chartered Surveyors
- * ~~constructionadjudicators.com^[14]~~
- * ~~Chartered Institute of Arbitrators~~

[11] **+++Now footnote [8]+++** As to choice of applicable insurance provisions, see the Measured Term Contract Guide. In respect of existing structures, it is vital that any prospective Employer who is not familiar with clause 6.7 and the alternative solutions under clause 6.7.1 – in particular, any Employer who is a tenant – or an appropriate member of the Employer's professional team, should consult specialist insurance advisers prior to the tender stage. Any Employer who is a tenant should also consult his insuring landlord prior to that stage.

[12] **+++Now footnote [9]+++** The Parties should either name the Adjudicator and select the nominating body or, alternatively, select only the nominating body.
The Adjudication Agreement (Adj) and the Adjudication Agreement (Named Adjudicator) (Adj/N) have been prepared by JCT for use when appointing an Adjudicator.

[13] **+++Now footnote [10]+++** Delete all but one of the nominating bodies asterisked.

[14] ~~constructionadjudicators.com is a trading name of Contractors Legal Grp Ltd.~~

Arbitration^[15]

Appointor of Arbitrator (and of any replacement)^[16]

(If no appointor is selected, the appointor shall be the President or a Vice-President of The Royal Institution of Chartered Surveyors.)

President or a Vice-President:

~~* Royal Institute of British Architects~~

* The Royal Institution of Chartered Surveyors

~~* Chartered Institute of Arbitrators~~

[15] **+++Now footnote [11]+++** This only applies where the Contract Particulars state (against the reference to Article 7) that Article 7 and clauses 9.3 to 9.8 (*Arbitration*) apply.

[16] **+++Now footnote [12]+++** Delete all but one of the bodies asterisked.

Attestation

Note on Execution

This Agreement should be executed by both the Employer and the Contractor either under hand or as a deed. As to factors relevant to that choice, see the Measured Term Contract Guide.

Execution under hand

If this Agreement is to be executed under hand, use the form set out on the following page. Each Party or his authorised representative should sign where indicated in the presence of a witness who should then sign and set out his name and address.

Execution as a Deed

If this Agreement is to be executed as a deed, each Party should use the relevant form marked 'Execution as a Deed' in accordance with the notes provided.

Other forms of Attestation

In cases where the forms of attestation set out are not appropriate, e.g. in the case of certain housing associations and partnerships or if a Party wishes an attorney to execute this Agreement on his behalf, the appropriate form(s) may be inserted in the vacant space opposite and/or below.

Execution under hand

As witness

the hands of the Parties
or their duly authorised representatives

Signed by or on behalf of
the Employer

in the presence of:

witness' signature

witness' name

witness' address

Signed by or on behalf of
the Contractor

in the presence of:

witness' signature

witness' name

witness' address

Notes on Execution as a Deed

- 1 For the purposes of execution as a deed, two forms are provided for execution, one for the Employer and the other for the Contractor. Each form provides four methods of execution, **(A)** to **(D)**, for use as appropriate. The full name of the Employer or Contractor (whether an individual, a company or other body) should be inserted where indicated at the commencement of the relevant form. This applies irrespective of the method used.
- 2 For public and private companies incorporated and registered under the Companies Acts, the three principal methods of execution as a deed are:
 - (A)** through signature by a Director and the Company Secretary or by two Directors;
 - (B)** by affixing the company's common seal in the presence of a Director and the *Company* Secretary or of two Directors or other duly authorised officers; or
 - (C)** signature by a single Director in the presence of a witness who attests the signature.

Methods **(A)** and **(C)** are available to public and private companies whether or not they have a common seal. (Method **(C)** was introduced by section 44(2)(b) of the Companies Act 2006.) Methods **(A)** and **(C)** are not available under companies legislation to local authorities or to certain other bodies corporate, e.g. bodies incorporated by letters patent or private Act of Parliament that are not registered under companies legislation and such bodies may only use method **(B)**.
- 3 Where method **(A)** is being used, delete the inappropriate words and insert in the spaces indicated the names of the two Directors, or of the Director and the Company Secretary, who are to sign.
- 4 If method **(B)** (affixing the common seal) is adopted in cases where either or both the authorised officers attesting its affixation are not themselves a Director or the *Company* Secretary, their respective office(s) should be substituted for the reference(s) to Director and/or to *Company* Secretary/Director. (In the case of execution by bodies that are not companies, the reference to "*Company*" under the second signature should be deleted where appropriate.)
- 5 Method **(C)** (execution by a single Director) has been introduced primarily, but not exclusively, for 'single officer' companies. The Director should sign where indicated in the presence of a witness who should then sign and set out his name and address.
- 6 Where the Employer or Contractor is an individual, he should use method **(D)** and sign where indicated in the presence of a witness who should then sign and set out his name and address.

Executed as a Deed by the Employer

(A) acting by a Director and the Company Secretary/two Directors **of the company** ^{2, 3}

and

Signature
Company Secretary/Director

Signature _____ Company Secretary/Director

~~in the presence of~~

Witness' address _____

~~in the presence of~~

Witness' address

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Executed as a Deed by the Contractor

(A) acting by a Director and the Company Secretary/two Directors **of the company** ^{2, 3}

<i>Signature</i>	Company Secretary/Director
------------------	----------------------------

Signature _____ Company Secretary/Director

Witness' address

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Conditions

Section 1 Definitions and Interpretation

1.1 Definitions

Unless the context otherwise requires or the Agreement or these Conditions specifically provide otherwise, the following words and phrases, where they appear in capitalised form in the Agreement or these Conditions, shall have the meanings stated or referred to below:

Adjudicator: an individual appointed under **clause 9.2** as the Adjudicator.

Adjustment Percentage: the percentage tendered by the Contractor on or off the rates listed in the Schedule of Rates and stated in the **Contract Particulars (item 12.1)** (which shall not apply to any valuation of an Order or a part of it as daywork).

Agreement: the Agreement to which these Conditions are annexed, including its Recitals, Articles and Contract Particulars.

All Risks Insurance: see **clause 6.6**.

Arbitrator: an individual appointed under **clause 9.4** as the Arbitrator.

Article: an article in the **Agreement**.

BIM Protocol: (where applicable) the document identified as such in the **Contract Particulars (item 5)**.

Business Day: any day which is not a Saturday, a Sunday or a Public Holiday.

CDM Regulations: the Construction (Design and Management) Regulations 2015.

Clause 6.7.1 Replacement Schedule: (where applicable) the insurance schedule and/or other documents identified as such in the **Contract Particulars (item 15.3)**.

Conditions: the clauses set out in sections 1 to 9 of these Conditions, together with and including Schedule 1 hereto.

Construction Industry Scheme (or 'CIS'): the current scheme under the Income and Corporation Taxes Act 1988.

Construction Phase Plan: the plan referred to in regulation 2 of the CDM Regulations, including any updates and revisions.

Contract Administrator: the person named in **Article 3** or any successor nominated or otherwise agreed under **clause 3.10**.

Contract Area: see the **First Recital**.

Contract Documents: the Agreement, these Conditions, the Schedule of Rates and (where applicable) the BIM Protocol.

Contract Particulars: the particulars in the **Agreement** and there described as such, as completed by the Parties.

Contract Period: subject to **clause 7.1**, the period stated in the **Contract Particulars (item 3)**.

Contractor: the person named as Contractor in the **Agreement**.

Contractor's Persons: the Contractor's employees and agents, all other persons employed or engaged in the execution of Orders or any part of them and any other person properly on the Site in

connection therewith, excluding the Contract Administrator, the Employer, Employer's Persons and any Statutory Undertaker.

Employer: the person named as Employer in the **Agreement**.

Employer's Persons: all persons employed, engaged or authorised by the Employer, excluding the Contractor, Contractor's Persons, the Contract Administrator and any Statutory Undertaker.

Excepted Risks: see **clause 6.6**.

Insolvent: see **clause 8.1**.

Interest Rate: a rate 5% per annum above the official bank rate of the Bank of England current at the date that a payment due under this Contract becomes overdue.

Joint Names Policy: see **clause 6.6**.

Local or Public Authority: a body that is a 'contracting authority' as defined by the PC Regulations.

National Schedule of Rates: the National Schedule of Rates (Building Works) and/or such alternative version of the [National Schedule of Rates](#) (published by NSR Management Ltd.) identified in the **Contract Particulars (item 12.2)**.

Order: the written description and/or drawings of any work and/or the supply of labour, plant, materials and/or goods to be carried out under this Contract on instructions from the Contract Administrator, including any Variation thereto.

Order Completion Date: see **clause 2.11**.

Parties: the Employer and the Contractor together.

Party: either the Employer or the Contractor.

PC Regulations: the Public Contracts Regulations 2015.

Principal Contractor: the Contractor or such other contractor as is either named in **Article 5** or appointed by the Employer in relation to any Order.

Principal Designer: the Contract Administrator or such other person as is either named in **Article 4** or appointed by the Employer in relation to any Order.

Public Holiday: Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday.^[17]

Recitals: the recitals in the **Agreement**.

Schedule of Hourly Charges: see **clause 5.4.1**.

Schedule of Rates: the schedule of rates identified in the **Contract Particulars (item 12)**, together with the preliminaries and specification preambles applicable to this Contract included in or annexed to it.

Scheme: Part 1 of the Schedule to The Scheme for Construction Contracts (England and Wales) Regulations 1998.

Site: the building(s) and/or land within the Contract Area to which an Order relates.

Site Materials: all unfixed materials and goods delivered to and placed on or adjacent to a Site which are intended for incorporation in the work under an Order relating to that Site.

Specified Perils: see **clause 6.6**.

Statutory Requirements: any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law which affects the work in any Order or performance of any obligations under this Contract and any regulation or bye-law of any local authority or statutory undertaker which has any jurisdiction with regard to that work or with whose systems the work is, or is to be, connected.

[17] **+++Now footnote [13]+++** Amend as necessary if different Public Holidays are applicable.

Statutory Undertaker: any local authority or statutory undertaker where executing work solely in pursuance of its statutory obligations, including any persons employed, engaged or authorised by it upon or in connection with that work.

Terrorism Cover: see clause 6.6.

Valuation Date: each date as specified by the **Contract Particulars (item 10)**.

Variation: see clause 5.1.

VAT: Value Added Tax.

Works Insurance Policy: the Joint Names Policy or policies covering the work or supply comprised in Orders to be effected and maintained under clause 6.7.2 or 6.8.

1.2 Agreement etc. to be read as a whole

The Agreement and these Conditions are to be read as a whole. Nothing contained in any other Contract Document or in any drawing or specification issued as part of an Order shall override or modify the Agreement or these Conditions.

1.3 Headings, references to persons, legislation etc.

In the Agreement and these Conditions, unless the context otherwise requires:

- 1.3.1 the headings, notes and footnotes are included for convenience only and shall not affect the interpretation of this Contract;
- 1.3.2 the singular includes the plural and vice versa;
- 1.3.3 a gender includes any other gender;
- 1.3.4 a reference to a 'person' includes any individual, firm, partnership, company and any other body corporate;
- 1.3.5 a reference to a statute, statutory instrument or other subordinate legislation ('legislation') is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification, and including corresponding legislation in any other relevant part of the United Kingdom; and
- 1.3.6 references to documents shall, where there is a BIM Protocol or other protocol relating to the supply of documents or information, be deemed to include information in a form or medium conforming to that protocol.

1.4 Reckoning periods of days

Where under this Contract an act is required to be done within a specified period of days after or from a specified date, the period shall begin immediately after that date. Where the period would include a day which is a Public Holiday that day shall be excluded.

1.5 Contracts (Rights of Third Parties) Act 1999

Notwithstanding any other provision of this Contract, nothing in this Contract confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

1.6 Notices and other communications

- 1.6.1 Each Order, notice, instruction or other communication referred to in the Agreement or these Conditions shall be in writing.
- 1.6.2 Unless otherwise stated in these Conditions, any notice or other communication under this Contract may be given to or served on the recipient by any effective means at the address specified in the Agreement or such other address as he shall notify to the other Party. If no address is then current, the notice or other communication shall be treated as effectively given or served if addressed and sent by pre-paid post to the recipient's last known principal business address or (where a body corporate) its registered or principal office.

1.7 Applicable law

This Contract shall be governed by and construed in accordance with the law of England.^[18]

[18] +++Now footnote [14]+++ Where the Parties do not wish the law applicable to this Contract to be the law of England appropriate amendments should be made.

Section 2 Carrying out Work

2.1 Contractor's obligations

On receipt of an Order the Contractor shall carry it out in a proper and workmanlike manner and in accordance with the Contract Administrator's instructions, the Contract Documents, the Construction Phase Plan and Statutory Requirements, and shall give all notices required by the Statutory Requirements.

2.2 Materials, goods and workmanship

2.2.1 The Contractor in carrying out each Order shall use materials, goods and workmanship of the quality and standards specified in the Order or, if not so specified, as specified in the Schedule of Rates.

2.2.2 Insofar as the quality of materials or goods or of the standards of workmanship are stated to be a matter for the Contract Administrator's approval, such quality and standards shall be to his reasonable satisfaction.

2.2.3 To the extent that the quality of materials and goods or standards of workmanship are not described in the Order or Schedule of Rates nor stated to be a matter for such approval or satisfaction, they shall be of a standard appropriate to the relevant work.

2.2.4 For the purposes of carrying out each Order the Contractor, subject to clause 2.3.1.2, shall:

2.2.4.1 provide all the labour, materials and goods necessary;

2.2.4.2 provide, unless otherwise stated in the Contract Documents, the requisite plant and equipment for the proper execution of all Orders, including scaffolding, tackle, machinery, tools or other appliances and everything necessary for the use of his workmen and shall be responsible for carrying them to the place where they are required, for any necessary erection and for subsequent removal;

2.2.4.3 provide all items necessary to comply with the Statutory Requirements in respect of safety, health and welfare,

and for the purposes of this Contract shall take all reasonable steps to encourage Contractor's Persons to be registered cardholders under the [Construction Skills Certification Scheme](#) (CSCS) or qualified under an equivalent recognised qualification scheme.

2.3 Rights of Employer

2.3.1 The Employer reserves the right:

2.3.1.1 to place orders for similar work with other contractors or his own labour within the Contract Area;

2.3.1.2 to supply any of the materials, goods or plant and equipment necessary for the carrying out of any Order.

2.3.2 Materials and goods supplied by the Employer under clause 2.3.1.2 shall remain the property of the Employer and shall be used by the Contractor for the carrying out of an Order and for no other purpose and the Contractor shall be responsible for their safe storage whilst on the Site. Any such materials or goods not required for the carrying out of an Order shall, on completion of the Order or on the termination of the Contractor's employment, whichever first occurs, be disposed of or dispatched by the Contractor as directed by the Contract Administrator; the cost of such disposal or dispatch shall be certified by the Contract Administrator for payment by the Employer under clause 4.6.

2.3.3 The Contractor shall give a receipt for any materials or goods handed over to him by the Contract Administrator and shall obtain a receipt for any returned.

- 2.3.4 The Contractor shall be responsible for the safe storage of any plant and equipment supplied for him by the Employer under clause 2.3.1.2 and shall return such plant and equipment to the Contract Administrator at the Site on completion of the Order for which it is supplied or on termination of the Contractor's employment, whichever first occurs. The Contractor shall give a receipt for such plant and equipment and obtain a receipt from the Contract Administrator on its return.
- 2.3.5 The Employer shall notify the Contractor of the then current value of any materials or goods or usage of plant supplied under this clause 2.3 and the Contractor shall be entitled to a handling charge of 5% on that value. The Adjustment Percentage shall not be applied to that charge.
- 2.3.6 Materials and goods supplied by the Employer for any Order shall be of the respective kinds described in the Schedule of Rates; the Contractor shall not be liable for any loss or damage resulting from failure of such materials or goods to conform with this clause 2.3.6.

2.4 Size and duration of Orders

Unless otherwise agreed between the Contractor and the Contract Administrator, Orders shall be of a size consistent with the Contract Particulars (item 6) and shall be reasonably capable of being carried out within the Contract Period.

2.5 Value of work to be carried out under this Contract

With regard to the anticipated value of work as stated in the Contract Particulars (item 7), the Employer gives no warranty or undertaking as to the actual amount of work that will be ordered and no variance in the actual value of work ordered shall give rise to a change in any rate, price or percentage adjustment.

2.6 Orders – completion

Unless covered by a priority coding referred to in the Contract Particulars (item 8), each Order shall state a commencement date and a reasonable date for its completion and, subject to clause 2.10.2, the Contractor shall complete each Order by that completion date.

2.7 Programme

Where the Contract Administrator requests, the Contractor, without charge to the Employer, shall provide the Contract Administrator with a programme for carrying out the Orders identified by the Contract Administrator in his request and, within a reasonable time after the issue of a Variation, with amendments and revisions to that programme to take account of the Variation. Nothing in the programme or in any amendment or revision of it shall impose any obligations beyond those imposed by the Contract Documents.

2.8 Divergences from Statutory Requirements

- 2.8.1 If the Contractor becomes aware of any divergence between the Statutory Requirements and either an Order or a Variation, he shall immediately give to the Contract Administrator a notice specifying the divergence.
- 2.8.2 Provided the Contractor is not in breach of clause 2.8.1, the Contractor shall not be liable under this Contract if the work comprised in an Order does not comply with the Statutory Requirements to the extent that the non-compliance results from the Contractor having carried out work in accordance with the Order or with any instruction requiring a Variation.

2.9 Fees or charges

The Contractor shall pay all fees and charges (including any rates or taxes) legally demandable under any of the Statutory Requirements in respect of an Order. The Contractor shall be reimbursed for payment of such fees and charges to the extent that they are not included in the rates or prices in the Schedule of Rates.

2.10 Extension of time

- 2.10.1 The Contractor shall forthwith give notice to the Contract Administrator of any matter which is causing or is likely to cause delay in the completion of an Order beyond the date stated for its completion but shall constantly use his best endeavours to carry out each Order by the stated date.

- 2.10.2 If the Contractor is unable to complete an Order by its stated date for completion, due to a suspension by the Contractor of the performance of his obligations under this Contract pursuant to clause 4.7 or for reasons beyond his control (including compliance with any instruction of the Contract Administrator that does not arise from the Contractor's default), the Contract Administrator shall fix such later date for completion as may be fair and reasonable and notify the Parties accordingly. Provided the Order when issued complied with clause 2.4, the Contractor shall not be relieved of his obligations to complete the Order by the later date so fixed by reason of that later date being outside the Contract Period.

2.11 Order Completion Date

- 2.11.1 The Contractor shall notify the Contract Administrator the date when in his opinion an Order has been completed and/or supplied in accordance with this Contract. If the Contract Administrator does not dissent by notice, giving reasons, within 14 days of receipt of the Contractor's notice, the date so notified shall for all the purposes of this Contract be the date when the Order was completed and/or supplied in accordance with this Contract (the 'Order Completion Date').
- 2.11.2 If the Contract Administrator dissents, then, as soon as he is satisfied that the Order has been duly completed and/or supplied, he shall as soon as practicable notify the Contractor and, unless otherwise agreed or determined in accordance with the dispute resolution procedures of this Contract, the Order Completion Date shall be the date stated in the Contract Administrator's notice.

2.12 Defects

Any defects, shrinkages or other faults which appear within 6 months of the Order Completion Date and which are due to materials or workmanship not in accordance with this Contract, shall be made good by the Contractor at no cost to the Employer.

Section 3 Control of Work

3.1 Assignment

Neither the Employer nor the Contractor shall, without the consent of the other, assign this Contract or any rights thereunder.

3.2 Sub-contracting

The Contractor shall not without the prior consent of the Contract Administrator sub-contract any Order or part of an Order. Such consent shall not be unreasonably delayed or withheld and shall apply to all Orders except to the extent otherwise stated in that consent. Where considered appropriate, the Contractor shall engage the Sub-Contractor using the JCT Short Form of Sub-Contract.

3.3 Contractor's representative

The Contractor shall employ a competent Contractor's representative and any Orders or Variations given to him by the Contract Administrator shall be deemed to have been issued to the Contractor.

3.4 Access to the Site

3.4.1 Except to the extent that the Schedule of Rates otherwise provides, access to the Site shall be arranged by, and in accordance with instructions of, the Contract Administrator who, where the Site is occupied, shall also be responsible for ensuring that the occupier removes such fixtures, fittings or other items as are necessary to enable the Contractor to carry out the Order and does not otherwise unreasonably prevent or impede the Contractor from carrying out such Order.

3.4.2 If the Contractor is unable to gain access to the Site in accordance with the Contract Administrator's instructions or, having been granted access to an occupied Site, cannot reasonably carry out the Order by reason of the Contract Administrator's or occupier's non-compliance with clause 3.4.1, he shall forthwith notify the Contract Administrator; the time necessarily spent unproductively by the Contractor in consequence shall be assessed or recorded and valued as daywork under clause 5.4.1, and clause 5.4.2 shall apply so far as relevant.

3.4.3 To the extent that clauses 3.4.1 and 3.4.2 do not apply because the Schedule of Rates provides otherwise, the Contractor shall comply with the access provisions of that Schedule.

3.5 Variations

3.5.1 The Contract Administrator may from time to time require Variations, through instructions and/or the issue of further drawings, details, directions and/or explanations.

3.5.2 The Contractor shall not make any alteration in, addition to or omission from the work and/or supply comprised in any Order except as required under clause 3.5.1. If the Contractor carries out a Variation otherwise than pursuant to an instruction or other requirement of the Contract Administrator, the Contract Administrator may sanction it.

3.5.3 No Variation required by the Contract Administrator or subsequently sanctioned by him shall invalidate the Order or vitiate this Contract.

3.5.4 The value of any Variation issued or sanctioned by the Contract Administrator shall be ascertained in accordance with section 5 and, as soon as ascertained in whole or in part, the ascertained amount shall be included in the estimated value of the relevant Order for the purposes of clause 4.3 (progress payments) and in the valuation of it for the purposes of clause 4.4 or 4.5 (final payment).

3.6 Cancellation of an Order

3.6.1 The Contract Administrator may cancel any Order.

3.6.2 On the cancellation of an Order:

- 3.6.2.1 the Contract Administrator shall value and certify, in accordance with clause 4.4, for payment by the Employer under that clause, any work or supply which in his opinion has been properly carried out or made by the Contractor against that Order, taking into account any amounts previously certified in respect of it; and
- 3.6.2.2 the Employer shall reimburse the Contractor such additional direct costs as may reasonably have been incurred by the Contractor as a result.

3.7 Exclusion from the Site

The Contract Administrator may (but shall not unreasonably or vexatiously) issue instructions requiring the exclusion from the Site of any person employed thereon.

3.8 Non-compliance with instructions

If within 7 days after receipt of a notice from the Contract Administrator requiring compliance with a Contract Administrator's instruction the Contractor does not comply, the Employer may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to that instruction. The Contractor shall be liable for all additional costs incurred by the Employer in connection with such employment and such costs may be withheld or deducted by the Employer from any monies due or to become due to the Contractor under this Contract or shall be recoverable from the Contractor as a debt.

3.9 CDM Regulations

Each Party undertakes to the other that in relation to each Order and Site he will duly comply with applicable CDM Regulations. In particular but without limitation:

- 3.9.1 the Employer shall in each case ensure that the Principal Designer carries out his duties and, where the Contractor is not the Principal Contractor, shall ensure that the Principal Contractor carries out his duties under those regulations;
- 3.9.2 the Contractor shall comply with regulations 8 and 15 and, where he is the Principal Contractor, with regulations 12 to 14;^[19]
- 3.9.3 whether or not the Contractor is the Principal Contractor, compliance by the Contractor with his duties under the regulations, including any such directions as are referred to in regulation 15(3), shall be at no cost to the Employer and shall not entitle the Contractor to an extension of time;
- 3.9.4 if the Employer appoints any other person as the Principal Designer or Principal Contractor either in relation to all Orders or for specific Orders, the Employer shall immediately upon that appointment notify the Contractor with details of the new appointee.

3.10 Replacement of Contract Administrator

If the Contract Administrator at any time ceases to hold that post for the purposes of this Contract, the Employer shall as soon as reasonably practicable, and in any event within 14 days of the cessation, nominate a replacement. No replacement Contract Administrator appointed for this Contract shall be entitled to disregard or overrule any certificate, opinion, decision, approval or instruction given or expressed by any predecessor in that post, save to the extent that that predecessor if still in the post would then have had power under this Contract to do so.

[19] **+++Now footnote [15]+++** Where the Employer is a domestic client, as defined in regulation 2, the Principal Contractor may also be responsible for carrying out certain of the client's duties under regulations 4, 6 and 8.

Section 4 Payment

4.1 VAT

Sums certified for payment are exclusive of VAT and in relation to each payment to the Contractor under this Contract, the Employer shall in addition pay the amount of any VAT properly chargeable in respect of it.

4.2 Construction Industry Scheme (CIS)

Where it is stated in the Contract Particulars (item 9) that the Employer is a 'contractor' for the purposes of the Construction Industry Scheme (CIS) or if at any time up to the final payment in respect of the last Order outstanding under this Contract the Employer becomes such a 'contractor', his obligation to make any payment under this Contract is subject to the provisions of the CIS.

4.3 Progress payments

4.3.1 Where at the date of issue of an Order or of any Variation to it (after adjustment for the effects of any relevant Variations):

4.3.1.1 the value of the Order is estimated by the Contract Administrator to exceed the amount stated in the Contract Particulars (item 10); and/or

4.3.1.2 the duration of the work comprised in that Order is estimated to be 45 days or more

the Contractor may not later than each subsequent Valuation Date make an application to the Contract Administrator for a progress payment of the amount he considers due for the work carried out or supplies made pursuant to the Order calculated as at the relevant Valuation Date. The application shall state the basis on which that sum has been calculated and shall be accompanied by such further information as may be specified in the Contract Documents.

4.3.2 The due date for a progress payment shall in each case be the date 7 days after the relevant Valuation Date.

4.3.3 Where an application is made in accordance with clause 4.3.1, the Contract Administrator shall not later than 5 days after the due date issue a certificate, stating the sum that he considers to be, or to have been, due to the Contractor at the due date in respect of the progress payment, after taking into account any amounts previously certified and (where relevant) any sums paid under clause 4.6.3 in respect of any application made after the issue of the latest certificate. The certificate shall state the basis on which that sum has been calculated.

4.4 Final payment where Contract Administrator measures and values Orders

Where the Contract Administrator is to value an Order pursuant to clause 5.2:

4.4.1 the due date shall be 28 days after the Order Completion Date or, for Orders where progress payments are to be made, 51 days after the Order Completion Date;

4.4.2 the Contract Administrator shall not later than 5 days after the relevant due date issue a certificate stating as the sum due the total amount that he considers to be or have been due to the Contractor under these Conditions in respect of the completed Order, less any amounts previously certified in respect of it under clause 4.3.3 and (where relevant) any sums paid in respect of any such application as is mentioned in clause 4.3.3, and stating the basis on which the sum has been calculated;

4.4.3 if the Contract Administrator does not issue a certificate in respect of the Order in accordance with clause 4.4.2 within 33 days of the Order Completion Date or, for Orders where progress payments are to be made, within 56 days of the Order Completion Date, the Contractor may make an application stating the sum that he considers will or has become due to him in respect of the Order and the basis on which that sum has been calculated.

4.5 Final payment where Contractor measures and values Orders

Where the Contractor is to value an Order pursuant to clause 5.2:

- 4.5.1 the Contractor shall following the Order Completion Date make an application to the Contract Administrator in respect of the completed Order, stating the sum that the Contractor considers will become due to him on the due date in respect of the Order and the basis on which that sum has been calculated, accompanied by such further information as may be specified in the Contract Documents;
- 4.5.2 the due date for payment in respect of the completed Order shall be the date 7 days after the next monthly Valuation Date following receipt by the Contract Administrator of the Contractor's application. Not later than 5 days after the due date the Contract Administrator shall issue a certificate stating the sum that he considers to be due to the Contractor in respect of the completed Order, after taking into account any amounts previously certified in respect of the Order, and the basis on which that sum has been calculated;
- 4.5.3 if the Contractor fails to make an application in accordance with clause 4.5.1 within 56 days after the Order Completion Date, the Contract Administrator may at any time give the Contractor notice that, unless the Contractor makes an application within a period of 28 days after the date of issue of the notice, the Contract Administrator will arrange for the measurement and valuation of the work and/or supply comprising the Order;
- 4.5.4 if the Contractor fails to make an application within the period of notice given under clause 4.5.3:
 - 4.5.4.1 the Contract Administrator shall arrange for measurement and valuation of the Order;
 - 4.5.4.2 the due date shall be 35 days from the date of expiry of the notice period; and
 - 4.5.4.3 the Contract Administrator shall not later than 5 days after the due date issue a certificate in accordance with clause 4.5.2 but, in addition to deducting any amounts previously certified in respect of the Order, shall also be entitled to deduct the amount of the costs reasonably and properly incurred by or on behalf of the Employer in respect of the measurement and valuation;
- 4.5.5 if clause 4.5.4 applies but the Contract Administrator fails to issue a certificate as required by clause 4.5.4.3, the Contractor may at any time after the expiry of the 5 day period referred to in clause 4.5.4.3 make an application giving the details required by clause 4.5.1.

4.6 Payments – final date and amount

- 4.6.1 Subject to clause 4.6.4, the final date for payment of each payment under clauses 4.3 to 4.5 shall be 14 days from its due date.
- 4.6.2 Subject to any notice given by the Employer under clause 4.6.5, the Employer shall pay the sum stated as due in the relevant certificate on or before the final date for payment.
- 4.6.3 If a certificate is not issued in accordance with clause 4.3.3, 4.4.2, 4.5.2 or 4.5.4, the Employer shall, subject to any notice given under clause 4.6.5, pay the Contractor the sum stated as due in the application.
- 4.6.4 Where an application is made by the Contractor in the circumstances mentioned in clause 4.4.3 or 4.5.5, the final date for payment of the sum specified in it shall for all purposes be regarded as postponed by the same number of days after the last date for issue of the certificate referred to in clause 4.4.2 or 4.5.4.3 that the application is made but notice by the Employer under clause 4.6.5 may not be given prior to the application being made.
- 4.6.5 Where the Employer intends to pay less than the sum stated as due from him in the certificate or application, he shall not later than 5 days before the final date for payment give the Contractor notice of that intention specifying the sum he considers to be due to the Contractor at the date the notice is given and the basis on which that sum has been calculated. Where such notice is given, the payment to be made on or before the final date for payment shall not be less than the amount stated as due in the notice.
- 4.6.6 If the Employer fails to pay a sum, or any part of it, due to the Contractor under these Conditions by its final date for payment, the Employer shall, in addition to any unpaid amount that should properly have been paid, pay the Contractor simple interest on that

amount at the Interest Rate for the period from the final date for payment until payment is made.

- 4.6.7 Any such unpaid amount and any interest under clause 4.6.6 shall be recoverable as a debt. Acceptance of a payment of interest shall not in any circumstances be construed as a waiver either of the Contractor's right to proper payment of the principal amount due, to suspend performance under clause 4.7 or to terminate his employment under section 8.
- 4.6.8 A notice to be given by the Employer under clause 4.6.5 may be given on his behalf by the Contract Administrator or by any other person who the Employer notifies the Contractor as being authorised to do so.
- 4.6.9 In relation to the requirements for the issue of certificates and the giving of notices under section 4, it is immaterial that the amount then considered to be due may be zero.

4.7 Contractor's right of suspension

- 4.7.1 If the Employer fails to pay a sum payable to the Contractor in accordance with clause 4.6 (together with any VAT properly chargeable in respect of that payment) by the final date for payment and the failure continues for 7 days after the Contractor has given notice to the Employer, with a copy to the Contract Administrator, of his intention to suspend the performance of his obligations under this Contract and the grounds for such suspension, the Contractor, without affecting his other rights and remedies, may suspend performance of any or all of those obligations until payment is made in full.
- 4.7.2 Where the Contractor exercises his right of suspension under clause 4.7.1, he shall be entitled to a reasonable amount in respect of costs and expenses reasonably incurred by him as a result of exercising the right.
- 4.7.3 Applications in respect of any such costs and expenses shall be made to the Contract Administrator and the Contractor shall with his application or on request submit such details of them as are reasonably necessary for ascertaining the amount in question. When ascertained or agreed, the amount shall be included in the next certificate.

Section 5 Measurement and Valuation

5.1 Definition of Variations

The term 'Variation' means:

- 5.1.1 the alteration or modification of the design, quality or quantity of work or supply comprised in an Order;
- 5.1.2 any other addition to, omission from or alteration of any Order; or
- 5.1.3 the removal of any inconsistencies in or between any documents included in an Order.

5.2 Measurement and Valuation – responsibility

Unless otherwise agreed by the Contract Administrator and the Contractor, all work carried out pursuant to an Order (including any Variations required by the Contract Administrator or subsequently sanctioned by him) shall be valued in accordance with clauses 5.3 to 5.8. Such valuation of an Order shall be undertaken by whichever of them is designated in the Contract Particulars (item 11).

5.3 Valuation – measurement

- 5.3.1 Subject to clauses 2.3.5, 5.4.1 and 5.5 the valuation of an Order shall be ascertained by measurement and valuation in accordance with the principles of measurement and the rates or prices in the Schedule of Rates applicable at the date of the Order, insofar as such rates or prices apply, subject to adjustment by the Adjustment Percentage.
- 5.3.2 Where the Contract Administrator is to undertake measurement of an Order, he shall give the Contractor an opportunity to be present at the time of such measurement and to take such notes and measurements as the Contractor may require.

5.4 Valuation – daywork

- 5.4.1 Where in the Contract Administrator's opinion the appropriate basis for valuation of an Order or part of an Order is daywork, the direct labour element shall be calculated in accordance with the all-in labour rates (inclusive of incidental costs, overheads and profit) set out in the Schedule of Hourly Charges annexed to this Contract, with related charges being calculated in accordance with that Schedule and/or the Contract Particulars^[20].
- 5.4.2 The Contractor shall give to the Contract Administrator reasonable prior notice of the commencement of any work (or supply of labour and/or materials) which he considers should be carried out as daywork and not later than 7 Business Days after the work has been executed the Contractor shall deliver to the Contract Administrator for verification return(s) in the form required by the Contract Administrator specifying the time spent daily upon the work, the workmen's names, and the plant, materials and other items employed. A copy of the returns, if approved by the Contract Administrator, shall be returned to the Contractor.

5.5 Derived rates

- 5.5.1 Where the rates or prices in the Schedule of Rates do not apply or where there is no applicable all-in labour rate in the Schedule of Hourly Charges, as the case may be, the value shall be based upon such rates or prices as may fairly be deduced therefrom, rates and prices deduced from the Schedule of Rates being subject to adjustment by the Adjustment Percentage.
- 5.5.2 If it is not practicable or would not be fair and reasonable to apply the rates or prices in the Schedule of Rates or Schedule of Hourly Charges or to deduce rates or prices therefrom, the value shall be agreed between the Parties, failing which it shall be ascertained on a fair

[20] **+++Now footnote [16]+++** In addition to the inclusive labour rates set out in the Schedule of Hourly Charges, this Contract envisages that that Schedule, alone or in combination with the Contract Particulars, will set out the basis of charging for any daywork sub-contracted and will provide for any percentage or other handling charges that are to be added to the cost of materials, goods, plant, services, consumables and (if appropriate) sub-contract work supplied.

and reasonable basis by the Contract Administrator after consultation with the Contractor.

5.6 Rates – Fluctuations

- 5.6.1 Unless it is stated in the Contract Particulars (item 12.3) that this clause 5.6.1 does not apply:
- 5.6.1.1 where the Schedule of Rates is the National Schedule of Rates, the rates in that Schedule current at the commencement of the Contract Period will apply to the valuation of Orders issued prior to the next following 1 August and subsequently the update for those rates at 1 August in each year will apply to Orders issued on or after 1 August; or
- 5.6.1.2 where the Schedule of Rates is not the National Schedule of Rates, the basis on which and the dates as at which the rates in that Schedule are to be revised during the Contract Period shall be those stated or referred to in the Contract Particulars (item 12.4).
- 5.6.2 If it is stated in the Contract Particulars that clause 5.6.1 does not apply or, where the Schedule of Rates is not the National Schedule of Rates, if there is no identified basis for revision as referred to in clause 5.6.1.2, the rates given in the Schedule of Rates current at the commencement of the Contract Period shall remain fixed for all Orders.
- 5.6.3 Unless it is stated in the Contract Particulars (item 13.2) that this clause 5.6.3 does not apply, the all-in labour rates set out in the Schedule of Hourly Charges shall be revised at 1 August in each year, or such other annual revision date as is stated in that item, in accordance with the basis (if any) set out in that Schedule or identified in the Contract Particulars or, if none, in accordance with clause 5.6.5.
- 5.6.4 Whether or not clause 5.6.3 applies, any all-in hourly rate deduced or fixed under clause 5.5 shall be revised on such revision date (if any) as is fixed for revision of the relevant Schedule or, if none is fixed, as at 1 August in each year.
- 5.6.5 In the absence of any express basis for revision where clause 5.6.3 applies or in the case of revision under clause 5.6.4, the revised rates shall be agreed between the Contractor and the Contract Administrator or, failing agreement, determined by the Contract Administrator on a fair and reasonable basis.

5.7 Overtime work

- 5.7.1 For the purposes of this clause 5.7:
- 5.7.1.1 'overtime' means time worked in addition to 'normal working hours' as defined in the rules or decisions of the Construction Industry Joint Council or other wage-fixing body applicable to the work comprised in the Order, as promulgated at the date of the Order; and
- 5.7.1.2 'non-productive overtime rates' means the net amounts, in excess of the rates paid for work in normal working hours, which are to be paid for overtime in accordance with the rules or decisions mentioned above as promulgated at the date of the Order.
- 5.7.2 Where overtime work for an Order is specifically directed by the Contract Administrator, unless an all-in non-productive overtime rate is included in the Schedule of Hourly Charges, the Contractor, in addition to the amount otherwise due under this section 5 in respect of the valuation of the Order, shall be paid the amount of the non-productive overtime rates paid by the Contractor, adjusted by the percentage set out in the Contract Particulars (item 14).
- 5.7.3 No payment shall be due under clause 5.7.2 unless the Contractor has submitted to the Contract Administrator returns, in a format directed by the Contract Administrator or as provided in the preliminaries in the Schedule of Rates, stating the amount of overtime worked in accordance with the directions referred to in clause 5.7.2 and the amount of the non-productive overtime rates paid by the Contractor. A copy of those returns, if approved, shall be certified by the Contract Administrator and returned to the Contractor.

5.8 Interruption of work – unproductive costs

If, while carrying out the work comprised in any Order, the Contractor is required by the Contract

Administrator during normal working hours (as referred to in clause 5.7.1) to interrupt such work and to carry out other work in priority to that comprised in the Order, any agreed lost time or other unproductive costs shall be valued as daywork under clause 5.4.1, and clause 5.4.2 shall apply so far as relevant.

Section 6 Injury, Damage and Insurance

6.1 Contractor's liability – personal injury or death

The Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or the death of any person arising out of or in the course of or caused by the carrying out of an Order, except to the extent that the same is due to any act or neglect of the Employer, any Employer's Person or any Statutory Undertaker.

6.2 Contractor's liability – loss, injury or damage to property

Subject to clause 6.3, the Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings in respect of any loss, injury or damage whatsoever to any property real or personal in so far as such loss, injury or damage arises out of or in the course of or by reason of the carrying out of an Order and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Contractor or any Contractor's Person.

6.3 Loss or damage to existing structures or their contents

6.3.1 Where clause 6.7.1 applies, the Contractor's liability and indemnity under clause 6.2 excludes any loss or damage to existing structures or to any of their contents required to be insured under clause 6.7 that is caused by any of the risks or perils required or agreed to be insured against under that clause.

6.3.2 The exclusion in clause 6.3.1 shall apply notwithstanding that the loss or damage is or may be due in whole or in part to the negligence, breach of statutory duty, omission or default of the Contractor or any Contractor's Person.

6.3.3 Where a Clause 6.7.1 Replacement Schedule applies in lieu of clause 6.7.1, the Contractor's liability and indemnity under clause 6.2 shall, in respect of loss, injury or damage to the existing structures and their contents due to the causes specified in that clause, be subject only to such limitations or exclusions as are specified in that schedule.

6.3.4 The reference in clause 6.2 to 'property real or personal' does not include the work comprised in an Order, work executed or Site Materials up to and including whichever is the earlier of the Order Completion Date or the date of termination of the Contractor's employment.

6.4 Contractor's insurance of his liability

6.4.1 Without limiting or affecting his indemnities to the Employer under clauses 6.1 and 6.2, the Contractor shall effect and maintain insurance in respect of claims arising out of the liabilities referred to in those clauses which:

6.4.1.1 in respect of claims for personal injury to or the death of any employee of the Contractor arising out of and in the course of such person's employment, shall comply with all relevant legislation; and

6.4.1.2 for all other claims to which clause 6.4.1 applies^[21], shall indemnify the Employer in like manner to the Contractor (but only to the extent that the Contractor may be liable to indemnify the Employer under the terms of this Contract) and shall for any one occurrence or series of occurrences arising out of one event be in a sum not less than that stated in the Contract Particulars (item 15.1).^[22]

6.4.2 As to evidence that such insurances have been effected and are being maintained and the consequences of failure to comply, clause 6.11 shall apply.

[21] +++Now footnote [17]+++ It should be noted that the cover granted under Public Liability policies taken out pursuant to clause 6.4.1 may not be co-extensive with the indemnity given to the Employer in clauses 6.1 and 6.2: for example, each claim may be subject to an excess and cover may not be available in respect of loss or damage due to gradual pollution.

[22] +++Now footnote [18]+++ The Contractor may, if he wishes, insure for a sum greater than that stated in the Contract Particulars (item 15).

6.5 Excepted Risks

Notwithstanding clauses 6.1, 6.2 and 6.4.1, the Contractor shall neither be liable to indemnify the Employer nor obliged to insure against any personal injury to or the death of any person or any damage, loss or injury to work or supply comprised in an Order, Site Materials, work executed, the Site or any other property, caused by the effect of an Excepted Risk.

6.6 Related definitions

In these Conditions the following phrases shall have the following meanings:

All Risks Insurance^[23]: insurance which provides cover against any physical loss or damage to work executed or supplies made pursuant to an Order and Site Materials (whether supplied by the Employer or by the Contractor) and against the reasonable cost of the removal and disposal of debris and of any shoring and propping which results from such physical loss or damage but excluding the cost necessary to repair, replace or rectify:

- (a) property which is defective due to:
 - (i) wear and tear,
 - (ii) obsolescence, or
 - (iii) deterioration, rust or mildew;
- (b) any work executed or supplies made or any Site Materials lost or damaged as a result of its own defect in design, plan, specification, material or workmanship or any other work executed which is lost or damaged in consequence thereof where such work relied for its support or stability on such work which was defective^[24];
- (c) loss or damage caused by or arising from:
 - (i) any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, commandeering, nationalisation or requisition or loss or destruction of or damage to any property by or under the order of any government *de jure* or *de facto* or public, municipal or local authority,
 - (ii) disappearance or shortage if such disappearance or shortage is only revealed when an inventory is made or is not traceable to an identifiable event, or
 - (iii) an Excepted Risk.

Excepted Risks: the risks comprise:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof (other than such risk insofar, but only insofar, as it is included in the Terrorism Cover from time to time required to be taken out and maintained under this Contract);
- (b) pressure waves caused by aircraft or other aerial devices travelling at sonic or

[23] **+++Now footnote [19]+++** The risks and costs that All Risks Insurance is required to cover are defined by exclusions. Policies issued by insurers are not standardised; the way in which insurance for these risks is expressed varies and **in some cases it may not be possible for insurance to be taken out against certain of the risks required to be covered**. In the case of Terrorism Cover, where the extension of cover will involve an additional premium and may in certain situations be difficult to effect, the requirement is now expressly limited to Pool Re Cover or such other cover as is agreed and set out in the Contract Particulars. That extension and any other relevant details of works insurance under this Contract also require discussion and agreement between the Parties and their insurance advisers at an early stage, **prior to entering into the Contract**. See the Measured Term Contract Guide.

[24] **+++Now footnote [20]+++** In an All Risks Insurance policy in respect of works to be carried out under this Contract, cover should not be reduced by any exclusion that goes beyond the terms of paragraph (b) in this definition. For example, an exclusion in terms that 'This Policy excludes all loss of or damage to the property insured due to defective design, plan, specification, materials or workmanship' would not be in accordance with the terms of clause 6.7.2 or 6.8 or that definition. Wider All Risks cover than that specified may be available, though it is not standard.

supersonic speeds; and

- (c) any act of terrorism that is not within the Terrorism Cover from time to time required to be taken out and maintained under this Contract.

Joint Names Policy: a policy of insurance which includes the Employer and the Contractor as composite insured and under which the insurers have no right of recourse against any person named as an insured, or recognised as an insured thereunder.

Pool Re Cover: such insurance against loss or damage to work executed and Site Materials caused by or resulting from terrorism as is from time to time generally available from insurers who are members of the Pool Reinsurance Company Limited scheme or of any similar successor scheme.^[25]

Specified Perils: fire, lightning, explosion, storm, flood, escape of water from any water tank, apparatus or pipe, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, but excluding Excepted Risks.

Terrorism Cover: Pool Re Cover or other insurance against loss or damage to work executed or supplies made pursuant to an Order and Site Materials (and/or, for the purposes of clause 6.13.1, to an existing structure and/or its contents) caused by or resulting from terrorism.^[25]

6.7 Joint Names Insurance of work or supply comprised in Orders and existing structures by the Employer^[26]

The Employer shall:

- 6.7.1 unless otherwise stated by the Contract Particulars (item 15.3) effect and maintain a Joint Names Policy in respect of the existing structures for which Orders may be issued, together with the contents of them owned by him or for which he is responsible, for the full cost of reinstatement, repair or replacement of loss or damage due to any of the Specified Perils;
- 6.7.2 subject to clause 6.8 where the Contract Particulars state that that clause applies (item 15.4), effect and maintain a Joint Names Policy for All Risks Insurance with cover no less than that specified in clause 6.6 for the full reinstatement value of each and every Order (plus the percentage, if any, stated in the Contract Particulars to cover professional fees (item 15.2))

and shall maintain such Joint Names Policies up to and including the end of the Contract Period (or up to the Order Completion Date of any Order which either pursuant to clause 2.10 or by agreement pursuant to clause 2.4 occurs after the end of the Contract Period), or (if earlier) the date of termination of the Contractor's employment under this Contract. In respect of the insurance referred to in this clause 6.7 the Employer shall notify his insurer of the identity of the properties in respect of which Orders may be issued and the Contract Period (but with the proviso that work or supply in respect of such properties may continue to be carried out or made by the Contractor until any later Order Completion Date).

6.8 Joint Names Insurance of work or supply comprised in Orders by the Contractor

If the Contract Particulars (item 15.4) state that this clause 6.8 applies, the Contractor shall effect and maintain with insurers approved by the Employer a Joint Names Policy for All Risks Insurance with cover no less than that specified in clause 6.6^[27] for the full reinstatement value of each and every

[25] +++Now footnote [21]+++ As respects Terrorism Cover and the insurance requirements, see footnote [23] +++ now footnote [19] +++ and the Measured Term Contract Guide.

[26] +++Now footnote [22]+++ Clause 6.7 can be used in its existing printed form by those Employers who are able to effect the Joint Names, Specified Perils cover referred to for the Contractor in respect of existing structures and their contents that are owned by the Employer or for which he is responsible.

However, the Joint Names Policy required by clause 6.7.1 or the extension of a subsisting structure and contents policy to being a Joint Names Policy may not be readily available – and that provision is often not now appropriate for – refurbishment projects or alterations by tenant Employers where existing structures insurance is the landlord's responsibility.

Joint Names cover may also not be readily available to some domestic owner-occupiers looking to undertake refurbishments or minor works to their property.

The Contract Particulars for clause 6.7.1 (item 15.3) therefore expressly allow the Parties in those circumstances to disapply clause 6.7.1 and, by means of a Clause 6.7.1 Replacement Schedule, to include in place of that clause provisions that are tailored to their particular requirements.

In JCT's view the preparation of such replacement provisions must be assigned to insurance professionals.

An explanatory summary of the alternative arrangements generally adopted to overcome those difficulties is, however, contained in the Measured Term Contract Guide.

[27] +++Now footnote [23]+++ In some cases it may not be possible for insurance to be taken out against certain of the risks covered by the

Order (plus the percentage, if any, stated in the Contract Particulars (item 15.2) to cover professional fees) up to and including the Order Completion Date for that Order and shall maintain that policy up to and including:

6.8.1 the end of the Contract Period or (if later) the last Order Completion Date; or

6.8.2 (if earlier) the date of termination of the Contractor's employment.

6.9 Clause 6.8 – use of Contractor's annual policy – as alternative

If and so long as the Contractor independently of this Contract maintains an annual insurance policy which in respect of the work or supplies comprised in Orders:

6.9.1 provides (inter alia) All Risks Insurance with cover and in amounts no less than those specified in clause 6.8; and

6.9.2 is a Joint Names Policy,

that policy shall satisfy the Contractor's obligations under clause 6.8. The annual renewal date of the policy, as supplied by the Contractor, is stated in the Contract Particulars (item 15.5).

6.10 Notification by Contractor of occupation and use

Where clause 6.8 applies, the Contractor shall before commencing to carry out the first Order under this Contract notify the insurer of the Joint Names Policy to which clause 6.8 refers that the Employer may have occupation and use of any property in respect of which Orders may be issued, and shall obtain the agreement of the insurer that any exclusion in the policy relating to such occupation and use shall not apply.

6.11 Evidence of insurance

6.11.1 Where a Party is required by this Contract to effect and maintain an insurance policy or cover under any of clauses 6.4, 6.7, 6.8 and 6.12, that Party shall at the request of the other Party supply such documentary evidence as the other Party may reasonably require that the policy or cover has been effected and remains in force.

6.11.2 If a Party required to provide such documentary evidence fails to provide it within 7 days of a request being made, the other Party may assume that there has been a failure to insure, and may insure against any risk, liability or expense to which he may be exposed as a consequence, but shall not be obliged to do so. If the other Party insures, the defaulting Party shall be liable for the costs that the other Party incurs in taking out and maintaining that insurance. Any costs payable to the Contractor shall be reimbursed to him by the Employer and shall be recoverable from the Employer as a debt; any costs payable to the Employer may be deducted by him from any sums due or to become due to the Contractor under this Contract or shall be recoverable from the Contractor as a debt.

6.12 Terrorism Cover – policy extensions and premiums

6.12.1 To the extent that the Works Insurance Policy excludes (or would otherwise exclude) loss or damage caused by terrorism, the Contractor, where clause 6.8 applies, or the Employer, where clause 6.7.2 applies, shall unless otherwise agreed effect and maintain, either as an extension to the Works Insurance Policy or as a separate Joint Names Policy, in the same amount and for the same period as the Works Insurance Policy, such Terrorism Cover as is specified in or by the Contract Particulars (item 15.6), subject to clauses 6.12.4 and 6.13.

6.12.2 Where clause 6.8 applies and the Contractor is required to take out and maintain Pool Re Cover, the cost of that cover and its renewal shall be deemed to be included in the Contractor's rates and prices save that, if at any renewal of the cover there is a variation in the rate on which the premium is based, the amounts payable to the Contractor shall be adjusted by the net amount of the difference between the premium paid by the Contractor and the premium that would have been paid but for the change in rate.

6.12.3 Where clause 6.8 applies and Terrorism Cover other than Pool Re Cover is specified as required, the cost of such other cover and of its renewal shall be added to the amounts payable to the Contractor.

definition of All Risks Insurance and note the potential difficulty with respect to Terrorism Cover mentioned at footnote [23] **+++ now footnote [19] +++**.

- 6.12.4 Where clause 6.8 applies and the Employer is a Local or Public Authority, if at any renewal of the Terrorism Cover (of any type) there is an increase in the rate on which the premium is based, he may instruct the Contractor not to renew the Terrorism Cover. If he so instructs, clause 6.14.5.3 shall apply with effect from the renewal date.

6.13 Terrorism Cover – non-availability – Employer's options

- 6.13.1 If the insurers named in any Joint Names Policy notify either Party that, with effect from a specified date (the 'cessation date'), Terrorism Cover will cease and will no longer be available or will only continue to be available with a reduction in the scope or level of such cover, the recipient shall immediately notify the other Party.
- 6.13.2 The Employer, after receipt of such notification but before the cessation date, shall give notice to the Contractor:
- 6.13.2.1 that, notwithstanding the cessation or reduction in scope or level of Terrorism Cover, the Employer requires that the work comprised in all or certain specified Orders continue to be carried out; and/or
- 6.13.2.2 that on the date stated in the Employer's notice (which shall be a date after the date of the insurers' notification but no later than the cessation date) work on all or certain specified Orders shall terminate.
- 6.13.3 Where clause 6.8 applies and the Employer gives notice under clause 6.13.2 requiring continuation of the work comprised in any Orders, he may instruct the Contractor to effect and maintain any alternative or additional form of Terrorism Cover then reasonably obtainable by the Contractor; the net additional cost to the Contractor of any such cover and its renewal shall be added to the amounts payable to the Contractor.
- 6.13.4 If the Employer gives notice of termination under clause 6.13.2 in respect of any Orders, a valuation of work completed (or of labour, materials and/or plant supplied) that has not been valued and certified before such termination shall be made and certified in respect of those Orders in accordance with sections 4 and 5 and the Employer shall pay the certified amount in accordance with clause 4.6.
- 6.13.5 In the case of any Orders in respect of which notice of termination is not given under clause 6.13.2.2, but work executed and/or Site Materials under any such Order thereafter suffer physical loss or damage caused by terrorism, clauses 6.14 and 6.15 shall as appropriate apply.

6.14 Loss or damage – insurance claims and reinstatement

- 6.14.1 If loss or damage affecting any executed work, Site Materials or other supplies made pursuant to an Order is occasioned by any of the risks covered by the Works Insurance Policy or an Excepted Risk or there is any loss of or damage of any kind to any existing structure or its contents, the Contractor shall forthwith upon it occurring or becoming apparent give notice both to the Contract Administrator and to the Employer of its nature, location and extent.
- 6.14.2 Subject to clauses 6.14.5.1 and 6.14.6, the occurrence of such loss or damage shall be disregarded in computing any amounts payable to the Contractor under this Contract.
- 6.14.3 The Contractor, for himself and his sub-contractors, shall authorise the insurers to pay to the Employer all monies from the Works Insurance Policy, and from any policies covering existing structures or their contents that are effected by the Employer.
- 6.14.4 Where loss or damage affecting executed work or Site Materials or other supplies made pursuant to an Order is occasioned by any risk covered by the Works Insurance Policy, and subject to clause 6.15 where relevant, the Contractor shall after any inspection required by the insurers under the Works Insurance Policy and with due diligence restore the damaged work, replace or repair any lost or damaged Site Materials or supplies made, remove and dispose of any debris (collectively 'reinstatement work') and proceed with the carrying out and completion of the Order(s).
- 6.14.5 Where clause 6.8 applies:
- 6.14.5.1 unless the Employer cancels the Order affected by the loss or damage, the Employer shall pay all monies from such insurance to the Contractor by instalments under separate reinstatement work certificates issued by the

Contract Administrator at the same dates as those for certificates under section 4 less only the amounts referred to in clause 6.14.5.2;

6.14.5.2 the Employer may retain from those monies any amounts properly incurred by the Employer and notified by him to insurers in respect of professional fees up to the aggregate amount of the percentage cover for those fees or (if less) the amount paid by insurers in respect of those fees;

6.14.5.3 in respect of reinstatement work, the Contractor shall not be entitled to any payment other than amounts received under the Works Insurance Policy except where there has been a cessation of or reduction in Terrorism Cover under clause 6.12.4 or 6.13 and loss or damage is then caused by or results from terrorism, in which case the reinstatement work shall, to the extent that its cost is no longer recoverable under the policy, be treated as a Variation and under section 4 or clause 6.14.5.1 included in Contract Administrator's certificates. In neither case shall there be any reduction in any amount payable by reason of any act or neglect of the Contractor or of any sub-contractor which may have contributed to the physical loss or damage.

6.14.6 Where clause 6.7.2 applies or where loss or damage is caused by an Excepted Risk, reinstatement work shall be treated as a Variation.

6.15 Loss or damage to existing structures – right of termination in respect of Orders

If there is material loss of or damage to any existing structure, the Employer shall be under no obligation to reinstate that structure, but either Party may, if it is just and equitable, give notice to the other within 28 days of the occurrence of that loss or damage that work on any affected Orders shall terminate. If such notice is given, then:

6.15.1 unless within 7 days of receiving the notice (or such longer period as may be agreed) the Party to whom it is given invokes a dispute resolution procedure of this Contract to determine whether the termination is just and equitable, it shall be deemed to be so;

6.15.2 upon the giving of that notice or, where a dispute resolution procedure is invoked within that period, upon any final upholding of the notice, the provisions of clause 6.13.4 shall apply.

Section 7 Break Provision – Rights of each Party

7.1 Break notice

Each Party shall have the right to reduce the duration of the Contract Period by giving the other Party not less than 13 weeks' notice to that effect (or such lesser period of notice as is stated in the Contract Particulars (item 16)). That notice may in either case expire at any time not less than 6 months after the date of commencement of the Contract Period.

7.2 Existing and subsequent Orders

As from receipt by the Employer or the Contractor, as the case may be, of notice under clause 7.1 the Contractor shall not, unless otherwise agreed between him and the Contract Administrator, be under any obligation to accept any subsequent Orders which cannot reasonably be completed before the expiration of the notice, but the Contractor shall not be relieved of his obligation to complete all Orders properly given prior to the receipt of the notice, even if such Orders cannot be, or are not, completed before the expiry of such notice, and to complete any subsequent Orders that can reasonably be completed before that expiration or that he otherwise accepts.

Section 8 Termination for Default, etc.

8.1 Meaning of insolvency

For the purposes of these Conditions:

- 8.1.1 a company becomes Insolvent:
 - 8.1.1.1 when it enters administration within the meaning of Schedule B1 to the Insolvency Act 1986;
 - 8.1.1.2 on the appointment of an administrative receiver or a receiver or manager of its property under Chapter I of Part III of that Act, or the appointment of a receiver under Chapter II of that Part;
 - 8.1.1.3 on the passing of a resolution for voluntary winding-up without a declaration of solvency under section 89 of that Act; or
 - 8.1.1.4 on the making of a winding-up order under Part IV or V of that Act.
- 8.1.2 a partnership becomes Insolvent:
 - 8.1.2.1 on the making of a winding-up order against it under any provision of the Insolvency Act 1986 as applied by an order under section 420 of that Act; or
 - 8.1.2.2 when sequestration is awarded on the estate of the partnership under section 12 of the Bankruptcy (Scotland) Act 1985 or the partnership grants a trust deed for its creditors.
- 8.1.3 an individual becomes Insolvent:
 - 8.1.3.1 on the making of a bankruptcy order against him under Part IX of the Insolvency Act 1986; or
 - 8.1.3.2 on the sequestration of his estate under the Bankruptcy (Scotland) Act 1985 or when he grants a trust deed for his creditors.
- 8.1.4 a person also becomes Insolvent if:
 - 8.1.4.1 he enters into an arrangement, compromise or composition in satisfaction of his debts (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction); or
 - 8.1.4.2 (in the case of a partnership) each partner is the subject of an individual arrangement or any other event or proceedings referred to in this clause 8.1.

Each of clauses 8.1.1 to 8.1.4 also includes any analogous arrangement, event or proceedings in any other jurisdiction.

8.2 Notices under section 8

- 8.2.1 Notice of termination of the Contractor's employment shall not be given unreasonably or vexatiously.
- 8.2.2 Such termination shall take effect on receipt of the relevant notice.
- 8.2.3 Each notice referred to in this section shall be delivered by hand or sent by Recorded Signed for or Special Delivery post. Where sent by post in that manner, it shall, subject to proof to the contrary, be deemed to have been received on the second Business Day after the date of posting.

8.3 Other rights, reinstatement

- 8.3.1 The provisions of this section 8 are without prejudice to any other rights and remedies available to either Party.
- 8.3.2 Irrespective of the grounds of termination, the Contractor's employment may at any time be reinstated, either generally or in respect of any particular Order or Orders, if and on such terms as the Parties agree.

8.4 Default by Contractor

- 8.4.1 If the Contractor:
- 8.4.1.1 fails to comply with the CDM Regulations; or
- 8.4.1.2 without reasonable cause fails in such a manner to comply with his obligations under this Contract that the carrying out of any Order or Orders is materially disrupted, suspended or delayed,
- the Contract Administrator may give to the Contractor a notice specifying the default or defaults (a 'specified' default or defaults).
- 8.4.2 If the Contractor continues a specified default for 14 days from receipt of the notice under clause 8.4.1, the Employer may on, or within 21 days from, the expiry of that 14 day period by a further notice to the Contractor terminate the Contractor's employment under this Contract.
- 8.4.3 If the Employer does not give the further notice referred to in clause 8.4.2 (whether as a result of the ending of any specified default or otherwise) but the Contractor repeats a specified default (whether previously repeated or not), then, upon or within a reasonable time after such repetition, the Employer may by notice to the Contractor terminate that employment.

8.5 Insolvency of Contractor

- 8.5.1 If the Contractor is Insolvent, the Employer may at any time by notice to the Contractor terminate the Contractor's employment under this Contract.
- 8.5.2 The Contractor shall immediately notify the Employer if he makes any proposal, gives notice of any meeting or becomes the subject of any proceedings or appointment relating to any of the matters referred to in clause 8.1.
- 8.5.3 As from the date the Contractor becomes Insolvent, whether or not the Employer has given such notice of termination:
- 8.5.3.1 clause 8.10 shall apply as if such notice had been given;
- 8.5.3.2 the Contractor's obligations under Article 1 and these Conditions to carry out and complete any Orders shall be suspended; and
- 8.5.3.3 the Employer may take reasonable measures to ensure that each Site, the work under each Order and any Site Materials are adequately protected and that such Site Materials are retained on site; the Contractor shall allow and shall not hinder or delay the taking of those measures.

8.6 Corruption and regulation 73(1)(b) of the PC Regulations

The Employer shall be entitled by notice to the Contractor to terminate the Contractor's employment under this or any other contract with the Employer if, in relation to this or any other such contract, the Contractor or any person employed by him or acting on his behalf shall have committed an offence under the Bribery Act 2010, or, where the Employer is a Local or Public Authority, shall have given any fee or reward the receipt of which is an offence under sub-section (2) of section 117 of the Local Government Act 1972, or, where this Contract is one to which regulation 73(1) of the PC Regulations applies, the circumstances set out in regulation 73(1)(b) of the PC Regulations apply.

8.7 Default by Employer

- 8.7.1 If the Employer:
- 8.7.1.1 does not pay by the final date for payment the amount due to the Contractor in

accordance with clause 4.6 and/or any VAT properly chargeable on that amount;
or

8.7.1.2 without reasonable cause fails in such a manner to comply with his obligations under this Contract that the ability of the Contractor to comply with his obligations under it is materially prejudiced; or

8.7.1.3 interferes with or obstructs the issue of any certificate; or

8.7.1.4 fails to comply with the CDM Regulations,

the Contractor may give to the Employer a notice specifying the default or defaults (a 'specified' default or defaults).

8.7.2 If the Employer continues a specified default for 14 days from the receipt of notice under clause 8.7.1, the Contractor may on, or within 21 days from, the expiry of that 14 day period by a further notice to the Employer terminate the Contractor's employment under this Contract.

8.7.3 If the Contractor for any reason does not give the further notice referred to in clause 8.7.2, but the Employer repeats a specified default (whether previously repeated or not), then, upon or within a reasonable time after such repetition, the Contractor may by notice to the Employer terminate the Contractor's employment under this Contract.

8.8 Insolvency of Employer

8.8.1 If the Employer is Insolvent, the Contractor may by notice to the Employer terminate the Contractor's employment under this Contract;

8.8.2 the Employer shall immediately notify the Contractor if he makes any proposal, gives notice of any meeting or becomes the subject of any proceedings or appointment relating to any of the matters referred to in clause 8.1;

8.8.3 as from the date the Employer becomes Insolvent, the Contractor's obligations under Article 1 and these Conditions to carry out and complete any Orders shall be suspended pending such termination.

8.9 Termination by Employer – regulations 73(1)(a) and 73(1)(c) of the PC Regulations

Where this Contract is one to which regulation 73(1) of the PC Regulations applies the Employer shall be entitled by notice to the Contractor to terminate the Contractor's employment under this Contract where the grounds set out in regulation 73(1)(a) or 73(1)(c) of the PC Regulations apply.

8.10 Consequences of termination under clauses 8.4 to 8.6

If the Contractor's employment is terminated under clause 8.4, 8.5 or 8.6:

8.10.1 the Employer may employ and pay other persons to carry out and complete uncompleted Orders;

8.10.2 no further sum shall become due to the Contractor under this Contract other than any amount that may become due to him under clause 8.10.3 and the Employer need not pay any sum that has already become due either:

8.10.2.1 insofar as the Employer has given or gives a notice under clause 4.6.5; or

8.10.2.2 if the Contractor, after the last date upon which such notice could have been given by the Employer in respect of that sum, has become insolvent within the meaning of clauses 8.1.1 to 8.1.3;

8.10.3 the Contract Administrator shall within 13 weeks of the date of termination make a valuation and issue a certificate showing:

8.10.3.1 the value of such work properly executed (or of labour, materials and/or plant supplied) and any other amounts due to the Contractor under this Contract that have not been valued and certified before such termination; and

8.10.3.2 the amount of any direct loss and/or damage caused to the Employer by the termination;

- 8.10.4 if the amount of direct loss and/or damage exceeds the value certified under clause 8.10.3 the difference shall be a debt payable by the Contractor to the Employer or, if it is less, by the Employer to the Contractor;
- 8.10.5 the final date for payment of the amount of the difference referred to in clause 8.10.4 shall be 28 days from the date of the certificate.

8.11 Consequences of termination under clauses 8.7 to 8.9

- 8.11.1 Where the Contractor's employment is terminated under clause 8.7, 8.8 or 8.9, the Contractor shall within 13 weeks of the date of termination submit an account in respect of:
 - 8.11.1.1 the value of such work properly executed (or of labour, materials and/or plant supplied) as has not been valued and certified before such termination; and
 - 8.11.1.2 only where the Contractor's employment is terminated under clause 8.7 or 8.8, the amount of any direct loss and/or damage caused to the Contractor by the termination.
- 8.11.2 The Employer shall pay to the Contractor the amount properly due in respect of the account within 28 days of its submission by the Contractor.

Section 9 Settlement of Disputes

9.1 Mediation

Subject to Article 6, if a dispute or difference arises under this Contract which cannot be resolved by direct negotiations, each Party shall give serious consideration to any request by the other to refer the matter to mediation.^[28]

9.2 Adjudication

If a dispute or difference arises under this Contract which either Party wishes to refer to adjudication, the Scheme shall apply except that for the purposes of the Scheme the Adjudicator shall be the person (if any) and the nominating body shall be that stated in the Contract Particulars (item 17).

9.3 Arbitration – Conduct of arbitration

Any arbitration pursuant to Article 7 shall be conducted in accordance with the JCT 2016 edition of the [Construction Industry Model Arbitration Rules](#) (CIMAR), provided that if any amendments to that edition of the Rules have been issued by the JCT the Parties may, by a joint notice to the Arbitrator, state that they wish the arbitration to be conducted in accordance with the Rules as so amended. References in clause 9.4 to a Rule or Rules are references to such Rule(s) as set out in the JCT 2016 edition of CIMAR.^[29]

9.4 Notice of reference to arbitration

9.4.1 Where pursuant to Article 7 either Party requires a dispute or difference to be referred to arbitration, that Party shall serve on the other Party a notice of arbitration to such effect in accordance with Rule 2.1 identifying the dispute and requiring the other Party to agree to the appointment of an arbitrator. The Arbitrator shall be an individual agreed by the Parties or, failing such agreement within 14 days (or any agreed extension of that period) after the notice of arbitration is served, appointed on the application of either Party in accordance with Rule 2.3 by the person named in the Contract Particulars (item 17).

9.4.2 Where two or more related arbitral proceedings in respect of any Orders or work under this Contract fall under separate arbitration agreements, Rules 2.6, 2.7 and 2.8 shall apply.

9.4.3 After the Arbitrator has been appointed either Party may give a further notice of arbitration to the other Party and to the Arbitrator referring any other dispute which falls under Article 7 to be decided in the arbitral proceedings and Rule 3.3 shall apply.

9.5 Powers of Arbitrator

Subject to the provisions of Article 7 the Arbitrator shall, without prejudice to the generality of his powers, have power to rectify this Contract so that it accurately reflects the true agreement made by the Parties, to direct such measurements and/or valuations as may in his opinion be desirable in order to determine the rights of the Parties and to ascertain and award any sum which ought to have been the subject of or included in any certificate and to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision, requirement or notice had been given.

9.6 Effect of award

Subject to clause 9.7 the award of the Arbitrator shall be final and binding on the Parties.

9.7 Appeal – questions of law

The Parties hereby agree pursuant to section 45(2)(a) and section 69(2)(a) of the Arbitration Act 1996 that either Party may (upon notice to the other Party and to the Arbitrator):

[28] +++Now footnote [24]+++ See the Measured Term Contract Guide.

[29] +++Now footnote [25]+++ Arbitration or legal proceedings are **not** an appeal against the decision of the Adjudicator but are a consideration of the dispute or difference as if no decision had been made by an Adjudicator.

- 9.7.1 apply to the courts to determine any question of law arising in the course of the reference;
and
- 9.7.2 appeal to the courts on any question of law arising out of an award made in an arbitration
under this arbitration agreement.

9.8 Arbitration Act 1996

The provisions of the Arbitration Act 1996 shall apply to any arbitration under this Contract wherever the same, or any part of it, shall be conducted.

Schedule 1 Supplemental Provisions

(Fifth Recital)

Supplemental Provisions 1 to 6 apply unless otherwise stated in the Contract Particulars. Supplemental Provision 7 applies where the Employer is a Local or Public Authority or other body of the type mentioned in that provision; Supplemental Provision 8 applies where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations.

Collaborative working

- 1 The Parties shall work with each other and with other project team members in a co-operative and collaborative manner, in good faith and in a spirit of trust and respect. To that end, each shall support collaborative behaviour and address behaviour which is not collaborative.

Health and safety

- 2
- 2.1 Without limiting either Party's statutory and/or regulatory duties and responsibilities and/or the specific health and safety requirements of this Contract, the Parties will endeavour to establish and maintain a culture and working environment in which health and safety is of paramount concern to everybody involved with the project.
- 2.2 In addition to the specific health and safety requirements of this Contract, the Contractor undertakes to:
- 2.2.1 comply with any and all approved codes of practice produced or promulgated by the Health and Safety Executive;
- 2.2.2 ensure that all personnel engaged by the Contractor and members of the Contractor's supply chain on site receive appropriate site-specific health and safety induction training and regular refresher training;
- 2.2.3 ensure that all such personnel have access at all times to competent health and safety advice in accordance with regulation 7 of the Management of Health and Safety at Work Regulations 1999; and
- 2.2.4 ensure that there is full and proper health and safety consultation with all such personnel in accordance with the Health and Safety (Consultation with Employees) Regulations 1996.

Cost savings and value improvements

- 3
- 3.1 The Contractor is encouraged to propose changes to designs and specifications for each Order and/or to the programme for its execution that may benefit the Employer, whether in the form of a reduction in the cost of the Order or its associated life cycle costs, through completion at a date earlier than the date for completion or otherwise.
- 3.2 The Contractor shall provide details of his proposed changes, identifying them as suggested under this Supplemental Provision 3, together with his assessment of the benefit he believes the Employer may obtain, expressed in financial terms, and a quotation.
- 3.3 Where the Employer wishes to implement a change proposed by the Contractor, the Parties shall negotiate with a view to agreeing its value, the financial benefit and any adjustment to the date for completion. Upon agreement, the change and the amount of any adjustment of the value of the Order shall be confirmed in a Contract Administrator's instruction, together with the share of the financial benefit to be paid to the Contractor and any adjustment to the date for completion.
- 3.4 Original proposals by the Contractor under this Supplemental Provision 3 may only be instructed in accordance with it, provided always that nothing shall prevent the Employer from utilising other contractors to implement such changes after the Contract Period.

Sustainable development and environmental considerations

4

- 4.1 The Contractor is encouraged to suggest economically viable amendments to any Order which, if instructed as a Variation, may result in an improvement in environmental performance in the carrying out of the Order or of the completed Order.
- 4.2 The Contractor shall provide to the Employer all information that he reasonably requests regarding the environmental impact of the supply and use of materials and goods which the Contractor selects.

Performance Indicators and monitoring

5

- 5.1 The Employer shall monitor and assess the Contractor's performance by reference to any performance indicators stated or identified in the Contract Documents.
- 5.2 The Contractor shall provide to the Employer all information that he may reasonably require to monitor and assess the Contractor's performance against the targets for those performance indicators.
- 5.3 Where the Employer considers that a target for any of those performance indicators may not be met, he may inform the Contractor who shall submit his proposals for improving his performance against that target to the Employer.

Notification and negotiation of disputes

6

With a view to avoidance or early resolution of disputes or differences (subject to Article 6), each Party shall promptly notify the other of any matter that appears likely to give rise to a dispute or difference. The senior executives nominated in the Contract Particulars (or if either is not available, a colleague of similar standing) shall meet as soon as practicable for direct, good faith negotiations to resolve the matter.

Transparency

7

Where the Employer is a Local or Public Authority or other body to whom the provisions of the Freedom of Information Act 2000 ('FOIA') apply, the Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of this Contract is not confidential. The Employer shall be responsible for determining in his absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of FOIA. Notwithstanding any other term of this Contract:

- 7.1 the Contractor hereby consents to the Employer publishing any amendments to the standard form JCT contract in their entirety, including changes to the standard form agreed from time to time, but in each case with any information which is exempt from disclosure in accordance with the provisions of FOIA redacted;
- 7.2 the Employer shall promptly inform the Contractor of any request for disclosure that he receives in relation to this Contract.

The Public Contracts Regulations 2015

8

Where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations^[30]:

- 8.1 where regulation 113 of the PC Regulations applies to this Contract, the Contractor shall include in any sub-contract entered into by him suitable provisions to impose the requirements of regulation 113(2)(c)(i) and (ii);
- 8.2 the Contractor shall include in any sub-contract entered into by him provisions requiring the sub-contractor:
 - 8.2.1 to supply and notify to the Contractor the information required (as applicable)

[30] **+++Now footnote [26]+++** An explanatory summary of those provisions in the PC Regulations that are reflected in this Contract is contained in the Measured Term Contract Guide. Provisions relating to the PC Regulations are also set out in section 8 (Termination) of this Contract. The JCT Short Form of Sub-Contract (ShortSub) meets the requirements of Supplemental Provision 8.

- under regulations 71(3), 71(4) and 71(5) of the PC Regulations; and
- 8.2.2 to include in any sub-subcontract he in turn enters into provisions to the same effect as required under paragraph 8.2.1 of Supplemental Provision 8;
- 8.3
- 8.3.1 the Contractor shall include in any sub-contract entered into by him provisions that shall entitle him to terminate the sub-contractor's employment where there are grounds for excluding the sub-contractor under regulation 57;
- 8.3.2 in the event the Employer requires the Contractor to terminate a sub-contractor's employment pursuant to regulation 71(9) the Contractor shall take the appropriate steps to terminate that employment and where required by the Employer under regulation 71(9) shall, or in circumstances where there is no such requirement may, appoint a replacement sub-contractor.



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SWEET & MAXWELL



Pricing Document

Domestic Boiler Installations

**All prices are GBP

**All prices are EX VAT

**All prices to include all transport, travelling time, expenses and subsistence etc. No additional costs will be payable

**Pricing submitted should be inclusive of the 2.5% DPS Management Fee as set out in the ITT.

Gas Boilers

Annual Service Price per Property (£ex VAT)	Annual Inclusive R&M Price Per Property (£ex VAT)
49.00	89.70

Unvented Hot Water Cylinders

Annual Service Price per Property (£ex VAT)	Annual Inclusive R&M Price Per Property (£ex VAT)
35.00	40.00

Air Source Heat Pumps

Annual Service Price per Property (£ex VAT)	Annual Inclusive R&M Price Per Property (£ex VAT)
75.00	90.00

Ground Source Heat Pumps

Annual Service Price per Property (£ex VAT)	Annual Inclusive R&M Price Per Property (£ex VAT)
110.00	90.00

Mechanical Ventilation with Heat Recovery

Annual Service Price per Property (£ex VAT)	Annual Inclusive R&M Price Per Property (£ex VAT)
49.00	60.00

Positive Input Ventilation

Annual Service Price per Property (£ex VAT)	Annual Inclusive R&M Price Per Property (£ex VAT)
90.00	60.00

Commercial Heating

Pricing Schedule

*Bidders should complete the below pricing matrix as part of their tender return in conjunction with Document B1 specification and all information contained within the tender.

**Prices are fixed for the initial 12 months of the agreement - any price increases must be agreed by both parties and will be capped at CPI.

**All prices are GBP

**All prices are EX VAT

**Pricing submitted should be inclusive of the 2.5% DPS Management Fee as set out in the ITT.

Commercial Heating Servicing, LGRS and Responsive Repairs Price Per Property

Scheme Number	Prop Address Line 1	Number of Flats	Quarterly Service Cost per Scheme	Annual LGRS Cost per Scheme	Total Price Per Scheme
1	1-8 MERLAND GREEN	1-8 MERLAND GREEN TADWORTH	£ 42.00	£ 152.00	£320.00
2	1-19 GARDENFIELDS	1-19 GARDENFIELDS 24 DUNCAN ROAD	£ 42.00	£ 225.00	£393.00
3	41-73 LYME REGIS BUNGALOWS	41-73 LYME REGIS BUNGALOWS LYME REGIS ROAD	£ 42.00	£ 152.00	£320.00
4	1-22 CHILMEAD	1-22 CHILMEAD NORTH STREET	£ 42.00	£ 124.00	£292.00
5	1-31 CEDARS	1-31 (ODD) CEDARS MERRYMEET	£ 42.00	£ 124.00	£292.00
6	9-16 MERLAND GREEN	9-16 MERLAND GREEN TADWORTH	£ 42.00	£ 152.00	£320.00

7	1-8 DENNE COURT	1-8 DENNE COURT DENNE ROAD	£ 42.00	£ 152.00	£320.00
8	45-48 THORNTON CLOSE	45-48 THORNTON CLOSE THORNTON PLACE	£ 42.00	£ 152.00	£320.00
9	37-40 THORNTON CLOSE	37-40 THORNTON CLOSE THORNTON PLACE	£ 42.00	£ 152.00	£320.00
10	FLATS 1-6, 8 GOFFS PARK ROAD	FLATS 1-6 8 GOFFS PARK ROAD	£ 42.00	£ 152.00	£320.00
11	29-39 TRENTAM ROAD	29-39 (ODD) TRENTAM ROAD REDHILL	£ 42.00	£ 225.00	£393.00
12	49-52 THORNTON CLOSE	49-52 THORNTON CLOSE THORNTON PLACE	£ 42.00	£ 152.00	£320.00
13	7-12 DELTA BUNGALOWS	7-12 DELTA BUNGALOWS CHEYNE WALK	£ 42.00	£ 152.00	£320.00
14	FLAT 1- 13	70 SPENCERS ROAD CRAWLEY	£ 42.00	£ 225.00	£393.00
15	53-56 THORNTON CLOSE	53-56 THORNTON CLOSE THORNTON PLACE	£ 42.00	£ 152.00	£320.00
16	DOUGLAS HOUSE	1-27 DOUGLAS HOUSE THE DRIVE	£ 42.00	£ 152.00	£320.00
17	41-44 THORNTON CLOSE	41-44 THORNTON CLOSE THORNTON PLACE	£ 42.00	£ 152.00	£320.00
18	1-1A 3-5 SALISBURY ROAD	1-1A 3-5 SALISBURY ROAD BANSTEAD	£ 42.00	£ 152.00	£320.00
19	21-27 TRENTAM ROAD	21-27 (ODD) TRENTAM ROAD REDHILL	£ 42.00	£ 152.00	£320.00
20	17-24 MERLAND GREEN	17-24 MERLAND GREEN TADWORTH	£ 42.00	£ 152.00	£320.00
21	25-32 MERLAND GREEN	25-32 MERLAND GREEN TADWORTH	£ 42.00	£ 152.00	£320.00
22	1-31 DELTA HOUSE	1-31 DELTA HOUSE CHEYNE WALK	£ 42.00	£ 124.00	£292.00

23	BLACKBIRD COURT	FLATS 1-8 BLACKBIRD COURT	£ 42.00	£ 152.00	£320.00
24	1-41 PORTLAND HOUSE	1-41 PORTLAND HOUSE PORTLAND DRIVE	£ 94.00	£ 224.00	£600.00
25	1-4 SALISBURY HOUSE	1-4 SALISBURY HOUSE SALISBURY ROAD	£ 42.00	£ 152.00	£320.00
26	7-13 SALISBURY ROAD	7-13 (ODD) SALISBURY ROAD BANSTEAD	£ 42.00	£ 152.00	£320.00
27	1-12 CONISTON COURT	1-12 CONISTON COURT 55 MASSETTS ROAD	£ 42.00	£ 225.00	£393.00
28	FLATS 1-5 ROBERTSON PLACE	YEWLANDS CLOSE BANSTEAD	£ 42.00	£ 152.00	£320.00
29	LEATHERHEAD NIGHT HOSTEL	3 CHURCH ROAD LEATHERHEAD	£ 42.00	£ 152.00	£320.00
30	1-22 THE KNOWLE	1-22 THE KNOWLE PRESTON LANE	£ 42.00	£ 124.00	£292.00
31	1-24 ATHERFIELD HOUSE	1-24 ATHERFIELD HOUSE ATHERFIELD ROAD	£ 42.00	£ 124.00	£292.00
32	1-14 THE WAPLINGS	1-14 THE WAPLINGS DEANS LANE	£ 42.00	£ 225.00	£393.00
33	Raven Housing Trust	29 Linkfield Road Redhill Surrey RH1 1SS	£ 42.00	£ 125.00	£293.00
					£11,038.00

**Commercial Heating Responsive
Repairs - AdHoc Pricing**

Dayworks

Work Type	Notional Quantity	Cost per Hour (£)	Modelled Cost
Labour - In Hours	100	£ 44.20	£ 4,420.00
Labour - Out of Hours	100	£ 54.00	£ 5,400.00
Saturday & Sunday	30	£ 54.00	£ 1,620.00
English Bank Holidays	30	£ 54.00	£ 1,620.00

Materials

Work Type	Notional Value	9	Plus or Minus	Modelled Cost
Invoiced cost of materials +	£ 100,000.00		Plus 9	£ 109,000.00

Renewables - Servicing, Maintenance and Installs

Bidders should complete the below pricing matrix as part of their tender return in conjunction with the Document B2 - Retrofit v7.2 Volume 1 (d) Specification and all information contained within the tender

**Prices are fixed for the initial 12 months of the agreement - any price increases must be agreed by both parties and will be capped at CPI.

**All prices are GBP

**All prices are EX VAT

**All prices to include all transport, travelling time, expenses and subsistence etc. No additional costs will be payable

**Material / Plant costs / percentage to be added to the invoiced costs of materials used in repairs and call out works and to include all transport, packaging, delivery offloading etc.

**Pricing submitted should be inclusive of the 2.5% DPS Management Fee as set out in the ITT.

Cost Adjustment for Servicing, Repairs and Installations In line with M3NHF V7.2 Retrofit			
% Adjustment vs M3NHF v7.2 SOR	+ or -	Notional Value	Modelled Cost
22	+	£100,000	122000

Domestic Boiler Installations

All fields in in YELLOW should be completed and any fields which are not completed may affect the evaluation of your tender.

Please ensure you read the instructions in Document A – Invitation to Tender and Document B1 – Tender Requirements and Specification, prior to completing your pricing matrix.

**Prices are fixed for the initial 12 months of the agreement - any price increases must be agreed by both parties and will be capped at CPI.

**All prices are GBP

**All prices are EX VAT

**All prices to include all transport, travelling time, expenses and subsistence etc. No additional costs will be payable

**Pricing submitted should be inclusive of the 2.5% DPS Management Fee as set out in the ITT.

Item Code	Item Description	UOM	Notional Quantity	Offered Price	Total Modelled Cost
Boiler Upgrade					
B10001a	Sum for the supply only of a Worcester 4000 system boiler 15 and 18kw. To be provided free-issue to the contractor via the client's nominated supply outlet. The bidder must include the cost of collection and all associated costs in their installation cost	Each	150	£945.00	£141,750.00
B10001B	Fully install Worcester 4000 system boiler 15 and 18kw as per specification and manufacturer best practice guidance	Each	150	£1,266.00	£189,900.00
B10002a	Sum for the supply only of a Worcester 4000 combi boiler 25 and 30kw . To be provided free-issue to the contractor via the client's nominated supply outlet. The bidder must include the cost of collection and all associated costs in their installation cost	Each	150	£945.00	£141,750.00
B10002b	Fully install Worcester 4000 combi boiler 25 and 30kw as per specification and manufacturer best practice guidance	Each	150	£1,202.00	£180,300.00
B10003a	Sum for the supply only of a Worcester 2000 combi 25 and 30kw l. To be provided free-issue to the contractor via the client's nominated supply outlet. The bidder must include the cost of collection and all associated costs in their installation cost	Each	150	£945.00	£141,750.00

B10003b	Fully install Worcester 2000 combi 25 and 30kw as per specification and manufacturer best practice guidance	Each	150	£1,155.00	£173,250.00
B10004a	Sum for the supply only of a Worcester RI heat only 15, 18 and 24kw.. To be provided free-issue to the contractor via the client's nominated supply outlet. The bidder must include the cost of collection and all associated costs in their installation cost	Each	150	£945.00	£141,750.00
B10004b	Fully install Worcester RI heat only 15, 18 and 24kw. as per specification and manufacturer best practice guidance	Each	150	£1,077.00	£161,550.00
Variations					
B10002	Remove back boiler	Each	25	£210.00	£5,250.00
B10003	Remove and dispose of electric storage heaters	Each	25	£24.00	£600.00
B10004	Remove and dispose of electric storage heaters containing asbestos	Each	25	£110.00	£2,750.00
B10005	Remove existing hot water cylinder and supply and install new cylinder	Each	25	£495.00	£12,375.00
B10006	Relocate boiler	Each	25	£300.00	£7,500.00
B10007	Relocate radiator – up to 2m	Each	25	£88.00	£2,200.00
B10008	Supply and install round SC radiator 600 x 600 mm	Each	25	£168.00	£4,200.00
B10009	Supply and install round SC radiator 600 x 700 mm	Each	25	£178.00	£4,450.00
B10010	Supply and install round DC radiator 600 x 1200 mm	Each	25	£270.00	£6,750.00
B10011	Remove existing valves, replace with TRV's	Each	25	£38.00	£950.00
B10012	Remove existing valves, replace with TRV's and flush system	Each	25	£38.00	£950.00
B10013	Powerflush existing system	Each	25	£280.00	£7,000.00
B10014	Renovate boiler cupboard	Each	25	£160.00	£4,000.00
B10015	Install boiler cupboard and paint	Each	25	£410.00	£10,250.00
B10016	Decorating – hourly rate	Per Hour		£28.00	£0.00
B10017	Material uplift percentage	%	£50,000	9.00%	£4,500.00
Total Notional Value					£1,345,725.00



INVITATION TO TENDER

**Gas and Renewable Technologies Equipment, Servicing,
Maintenance and Installation Contract for Commercial
and Domestic Heating Solutions**

1.1. Introduction & Overview of the Invitation to Tender (ITT) Process

1.1.1 Introduction to Raven Housing Trust

Raven Housing Trust ("Raven") is a social housing provider based in Redhill, Surrey. We own or manage more than 7,000 homes and are committed to investing in homes and neighbourhoods to develop local communities where people want to live. The majority of our customers rent their homes from us, however we also have customers who either own the lease to their homes or own their homes on a part-rent/part-buy basis.

Our purpose

We are proud of our purpose: 'Building Homes, Changing Lives.'

We don't just build houses, we build homes, and in doing so we provide services that change lives.

Our vision

We believe that having a good quality, affordable home makes a big difference to people's lives and that 'adding value' is an important part of our work.

We aim to ensure that all our customers are provided with services they value and trust; services that work alongside them, saving them time, giving them options and helping them enjoy their homes.

We are Raven and we are proud to put our customers at the heart of everything we do.

1.1.2 Contract Details

Raven is seeking to appoint a suitably qualified contractor to deliver the below services to all domestic and commercial sites as outlined in Document B1 Tender and Specification Requirements.

1. **Domestic 3* Servicing and Responsive Repairs** – As outlined in Appendix 1 - Raven Housing Trust Property List and Asset Register (5359 Properties – Gas Boilers, 240 Unvented Hot water Cylinders, 2 Air Source Heat Pumps and 13 Ground Source Heat Pumps)
2. **Commercial Gas Servicing and Responsive Repairs** – As outlined in Appendix 2 - Raven Housing Trust Commercial Properties list (34 Properties which have 91 Commercial Boilers)
3. **Boiler Replacement** – Volumes will be agreed on contract commencement and will be subject to ongoing quarterly performance as outlined in Document B Specification and Requirements section 2.75.
4. **Mechanical Ventilation with Heat Recovery Servicing and Maintenance** - As outlined in Appendix 3 - Raven Housing Trust MVHR Active Compliance Property List. (197 MHVR Properties. Whilst it is Ravens preference to have a supplier who can offer these services it is not essential. Bidders that cannot offer this service but can deliver all elements required for domestic 3* servicing and responsive repairs, commercial gas servicing and responsive repairs and boiler installations are still encouraged to bid.

5. **Positive Input Ventilation Servicing and Maintenance** – Raven are unable at present to provide a breakdown of the assets and postcode list at present however they have provided historical data regarding PIV installs and remedial works with appendix 1. Bidders that cannot offer this service but can deliver all elements required for domestic 3* servicing and responsive repairs, commercial gas servicing and responsive repairs and boiler installations are still encouraged to bid.

Please note - All programmed planned installations will be agreed upon with the Client and the Contractor on a quarterly basis, this will be dependent on the Contractors' performance of all KPI's in regard to the domestic and commercial heating servicing and maintenance. The contractor must demonstrate high performance across all these areas, for the Client to agree on a programme of works for installations. The client reserves the right to appoint an alternative supplier for boiler installations, should the performance of the Contractor not be deemed as satisfactory in the area's outlined above.

Raven is looking to further expand their renewables stock and therefore will need a contractor who can offer solutions for both on-gas and off-gas heating solutions and it is the authorities' preference to work with a contractor who can deliver all aspects of the contract via direct labour. Raven will be utilising the NatFed Retrofit Version 7.2 schedule of rates for all renewables work, which will be required to be delivered in line with the specification, as outlined in Document B2 - Retrofit v7.2 Volume 1 (d) Specification. Bidders will be invited to submit a percentage adjustment against the associated schedule of rates within the Document E Pricing Schedule.

It is intended that the initial Contract period will be three years from the date of commencement with an option to extend by a further three, twelve-month extensions, therefore offering a maximum contract term of 72 months.

- 1.1.3 This Invitation to Tender ("ITT") is being issued to approved contractors via the Procurement for Housing's Compliance Services and Associated Works Dynamic Purchasing System ("DPS") under the Heating Servicing and Maintenance lot.

On receipt of the Invitation to Tender, Service Providers should read all of the tender documents listed below. If you believe that any of these have not been provided to you, then please contact Procurement for Housing immediately.

The ITT document pack includes:-

1. Document A (this document) – Invitation to Tender
2. Document B1 – Tender Requirements and Specification
3. Document B2 - Retrofit v7.2 Volume 1 (d) Specification
4. Appendix 1 – Property List and Asset Register
5. Appendix 2 – Raven Housing Trust Commercial Properties
6. Appendix 3 – MHVR Active Compliance Property List

7. Document C – Selection Questionnaire
8. Document D - Written Quality Questionnaire Response
9. Document E – Pricing Schedule
10. Document F – Form of Tender
11. Document G – Certificate of Non-Collusion
12. Document H – Data Processor Due Diligence Questionnaire
13. Document I - Form of Contract JCT Amendments

All documents are available to download upon login to the In-Tend system.

Please note that the clarification log is a live document that will be updated on the In-Tend online system via the clarification session of the project on a regular basis. It is your responsibility to ensure that you check this frequently as it may contain information of material significance which is critical to the submission of your tender.

Should you wish to withdraw from this tender process then please confirm this via the portal.

Included within this document Service Providers must familiarise themselves with the below sections.

Part 1.5 of this document contains the instructions for Service Providers.

Part 1.6 lists the supporting documents which are appended to this document & which together with this document comprise the Specification, Conditions of Tender, Conditions of Contract and Pricing Document.

Part 1.7 provides a checklist of the documents which will comprise the Tender Response requirements. Any submissions which are incomplete may be disregarded and not included in the evaluation process. Service Providers are therefore reminded of their responsibility to ensure that their submission is complete and accurate.

Part 1.8 sets out the evaluation criteria and weightings.

- 1.1.3. Prior to commencing formal evaluation, Tender Responses will be checked to ensure they are complete and fully compliant with the conditions of Tender. Incomplete or Non-compliant Tender Responses may be rejected. Service Providers are therefore reminded of their responsibility to ensure that their submission is complete and accurate.
- 1.1.4. Tender Responses which are deemed by Raven to be fully compliant will proceed to evaluation. These will be evaluated using the selection criteria and weightings detailed in the matrix set out in **Part 1.8**.
- 1.1.5. Following evaluation of the compliant Tenders and approval of the outcome Raven intends to appoint a preferred supplier to enter into a contract.

- 1.1.6. Raven reserves the right not to conclude any Contract as a result of the current procurement process.

1.2. Contract Management

- 1.2.1. Raven shall actively manage the resulting Contract, in line with the Specification and other supporting documents attached with this invitation to Tender. Key activities including contract review meetings; KPI management and analysis of management information. Key contact details for ongoing contract management will be provided at contract award stage and will be updated as required during the life of the contract.

1.3. Other Contracting Bodies

- 1.3.1. The Contract will be with Raven Housing Trust Limited who may from time-to-time act as agents for other organisations. Where such agency arrangements exist, additional specific billing analysis may be required to enable appropriate allocation of costs.

1.4. Use of Electronic Tendering Tool

- 1.4.1. Raven is utilising the InTend web portal electronic tendering tool to manage this procurement and communicate with Service Providers. Accordingly, there will be no hard copy documents issued to Service Providers and all communications with Raven including any queries regarding the procurement and the final submission of Service Providers responses must be conducted via InTend.
- 1.4.2. Any information or query submitted outside of the electronic environment may be disregarded by Raven.

1.5. Instructions to Service Providers

1.5.1. General

These instructions are designed to ensure that all Service Providers are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. If you have any doubt as to what is required or will have difficulty in providing the information requested, please contact Raven via the InTend clarification page. Where appropriate Raven reserves the right to publish queries and responses to all Service Providers.

Service Providers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender Response may result in the rejection of the Tender. Service Providers are advised therefore to acquaint themselves fully with the extent and nature of the services, and contractual obligations. These instructions constitute part of the Conditions of Tender. Participation in the tender process automatically signals that the Tenderer accepts these Conditions of Participation.

All material issued in connection with this ITT shall remain the property of Raven and shall be used only for the purpose of this procurement exercise. All Due Diligence Information shall be

either returned to Raven or securely destroyed by the Tenderer (at Raven's option) at the conclusion of the procurement exercise.

The Tenderer shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Tender.

The Tenderer shall not make contact with any other employee, agent or consultant of Raven or any of its partner organisations who are in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by nominated Raven contact.

Raven shall not be committed to any course of action as a result of:

- Issuing this ITT or any invitation to participate in this procurement exercise;
- An invitation to submit any Response in respect of this procurement exercise;
- Communicating with a Tenderer or a Tenderer's representatives or agents in respect of this procurement exercise; or
- Any other communication between Raven and/or any relevant partner organisation whether directly or by its agents or representatives) and any other party.

Service Providers shall accept and acknowledge that by issuing this ITT Raven shall not be bound to accept any Tender and reserves the right not to conclude a Contract for some or all of the goods and services for which Tenders are invited.

The Authority reserves the right to amend, add to or withdraw all, or any part of this ITT at any time during the procurement exercise.

1.5.2. Confidentiality

Subject to the exceptions referred to in paragraph 1.5.3. the contents of this ITT are being made available on condition that:

- Service Providers shall at all times treat the contents of the ITT and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
- Service Providers shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
- Service Providers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and
- Service Providers shall not undertake any publicity activity within any section of the media.

Service Providers may disclose, distribute or pass any of the Information to the Tenderer's advisers, sub-contractors or to another person provided that either:

- This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer; or
- The Tenderer obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of Information; or
- The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Framework Agreement arising from it; or
- The Tenderer is legally required to make such a disclosure.

In the paragraphs above the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.

Raven may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and may make any of the Contract documents available for private inspection by its officers, employees, agents or advisers. Raven also reserves the right to disseminate information that is materially relevant to the procurement to all Service Providers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tenderer's commercial confidentiality in relation to its Tender.

1.5.3. Freedom of Information

Whilst Raven is not currently bound by the requirements of the Freedom Of Information Act 2000 we do wish to abide by the spirit of the Act. Accordingly, all information submitted to us may be disclosed in response to a request under the Act.

If a Potential Provider considers that any of the information included in their bid is commercially sensitive, it should identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity.

Potential providers should be aware that, even where they have indicated that information is commercially sensitive, Raven might be required to disclose it under the Act if a request is received.

Potential providers should also note that the receipt of any material marked 'confidential' or equivalent by Raven should not be taken to mean that Raven accepts any duty of confidence by virtue of that marking.

1.5.4. Tender Validity

Your Tender must remain open for acceptance for a period of 180 days. A Tender valid for a shorter period may be rejected as non-compliant and not passed through to evaluation.

1.5.5. Timescales

Set out below is the proposed procurement timetable. This is intended as a guide and whilst Raven does not intend to depart from the timetable it reserves the right to do so at any stage.

DATE	STAGE
26 th May 2023	ITT launched Providers by the Authority
26 th May 2023	Clarification period opens
23 rd June 2023	Clarification period closes
Noon on 30 th June 2023	Closing date and time for receipt by the Authority of Tenderer Responses to the ITT
3 rd July 2023	Evaluation of ITT Responses commences
19 th or 20 th June	Interview / Robustness test stage
24 th July 2023	Notification of proposed award
25 th July to 3 rd August 2023	Expiry of standstill period required under Regulation 32 of the Public Contracts Regulations 2006
4 th August 2023	Award of Contract
1 st October 2023	Commencement Date of Contract

1.5.6. Raven Contact Details

All contact with Raven in connection with this procurement should be via the InTend e-tendering tool. Any contact outside of that tool may be disregarded.

1.5.7. In Preparation of Tender

Service Providers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders. Service Providers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will Raven, or any of their advisers, be liable for any costs or expenses borne by Service Providers, sub-contractors, suppliers or advisers in this process.

Service Providers are required to complete and provide all information required in accordance with the Conditions of Tender and the Invitation to Tender. Failure to comply with the Conditions and the Invitation to Tender may lead to the rejection of a Tender Response.

Raven relies on Service Providers' own analysis and review of information provided. Consequently, Service Providers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.

Service Providers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the goods and services to be provided and their Tenders, without reliance upon any opinion or other information provided by the Authority or their advisers and representatives. Service Providers should notify Raven promptly of any perceived ambiguity, inconsistency, or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.

1.5.8. Submission of Tenders

You are requested to submit your final tender via the In-Tend e-tendering platform.

All responses should be in the format requested; failure to submit information as requested may lead to disqualification.

Your final submission is to include:

- A completed Selection Questionnaire Template including attachments as required (Document C)
- A completed Quality Response Template including attachments as required Document D)
- A completed Pricing Schedule Template (Document E)
- A completed Form of Tender Template (Document F)
- A completed certificate of Non-Collusion (Document G)
- A completed Data Processor Due Diligence Questionnaire (Document H)

You must submit your Tender via Service Matters e-tendering tool (InTend) no later than 30/06/2023 at 12.00 (**“the Deadline”**). Tenders may be submitted at any time before the closing date. Tenders received before this deadline will be retained unopened until the opening date. You can withdraw, amend, and resubmit any such tender prior to the deadline.

The Tender and any documents accompanying it must be in the English language.

Documents should be in a read-only format. Raven accepts no liability for any errors arising from the submission of documents in other formats.

Price and any financial data provided must be submitted in pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.

Raven does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions. Price and any financial data provided must be submitted in pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.

Raven does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.

Service Providers must complete the online questionnaire and upload any attachments specifically requested within it.

Service Providers must not include in the Tender any extraneous information which has not been specifically requested in the ITT including, for example, any sales literature, standard terms of trading etc.

1.6 Evaluation Process, Criteria and Weighting

1.6.1. The Tender process will be conducted to ensure that Tenders are evaluated fairly to ascertain the most economically advantageous tender.

1.6.2 Evaluation & Scoring

The evaluation of this ITT will be based on Most Economically Advantageous Tender (MEAT) and will be weighted as follows:

- Commercial Proposal – 40% weighting
- Quality Response – 60% weighting

Bidders' responses to the Selection Questionnaire will be reviewed on a pass/fail basis. Where a bidder's response is deemed not to meet the minimum standards of Ravens, their submission will be disqualified.

1.6.3 Tender Scoring

Tenders will be scored using a consistent approach and in line with the weightings listed above.

Price will be evaluated based on the bidder's response to Document C Pricing Schedule.

For the pricing element of the submission to be evaluated, bidders must gain a minimum of 50% of the quality marks available i.e. they must achieve a quality score of 30.00% or above.

Price score will be calculated based on the cost per annum by reference to the lowest annual cost submitted which will gain the full marks for that element of the commercial evaluation. All other scores will be awarded scores relative to the lowest submitted cost:

$(\text{Lowest Cost} / \text{bidder's Cost}) \times \text{Weighting} \times 100$

e.g. $(£10,000 / £11,000) \times 10\% \times 100 = 9.09\%$

This will take place for all pricing sections in the table above, where SORs are used the percentage variance will be added or taken away from the notional cost to give an overall monetary sum.

Bidders should note that SADC reserves the right to exclude tenders which are considered unsustainably low, or disproportionately high, and bidders must obtain a minimum quality score of 30% to be considered for the contract. Bidders who score below this threshold will be disqualified.

Please note all costs submitted must be inclusive of all primary costs including all material, labour, set up, welfare, storage and waste transfer costs as outlined in the instructions to bidders within Appendix C – Pricing Schedule Template.

Raven does not bind themselves to accept the lowest or any other tender. Neither does he hold himself responsible for any expense incurred in the preparation of the estimate or adjustment of accounts.

The Contractor shall scrutinise the specification and any discrepancy shall be referred to the Contract Administrator.

In the event of an error in pricing or addition being discovered within the tender documents during the tendering period, the employer shall give the tendering contractor the opportunity to confirm, correct or withdraw his offer under Alternative 1 of Section 6 of The Code of Procedure for Single Stage Selective Tendering 1977.

Quality scores will be calculated by evaluating responses to the Quality Response Template. Responses to set questions will be assessed and awarded a score between 0 and 5 with the relative weighting applied.

Following the conclusion of all initial scores, a moderation session will be held to review and agree final scores awarded for all submissions.

Responses to set questions will be assessed and scored line with the table below:

Score	Term	Typical Characteristic
0	Unacceptable	No response or extremely limited response. Response inconsistent and/or unworkable and/or does not address our requirements. Shows extremely limited understanding of, and/or extremely inappropriate approach to, the matter in question.
1	Poor	Response is limited and is lacking in relation to a significant proportion of material elements, is unworkable and/or inconsistent and only partially meets our requirements. Shows limited understanding of, and/or inappropriate approach to, the matter in question.
2	Satisfactory	Response broadly responds to our requirements at a reasonable standard. Shows reasonable understanding of, and/or acceptable approach to, the matter in question.
3	Good	Response meets our requirements at a high standard and exceeds them in one or two respects. Shows very sound understanding of, and appropriate approach to, the matter in question.
4	Very Good	Response meets our requirements at a very high standard and exceeds them in a number of respects. Shows extremely sound understanding of, and highly appropriate approach to, the matter in question.
5	Excellent	Exemplary response: Exceeds expectations in all respects, and Bidder could not be expected to answer question more comprehensively or appropriately.

The relative weighting for quality questions is set out in the table below:

Criteria	Sub Criteria	Question Number	Weighting
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Criteria	Sub Criteria	Question Number	Weighting
Quality	Previous Experience	1	5.00%
	Infrastructure & Delivery	2	12.50%
	Training & Competency	3	5.00%
	Tenant Liaison and Appointment Setting	4	7.50%
	Supply Chain Management	5	5.00%
	IT Integration and Data Management	6	7.50%
	Performance Management	7	7.50%
	Continuous Improvement & Quality Management	8	5.00%
	Social Value	9	5.00%

1.6.4 The evaluation process will feature some if not all, the following phases. The omission of any phase will be at Raven's sole discretion.

Stage 1 - Questionnaire return

Responses will be received via InTend and securely held until the deadline for submission. Any response that is received after the deadline shall be rejected and therefore not considered for evaluation unless it is evident that there has been a technical failure in the e-tendering system.

Note: all questions on the questionnaire are mandatory and suppliers will be unable to submit them unless the questionnaire is complete.

Stage 2 - Individual Evaluations

All bids that have passed the initial checks will be evaluated in accordance with the information given in the questionnaire itself and the evaluation model set out below.

NOTE - When creating the methodology, the percentages allocated to each Part of the tender reflect the importance of these areas of the bid to the individual requirement.

Stage 3 – Interviews

At stage 3 of the process, the highest 3 scoring bidders will be shortlisted and invited to attend an interview and give a presentation to support their bid. For those shortlisted and additional weighting to shortlisted bidders will applied as follows:

- Interview –20% weighting

Therefore, the maximum score for non-shortlisted bidders is 100% and the maximum score for shortlisted bidders (should interviews be conducted) is 120%. Raven reserves the right to make an appointment without moving to an interview stage.

Bidders selected for an interview will receive further information on the process and scoring mechanisms etc. in advance of the process.

Raven has allocated the below date for interviews, bidders are therefore required to ensure that all possible attendees are available to attend this date should they be invited.

Interview Date -19th or 20th June 2023

Stage 4 – Robustness Test

The top 3 highest scoring submissions may be subject to a robustness test. This process will not be scored, but the evaluation panel reserve the right to deduct marks, where previously submitted information and responses are found to be inaccurate. The robustness test may involve site visits or further presentations covering topics relating to the tender submission, this will be followed by detailed questions relating to aspects of the supplier's answers to the questionnaire.

Details of the requirements of the robustness test will be provided prior to this being undertaken for the top 3 highest scoring submissions.

Stage 5 – Consensus Consensus/ Aggregation

Where sections are scored by teams (rather than individuals) those scores will be aggregated; where there is wide divergence in scores these will be reviewed at a consensus meeting where every evaluator's score is compared with the scores of the other evaluators and a consensus view is to be taken. This meeting will also include the incorporation of the financial assessment and any scores secured through references and/or by individual specialists. Following completion of the scoring exercise a consensus will be reached regarding the formal scores to be recorded against each of responses evaluated.

1.7 Canvassing

- 1.7.1 Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of Raven or its members or any relevant partner organisation or any of its officers or members concerning this procurement exercise or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Tenderer, Tender or proposed Tender will be disqualified.

1.8 Disclaimers

- 1.8.1 Whilst the information in this ITT and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified. Neither Raven nor any relevant partner organisation nor their advisors, nor their respective directors, officers,

members, partners, employees, other staff or agents: makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

1.8.2 Any persons considering making a decision to enter into contractual relationships with Raven and/or, as applicable, any partner organisation following receipt of the ITT should make their own investigations and their own independent assessment of the organisation and its requirements and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the ITT or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with this Invitation to Tender.

1.8.3 Any Contract concluded as a result of this ITT shall be governed by English law.

1.9 Collusive Behaviour

1.9.1 Any Tenderer who:

- (a) fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
- (b) communicates to any party other than Raven the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or
- (c) enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
- (d) enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
- (e) offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission, shall (without prejudice to any other civil remedies available to Raven and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

1.10 No Inducement or Incentive

1.10.1 The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into the Contract or any other contractual agreement.

1.11 Acceptance

1.11.1 The Tenderer undertakes that in the event of the Tender being accepted and Raven confirming that acceptance in writing, the Tenderer will execute the Contract in the form supplied with this document or in such amended form as may subsequently be agreed within 30 days of being called upon to do so.

1.11.2 Raven shall be under no obligation to accept the lowest or any Tender.

1.12 Queries Relating to Tender

1.12.1 Raven will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time. The Public Contracts Regulations 2015 (1.3 timescales) require a response to any request for clarification at least 6 days before the deadline for receipt of Tenders. In order to satisfy this requirement, we have set a deadline for the receipt of requests for clarification.

1.12.2 Clarification requests must be submitted via InTend by noon on 23rd June 2023. No further requests for clarifications will be accepted after that date.

1.12.3 In order to ensure equality of treatment of Service Providers, Raven intends to publish the questions and clarifications raised by Service Providers (but not the source of the questions) together with our responses to all participants.

1.12.4 Service Providers should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests.

However, if Raven at its sole discretion either does not consider the query to be of a commercially confidential nature or considers that all Service Providers would potentially benefit from seeing both the query and response, we will invite the Tenderer submitting the query either:

- To declassify the query and allow circulation of the query and response; or
- To withdraw the query.

1.12.5 Raven reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its own commercial interests.

1.13 Amendments to Tender Documents

1.13.1 At any time prior to the deadline for the receipt of Tenders, Raven may modify the ITT by amendment. Any such amendment will be issued via InTend. For avoidance of doubt, where the Answer to a Question raised within the Q&A function contradicts the original information, this shall be treated as an Amendment. **Service Providers are entirely responsible for ensuring that they read all Questions and Answers published and all Additional Information issued.** In order to give prospective Service Providers reasonable time in which to take the amendment into account in preparing their Tenders, Raven may, at its discretion, extend the Deadline for receipt of Tenders.

1.14 Late Tenders

1.14.1 Any Tender received after 30/06/2023 at 12:00(noon) will be rejected unless the Tenderer can provide irrefutable evidence that the Tender was capable of being received by the due date and time.

1.15 Modification and Withdrawal

1.15.1 Any Tenderer wishing to modify their Tender prior to the Deadline must withdraw the tender as submitted via InTend, make the necessary changes and resubmit the Tender. No Tender may be modified subsequent to the Deadline for receipt.

1.15.2 Service Providers may withdraw their Tender at any time prior to the Deadline or any other time prior to execution of the Contract/Agreement. Prior to the Deadline for Submission the Tender may be withdrawn via the InTend system. Thereafter withdrawal must be in writing or by e-mail and sent to the named Raven contact.

1.16 Right to Reject/Disqualify

1.16.1 Raven reserves the right to reject or disqualify a Tenderer where:

- (a) the Tenderer fails to comply fully with the requirements of this Invitation to Tender or is guilty of a serious misrepresentation in supplying any information required in this document; Selection Questionnaire; and/or
- (b) the Tenderer is guilty of serious misrepresentation in relation to its Tender; expression of interest; the tender and/or the Tender process; and/or
- (c) there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.
- (d) the tender is qualified.

1.17 Right to Cancel, Clarify or Vary the Process

Raven reserves the right to:

- (a) amend the terms and conditions of the Invitation to Tender process,
- (b) cancel the evaluation process at any stage; and/or
- (c) require the Tenderer to clarify its Tender in writing and/or provide additional information. (Failure to respond adequately may result in the Tenderer not being selected).

1.18 Customer References / Site Visits

Unless already taken up at an earlier stage in the procurement process and after the receipt of Tenders, Raven may visit at least one customer reference site of the Tenderer and may seek written references from any other designated customers which are not visited. Specifically, Raven may wish to carry out visits to test the robustness of written submissions and interview information and/or to evaluate the viability of specific delivery proposals.

1.19 Notification of Award

- 1.19.1 Raven will inform all Service Providers via InTend of any intention to award a Contract. Following a minimum standstill period of 10 calendar days, subject to there being no substantive challenge to that intention, no matters arising under resident consultation and all necessary internal approvals being received, the Contract will be formally awarded to the successful Tenderer(s).
- 1.19.2 All unsuccessful Service Providers will be provided with an “unsuccessful letter via InTend” at the start of the standstill period notifying them of the outcome of the evaluation exercise. This will include details of:
- the award criteria;
 - the score of the Tenderer;
 - the name of the successful Tenderer/s and why that Tenderer was successful;
 - the score for the successful Tenderer/s.
- 1.19.3 Raven will publish an Award Notice in the Official Journal of the European Union in accordance with the Public Contracts Regulations 2006 within 48 days of the award of the contract .

1.20 Transfer of Undertakings (Protection of Employment) Regulations 2006

- 1.20.1 The incumbent contractor has advised that in their opinion TUPE will not be applicable for this contract. The Service Provider will therefore price the document accordingly.

1.21 Terms and Conditions

- 1.21.1 Raven intends to let any contract awarded following this tender period via the JCT Measured Term Contract (2016) which will be amended in line with Document I Form of Contract JCT Amendments. The exact terms of the agreement will be agreed post contract; however, bidders should note that the quality responses to this tender are likely to be appended in addition to the technical specification(s) and priced submissions.

Bidders should note that this opportunity is being managed by Procurement for Housing and will be let utilising the Compliance Services DPS. Bidders must ensure that their tendered offers are inclusive of any rebate payable directly to PfH.

1.22 DPS Management Fee

Bidders are reminded that the successful contractor(s) will be required to pay directly to PfH the prevailing rebate sum as per the general terms and conditions of the PfH Compliance Services & Associated Works Dynamic Purchasing System.

Bidders are required to include in their pricing for this contract the DPS Management Fee. The DPS Management Fee will be 2.5% of all contract revenue and will be calculated as follows:

For example:

Assume the contract revenue for the period is £5,000, the Contractor must pay the DPS Management fee of 2.5% to PfH (£125).



Raven
Housing Trust

DOCUMENT B

GENERAL AND CONTRACT SPECIFICATION.

**GAS AND RENEWABLE TECHNOLOGIES EQUIPMENT
SERVICING, MAINTENANCE AND INSTALLATION
CONTRACT**

GENERAL SPECIFICATION

2.1. SERVICE PROVIDER TO EXECUTE WORKS AT CONTRACT RATES

- 2.1.1. The Service Provider will perform, provide and execute all the works, materials, matters and things as shall be ordered from time to time during the continuance of the Contract by the Contract Administrator as described or referred to in the Contract Documents and complete the same to the entire satisfaction of the Contract Administrator and will perform and observe all the provisions of the Contract and schedules which on the Service Provider's part are to be performed and observed.
- 2.1.2. The Service Provider's tender shall be deemed to be fully inclusive of all costs required to undertake the works to be ordered through the Contract including but not limited to the following:
- i. Labour and all costs in connection (including analysis, travel and other non-productive time).
 - ii. All general obligations, liabilities and risks involved in the execution of the work set forth or implied in the Contract.
 - iii. Establishment charges, overheads and profit; Supervision, transport (including any and all parking/congestion charges, levies fees) and provision of depots and storage facilities.
 - iv. All temporary works and reinstatements.
 - v. Supply of water for use in the works, including all necessary plumbing, removal of temporary facilities on completion and payment of water company fees. The supply of materials, goods, storage and all associated costs, including waste and delivery to site.
 - vi. Plant, equipment (including scaffolding), tools and all associated costs.
 - vii. Fixing, erecting and installing or placing of materials and goods in position.
 - viii. The effect on the phasing of the work, of alterations and additions to existing services, of all statutory undertakings required for the work.
 - ix. The temporary disconnection and protection of television aerials, satellite dishes, receivers, telephone installations and the like, including make good to works disturbed and the payment of all costs and charges.
 - x. Temporary removal (and reinstatement) of resident's white goods, electrical appliances, furnishings and the like including making good all damage and touching up decorations to match existing;
 - xi. Temporary removal (and reinstatement) of floor coverings, carpets, boards etc. to undertake the works as necessary.
- 2.1.3. The Service Provider shall be responsible for the provision of all gas and electricity required for the works and will pay all related charges. The Service Provider won't use power from a domestic supply point and under no circumstances connect to a resident's supply. Where appropriate the Service Provider shall provide a generator or other remote power source for use in the works. This does not extend to the use of gas or electricity for the purposes of checking the correct operation of an appliance.
- 2.1.4. The Service Provider shall provide clean fresh water for the execution of the works. This will include giving any statutory notice to the local water authority, payment of all charges and the like. Any connection to the mains must comply with statutory instructions.

- 2.1.5. The Service Provider will allow for the removal of any fittings which are to be replaced and work necessary to gain access to pipes or other things to be repaired or renewed, inclusive of the removal and subsequent refitting of all duct access panels, floorboards and shelving to cupboards and the making good of all damage and touching up decorations to match such existing work and surfaces.
- 2.1.6. With the approval of the Contract Administrator, the Contract Administrator may during the period of the Contract require other persons or Service Providers to carry out other works concurrent and the Service Provider shall at all times facilitate and permit such work to be executed without hindrance. In any such event the Service Provider shall not be responsible for any damage caused to their works by such other works, persons or Service Providers.
- 2.1.7. In certain circumstances the Contract Administrator may require the Service Provider to undertake certain works in other areas administered by the Client to that for which the Contract has been awarded save that when such work is so ordered the Service Provider shall carry out and complete the works in accordance with the Contract and at the Service Provider's accepted prices.
- 2.1.8. The successful Service Provider should not consider that he has sole agency rights to all work undertaken by the Client and that the Client may, at its sole discretion, issue instructions to other Service Providers to carry out similar work in or on properties the responsibility of the Client.

2.2. WORK NOT INCLUDED IN THE CONTRACT

- 2.2.1. It is the intention that the undertaking of the following works will be treated as a separate item outside the terms of this Contract and these works will be specifically undertaken by other Service Providers:

- The replacement of parts to Tenant owned appliances.

2.3. SERVICE PROVIDER'S PRICE

- 2.3.1. The Service Provider's tendered prices shall remain fixed for the duration of the first 12 months of the Contract Period. It is anticipated that year one of the Contract will commence on 1st October 2023 and run for a period of twelve months until 30th September 2024. Year two will therefore be deemed to commence on 1st October 2024 and subsequent years at 12-month periods following this.

There will be an option to increase in line with CPI at each subsequent year, but this will not be binding.

- 2.3.2. In line with this and subject to satisfactory Contract performance an increase shall be calculated and applied from the beginning of each contract year. The calculation shall be based on the movement between the Consumer Price Index from the previous anniversary date of the Contract and the anniversary for the current year being considered. The movement will be highlighted in a format which the Client can easily audit and compare, an example calculation of which is included in Appendix A Price Adjustment and Index Linking of this document.

- 2.3.3. Subject to satisfactory Contract performance, and with the agreement of both parties, the Contract may be extended beyond the third year in annual increments for an additional three years. The uplift mechanism will be similarly applied to any subsequent years.
- 2.3.4. No increases in rates, costs or prices will be permissible outside of this mechanism.
- 2.3.5. The Client wishes to develop a long-term, mutually beneficial partnership with the successful Contractor to ensure that high performance is delivered throughout the life of the contract. The Client is willing to offer an additional monthly bonus payment of £5,000 exc VAT per month for all months that the contractor can evidence 100% compliance on all Landlord Gas Safety Records due within each month. The Client will also offer a further monthly bonus of £2,500 exc VAT per month for each month that the contractor can evidence their achievement of 95% first time fix and with no recalls within 15 days from date of notification from either the Client or it's tenants. The Client will work with the Contractor to agree all mechanisms required to track and evidence performance following the contract award.

2.4. WORKS ORDERS

- 2.4.1. It is the Client's intention that the Service Provider will on commencement of the Contract and on each anniversary of the same, receive from the Client a full list of properties at which servicing works will be undertaken and breakdown coverage provided. All installation works will be the subject of separate notification, the format of which will be agreed. Installation works will be ordered "as required", therefore the Service Provider may experience fluctuations in the size of orders for these.
- 2.4.2. Where required the Service Provider will be responsible for making all access arrangements, provision of all labour, plant and materials required to undertake the works to the latest legislative requirements. This shall include for the full costs of all certification and administration associated with achieving compliance.
- 2.4.3. Service Providers will be aware that properties / individual appliances may be added or deleted from the property schedule set out in the Order over the course of the relevant Order and at the sole discretion of the Client. Service Providers will make full allowance for the addition or deletion of properties during the term of the Contract. Additions will be made to the Contract at the tendered base prices, omissions will similarly be deleted from Contract at this base price and no additional costs will be incurred by the Client for omissions from the Contract so notified. All costs that are so classed as additions or omissions will be notified on a monthly basis.
- 2.4.4. Although works orders will be issued to meet the needs of the business, the Client reserves the right to issue no Orders under the terms of this Contract. The Service Provider will not, therefore, have a right or expectation to a guaranteed level of works each year.

2.5. ELECTRONIC SYSTEMS

- 2.5.1. The Service Provider will have available computer systems for the purposes of issuing and receiving email, enabling web access for servicing certificates and similar functions. This system is to be maintained throughout the life of the Contract. The computer system will incorporate printing facilities and the capability to link to the Clients system. The cost for

the provision and maintaining such system, associated offices, staff, services, supplies and the like will be borne by the Service Provider as part of the Contract.

The Service Provider must be able to integrate/access Raven's Microsoft Dynamics 365 system to update with monthly progress reporting.

- 2.5.2. The computer system shall be made available on a continual 24-hour basis allowing full access at all times. The Service Provider will notify the Contract Administrator, with a minimum of a 48 hours' notice, of any planned interruptions to the service and these will be kept to a minimum over the duration of the Contract, where possible being limited to outside of the Clients office hours.
- 2.5.3. The Client must implement a direct computer link between the Client and the Service Provider for the purposes of issuing Orders, recording variations and completions, invoicing, receipt of electronic certificates etc. The Service Provider shall provide full assistance in the implementation of this link at the earliest opportunity. The Service Provider must ensure that all servicing and repair information is logged and recorded against the appropriate addresses with documents i.e. LGSR certification and building notification forms are uploaded in to the Clients systems ensuring that all data against the property must have all relevant information present.
- 2.5.4. The link proposed may take one of the following forms:
- The output of files from the Client's software system in a specified format.
 - The return of files by the Service Provider in an approved format suitable for loading onto the Client's software system.
 - It is envisaged that the frequency of the data returns will be monthly.
 - The creation of an e-mail link or web access to File Hippo, or similar, (to accommodate the submission of large file sizes) for the sending of messages and data files and sharing of information.
 - The provision of access to the Clients software system for the purpose of limited viewing and updating of information.
- 2.5.5. It is the responsibility of the Service Provider to commission and pay for the purchase of any hardware, software (excluding any proprietary software forming a part of the Client's housing management/ repairs computer system current or any future alternative) or amendments to the Service Provider's existing software which may be required to achieve compatibility.
- 2.5.6. For clarity the Service Provider will be responsible for the cost of the following:
- stationery associated with the printing of Orders.
 - installation and rental of any telephone lines necessary to receive and output information.
 - any charges for calls initiated by them.

- all and any costs associated with the set up and implementation of a computer link.
- 2.5.7. Information available on the system shall only be used by the Service Provider confidentially and in connection with the operation of the Contract.
- 2.5.8. The Client shall provide such initial training and software support as is reasonably necessary during the course of the Contract. General advice and further technical details may be obtained from the Client.
- 2.5.9. The computer system shall be available between the hours of 8.00am to 7.30pm each working day. The Client reserves the right during these times to close down the system for maintenance and shall give reasonable notice to the Service Provider of such non-availability.
- 2.5.10. It is a specific requirement that the Client/Client Representative has constant access to records pertaining to properties that they are requesting to work in. The Service Provider will be required to store all records (copies of engineers work documents, Client's gas safety inspection sheets) in a filing system alphabetically/numerically stored by road order in addition to any computer database system.
- 2.5.11. This information MUST be updated every 24 hours, and in the case of computer database information, this must be backed up at the end of each working day. The Client/Client Representative or his authorised representative is to be given unrestricted access (in working hours) to these documents should they from time to time require it. All the records relating to the dwellings/sites in this Contract remain the property of the Client and the Service Provider shall ensure compliance with the Data Protection Act. On completion of the contract all records will be returned to the Client/Client Representative.
- 2.5.12. Gas Servicing Database**
- 2.5.12.1. The Service Provider will be required to provide and maintain a fully computerised system for recording all gas servicing information. The Service Provider will create, maintain and update a computerised database to record details of all Gas servicing information necessary for Raven Housing Trust to fulfil their role as Landlord under the Gas Safety (Installation and Use) Regulations 1998. This must also incorporate reports of testing of smoke and CO alarms.
- 2.5.12.2. The database must also have the ability to record and incorporate information on new installations undertaken by either the term maintenance or any other installing Contractors/Service Providers.
- 2.5.12.3. On a monthly basis the Service Provider will be required to provide to the Client in a computerised format all data held on the Service Providers database, which is also to be compatible with Raven Housing Trust asset management system (Keystone) in order that it may be uploaded onto the Raven Housing Trust asset management system.
- 2.5.12.4. Raven Housing Trust will provide the Service Provider with all existing data on gas servicing currently in its possession; however, the information which will be definitive as known at the time of handover cannot be guaranteed as to its accuracy.

- 2.5.12.5. Where hardware or software as supplied by the Service Provider conflicts with the firewall or software provisions of the Raven Housing Trust's policies, use of this equipment will not be permitted. If the Information Technology system used on the Contract fails, the Service Provider will use a manual system to maintain the service provision.
- 2.5.12.6. Due to the Legal nature of Landlord's Gas Safety Certificates, all information relating to servicing must be input by the Service Provider on the same day/next day following completion of the works together with the necessary updating of breakdown data to include job complete, parts required, no access or "other" as appropriate. This will normally detail what specific completion problems are being experienced by the Service Provider.
- 2.5.12.7. The use of a CORGI CP12 form is not prescriptive. Any Landlords' gas safety record that complies with Gas Safety Regulation 36 may be used.
- 2.5.12.8. Landlords gas safety records shall be used solely for the safety checks at periods of no greater than 12 months although the programmed visit is intended to start at 10 months interval from previous completed landlords gas safety record. For all other activities a CORGI CP4 form or equivalent shall be used unless directed otherwise by the Client/Contract Administrator.
- 2.5.12.9. The Landlords' gas safety records shall be completed by the operative whilst on site in an electronic format.
- 2.5.13. **Renewables Servicing Database**
- 2.5.13.1. The Service Provider will be required to provide and maintain a fully computerised system for recording all servicing information for renewable systems. The Service Provider will create, maintain and update a computerised database to record details of all Gas servicing information necessary for Raven Housing Trust to fulfil their role as Landlord under the appropriate legislation.
- 2.5.14. **Electronic Certificates and Information**
- 2.5.14.1. It will be a condition under this Contract that the Service Provider has in place a programmed system in the form of Personal Digital Assistants (PDA's) that have the ability to produce Landlords Gas Safety Certificates and other certification in an electronic format that will be used on this Contract. This electronic information will be required to be sent to both the Client Representative and the Client on a daily basis, each day's certificates must be electronically transferred in a continuous Portable Document Format (pdf) and also as individual Portable Document Formats (pdf's) with their file name identical to the property reference code (UPRN) for ease of identification. All Landlord Gas Safety information and no access information must also be electronically transferred to the Client and the Client Representative in a comma-separated value format (csv). Property reference numbers/codes must be included with all information supplied.
- 2.5.14.2. On a weekly basis the Service Provider will provide electronically to the Client Representative the following detailed information.
- Copies of all 1st or 2nd appointment letters sent.
 - Copies of all no access cards left.

- All completed landlords gas safety certificates (CP12).
- All other completed certification

2.5.14.3. In addition to the above weekly information provision the Client will also require this information collated on a monthly basis and supplied in portable data format.

2.5.14.4. The Service Provider will also provide the Client (in a format to be agreed) via a web-based portal or other means, electronic access to live and current information relating to the service and breakdown information including all current Landlord Gas Safety Certificates.

2.6. DATA PROTECTION ACT

2.6.1. The Service Provider shall comply with their obligations under the Data Protection Act 1998 ("the Act") as set out in the Term Partnering Contract and any subsequent re-enactment and other statutory obligations in relation to the information in so far as performance of the obligations under this Term Partnering Contract gives rise to obligations there under. The Service Provider shall provide the Client with a warranty that the Service Provider complies with the seventh data principle as defined within the Act together with such other information as the Client may reasonably require to satisfy themselves that the Service Provider is complying with such obligations; including, but not limited to, a copy of the Service Provider registration under the Act.

2.6.2. The Service Provider shall ensure that it does nothing which places the Client in breach of the Client's obligations under the Act and any such action by the Service Provider and/or breach by the Service Provider of its warranty, may result in the termination of the contract by the Client in accordance with the terms of this Contract.

2.7. EXECUTION OF WORKS

2.7.1. The Service Provider must acquaint and satisfy themselves with all conditions likely to affect the execution of any part or parts of the Orders issued, including the types, construction and location of the dwellings and buildings, as no claim by the Service Provider for additional payment shall be allowed on the grounds of any misunderstanding, or ignorance due to lack of knowledge of local conditions, regulations or requirements on which the Orders are to be executed.

2.7.2. The Service Provider shall at all times employ sufficient labour, supply sufficient materials and utilise suitable and sufficient plant and equipment to ensure that all Orders placed are started and completed within the response repair period (which commences from the time of the issue of the Order) to the entire satisfaction of the Contract Administrator.

2.7.3. The Contractor will appoint a single member of staff who shall be the key contact for ensuring delivery of these works throughout the contract term. This person will remain responsible for the co-ordination / implementation of work / services.

2.7.4. The Service Provider shall provide full and adequate supervision during the progress of the works and shall keep a competent and qualified Supervisor / Contract Manager, approved by the Client/Client Representative, (whose approval may be withdrawn at any time) constantly available. Such authorised qualified Supervisor/Contract Manager must be able to receive and act upon (on behalf of the Service Provider) all instructions, directions or orders issued by the Client/Client Representative, or his representatives. The Service

Provider shall also ensure that the qualified Supervisor/Contract Manager can be contacted at all times.

- 2.7.5. The Service Provider must also keep tenants and wardens advised when they are to be affected by the works and will record all correspondence with the tenants and wardens. The Service Provider is to ensure generally that the interests of the tenants receive full consideration. Allowing for visiting occupants outside of normal working hours.
- 2.7.6. The name of this Supervisor and/or Contract Manager, together with the telephone numbers upon which they can be contacted are to be submitted to the Client Representative prior to commencement of the Contract.
- 2.7.7. The successful Service Provider or the approved appointed sub-Service Provider where permitted shall be a member of:
- The Council of Registered Gas Installers and as from 1 April 2009 its replacement 'The Gas Safe Register'.
 - the National Inspection Council for Electrical Installation Contracting (N.I.C.E.I.C.) or equal approved

The service provider will maintain membership throughout the life of this Contract. De-Registration and/or loss of membership will be treated as a fundamental breach of Contract and notice given in accordance with the Contract.

2.8. SURVEY AND RESPONSE PERIODS

- 2.8.1. The works response periods required under the terms of this contract will be:
- Immediate priority; As soon as possible but within a maximum period of two hours. This will primarily be used in situations where potential works pose an immediate health & safety and / or property damage threat and immediate action is required. This priority will need to be responded to twenty-four (24) hours a day, every day of the year (365 days).
 - Emergency priority; As soon as possible but within a maximum period of twenty-four (24) hours. This will primarily be used in situations where potential workers pose a health & safety and / or property damage threat and action is required. This priority will need to be responded to twenty-four (24) hours a day, every day of the year. This category shall also include any applicable qualifying repairs as detailed in the right to repair legislation and emergency containment, for example the sealing of material with tape or polythene as containment measures if required.
 - Other priority; As soon as possible but within a maximum period of five days. This will primarily be used in situations where potential works pose no immediate health & safety and / or property damage threat and action is required. This priority will need to be responded to twenty-four (24) a day, every day of the year (365 days). This category shall also include any applicable qualifying repairs as detailed in the right to repair legislation.
 - Programmed priority; This will be used for servicing works where the works are programmed in for completion.

- 2.8.2. The Client reserves the right to vary the priority and response repair period for any work. The Client will not reimburse the Service Provider for varying the priority and will not accept any claim for additional costs incurred.
- 2.8.3. The Client reserves the right to withdraw any Order at any time. The Service Provider shall make no charge if an Order is withdrawn or a property is omitted from an Order before work has commenced, or a property is found not to be in the ownership of the Client.
- 2.8.4. In certain situations and especially in cases of work required to be attended, made safe and/or completed within 24 hours i.e. emergency, the Order may be given by telephone by the Client and the Service Provider shall commence the work immediately upon receiving the verbal Order. The Client will in all such cases issue an Order or instruction in respect of all such work issued by means of verbal instruction, but it is the Service Provider's responsibility to obtain such Orders or instructions in Order that payment for works duly authorised can be made. The Client will not reimburse the Service Provider for undertaking emergency works, these rates are deemed to be included, and the Client will not entertain any claim for any additional costs incurred whatsoever.
- 2.8.5. If within two working days of the receipt by the Service Provider of an Order the Service Provider considers that the volume or nature of the works will require an extension to the response repair period he is to notify the Contract Administrator immediately giving full details and justification for the extension, who shall adjudicate on whether an extension to the response repair period should be granted and such adjudication shall be final. It should be noted that any such extension would only be considered in extreme cases.
- 2.8.6. The Service Provider will be required, notwithstanding the expiry of the Contract period on the date as stated in the Contract details to satisfactorily complete all Orders issued to the Service Provider before or on the date of expiry of the Contract Period.

2.9. COMMUNICATIONS

- 2.9.1. The Service Provider shall execute all works ordered under the Contract promptly to ensure a timely response. Immediately upon the commencement of this Contract, the Service Provider shall place themselves in direct telephone or similar communication (not answer phone) with the Contract Administrator and such facility for communications must be maintained in a functioning state during the normal working hours for the continuance of the Contract.
- 2.9.2. The Service Provider is to ensure that the officer in charge can be contacted by means of mobile phone or other form of communication approved by the Contract Administrator during all normal working hours and that the Service Provider can contact their operatives during all normal working hours.
- 2.9.3. When Orders and variations have been given by telephone, the Service Provider shall immediately upon receipt, apply for and obtain confirmation of such Orders and variations in writing (or confirmed by e mail) under the hand of the Contract Administrator.
- 2.9.4. The costs for attendance at Contract Management Meetings will be contained within the tendered sum. The meetings are to be held throughout the Contract Term at the client's Offices, the duration of which will be a minimum of Monthly.

- 2.9.5. The Service Provider must maintain throughout the Contract period office accommodation which must be open for the purpose of notification of faults and inspection of records by the Client/Client Representative, Property Occupiers or any person authorised by them to do so during the hours of 08.00 to 20.00 on every weekday, weekday evenings and Saturdays 08.00 to 17.00 when field operatives are undertaking servicing works, except public holidays.
- 2.9.6. At all times during which the control point is open as stated above, the Service Provider shall ensure sufficient **free phone** business land telephone lines are available for the sole purpose of receiving incoming calls associated with the Contract in respect of notification of breakdown or malfunction or arranging for servicing detailed in the specification in respect of this Contract only.
- 2.9.7. This telephone number must be provided to the Client/Client Representative at least 2 weeks prior to the Contract commencing.
- 2.9.8. The Service Provider must ensure that during such hours as the office not being open, a qualified Supervisor agreed by the Client/Client Representative, and who directly controls a team of maintenance engineers, will personally receive telephone calls whenever the control point is closed to enable compliance with the Service Provider's obligations under the Specification.
- 2.9.9. The telephone numbers notified prior to the commencement of the contract must remain in force for the Contract duration. Should due to unforeseen or any other circumstances contact numbers previously submitted are altered all costs incurred by the Client/Client Representative relating to the aforesaid as deemed chargeable will be borne by the Service Provider.
- 2.9.10. **Out of Hours Contact**
- 2.9.10.1. As previously stated the Service Provider's office control point is to be manned and contactable at all times between the hours of 08:00 to 20.00 Monday to Friday, weekday evenings and Saturday 08.00 to 17.00 where servicing is being undertaken as applicable, for calls outside of these hours the Service Provider **must** employ the services of a recognised call centre to deal with the notification of faults, the Service Provider will also be required to provide as a minimum requirement relevant telephone numbers and contact names of Engineers, Supervisors and Managers who can be contactable for the reporting of all required call outs and in the case of emergencies a contactable telephone number of a responsible Director.
- 2.9.10.2. All relevant contact telephone numbers are to be provided at least two weeks prior to Contract commencement.
- 2.9.10.3. The out of hours telephone is to be manned at all times by a competent person. Calls **must not** be diverted to a telephone/answer machine. Telephone answering services or answering and recording machines will not be acceptable under any circumstances.
- 2.9.10.4. The Service Provider shall also ensure that all engineers working on the Contract are immediately contactable. To give effect to this provision each engineer shall be provided with a radio pager or mobile telephone.

- 2.9.11. All completed servicing/breakdown information including the servicing appointments procedure must be entered by the Service Provider on the Clients choice of software as stated above and this must be done in strict compliance with the Contract, and the information will mirror the information of completed servicing works that the Contract details on the Landlords Gas Safety Certificate (CP12) which shall include but not be limited to all gas appliances, smoke, carbon monoxide and heat detectors within as identified within the Raven Housing Trust's properties, including confirmation of tenants/occupiers name and telephone number where freely provided.

2.10. CONTINUITY OF WORKS.

- 2.10.1. The Service Provider should note that due to variations in the amount of work available at any one time, it is not possible to guarantee any volume or continuity of work. It is to be noted that Orders or instructions may be issued on a random day-to-day basis.
- 2.10.2. The Client does not guarantee the continuity of work to the Service Provider and where there is a change to the volume of work Orders being issued by the Client, then the Client will endeavor to discuss this with the Service Provider prior to volume changing but shall not be obliged to do so.
- 2.10.3. Due to the unpredictable nature of the work Service Providers shall make allowance for irregular workload patterns. The Client will make all reasonable efforts to arrange for Orders to be prioritised with a view to avoiding excessive demands on the Service Providers labour capacity, but the Service Provider does not by virtue of this provision acquire any rights against the Client and should appreciate that in certain circumstances (e.g. adverse weather conditions) there may be heavy and sustained demand for emergency works. The Service Provider shall ensure that they have sufficient labour resource to satisfy exceptional peaks in demand.
- 2.10.4. Should the Client's business needs so dictate, the Client reserves the right to issue no Orders to the Service Provider.

2.11. INSPECTION AND COMPLETION OF ORDERS

- 2.11.1. Orders will not have been the subject of any pre-inspection by the Client and therefore Orders may only give an indicative notification of the scope required. The Service Provider shall carry out all required pre-inspection and / or identification required in order that the order can be completed and shall have deemed to have allowed for all costs, within the tender price, that compliance with the procedure will entail.
- 2.10.2. The Service Provider is required to notify the Client by direct computer link of the completion of an Order or task within 2 working days of completion giving the date that the work being the subject of the Order was actually completed. Failure to undertake this requirement could prevent additional Orders being issued to the Service Provider.
- 2.11.3. Any or all of the orders may be subject to inspection by officers of the Client, or their representatives and the Service Provider will be required to attend the place of inspection and provide any relevant documentation if so requested.

- 2.11.4. The Service Provider shall leave the site of the order complete and in a clean sound and perfect condition, and during the execution of the order and at completion shall clear away all rubbish and make good at their own expense to the satisfaction of the Contract Administrator, any damage which may have been caused to any property of the Client by their employees.

2.12. MANAGEMENT REPORTS

- 2.12.1. Where requested the Service Provider shall provide to the Client a report detailing all orders / requests, showing progress against the target. Any delays or variations will be fully documented to allow the Client to undertake full management reporting. All reports shall be transmitted via e-mail or the direct computer link to be received by the Client no later than 10.30am on the working day requested.
- 2.12.2. The Client and Service Provider will finalise and agree the format / content of works report following award of Contract.
- 2.12.3. On a monthly basis the Service Provide shall issue a contract report which details:
- Progress against target of any planned servicing works
 - Progress against target of any other survey works.
 - Progress against target of any other orders
 - Measurement of performance against performance indicators
 - Invoicing and payments
 - Complaints and resolutions
 - Performance issues and efficiencies measures.
- 2.12.4. The Client and Service Provider will finalise and agree the format / content of the monthly report following award of Contract.

2.13. HOURS OF WORK

- 2.13.1. The hours of work for the Contract shall be:
- Normal working hours; Monday to Saturday 8:00 to 18:00 (with the exception of Bank Holidays).
 - Emergency working hours; A twenty-four hours a day service, every day of the year with no exceptions.
- 2.13.2. With the exception of emergency works which may pose a significant health & safety issue, the Service Provider should be sensitive to religious and cultural events celebrated in a diverse community and should respect the wishes of customers in not carrying out work on these days.
- 2.13.3. The Client will not be liable for extra payments of monies in the event of overtime worked, this is deemed to be included in the Service Providers price.
- 2.13.4. The Service Provider is to note that work to certain housing properties (and schemes) may be the subject of special timing and methods of working to comply with the customers specific requirements. Access to such premises will have to be pre-arranged by the Service Provider through the Clients responsible key worker, officer, warden and/or other

authorised dedicated person and the Service Provider shall make all necessary allowances within their tender for any extra costs that compliance with this regulation may incur.

2.14. LIST OF AUTHORISED PERSONS

- 2.14.1. A list of “Authorised Persons” will be supplied to the Service Provider before or shortly after the commencement date of the Contract. This list will be updated throughout the Contract period to take account of changes in authorised officers of the Client.
- 2.14.2. Should the Service Provider receive instructions/directions from persons not identified on the list of authorised persons then the Service Provider should refer the matter to the Contract Administrator for directions before commencing any works.

2.15. IDENTIFICATION

- 2.15.1. The Service Provider will supply all working personnel employed upon the works including any permitted Sub-Service Providers with a form of identification card approved by the Client, which will contain the following details:
- Photograph of operative
 - Operative’s name
 - Service Provider’s name, logo, address and telephone number
 - The Clients telephone number
 - A.C.S. qualifications
 - Gas Safe Registration number
 - Expiry date of card (which shall not be beyond the expiry date of the Contract)
- 2.15.2. The Client will provide Client Authorisation Identity which the Contractor will issue to all operational staff. They in turn will produce this authorisation along with their company ID to any relevant person when undertaking work on the Clients behalf.
- 2.15.3. The Service Provider will be required to submit before the commencement of the Contract a list of their operatives to be used on the Contract together with their personal details and this list is to be updated when changes in staff arise.
- 2.15.4. The Service Provider will be required to ensure that all identification cards so issued are returned to the Client on the expiration of the Contract or on the occasion of an operative leaving their employment.
- 2.15.5. Failure to return an identification card or a lost or mislaid Identification card will result in the requirement at the Service Provider’s expense to reissue new identification cards of a different design to all operatives under the Service Provider’s control.
- 2.15.6. All vehicles used by operatives employed by the Service Provider or Sub-Service Providers in carrying out the works under this Contract shall clearly and permanently bear the Service Provider’s logo and name on them irrespective of ownership. The Service Provider will be required to submit before the commencement of the Contract, a list of their vehicles together with their registration numbers, to be used on the Contract and this list is to be updated when changes in vehicles arise.

- 2.15.7. All the operatives employed by the Service Provider or Sub-Service Providers shall at all times wear clean work wear, clearly and permanently bearing the Service Provider's logo, name, address and telephone number on them. The work wear shall be to the approval of the Contract Administrator.
- 2.15.8. Persistent failure on the part of operatives and/or staff of the Service Provider and/or any sub-Service Provider to carry and show identification cards whilst engaged on the works shall entitle the Client to terminate the Service Provider's employment under the Contract in accordance with the conditions of this Contract.
- 2.15.9. The Contractor will issue to all staff FB (Fire Brigade) standard lock and padlock keys, to enable access to communal riser cupboards etc and Fire Brigade Drop Keys to facilitate access to communal areas of buildings where resident access control systems are fitted.

2.16. OCCUPIED PREMISES

- 2.16.1. Where the works are to be carried out in or adjacent to occupied premises the Service Provider shall give reasonable notice to the occupier of their intention to commence work, and the work is to be carried out in a manner that will cause the minimum inconvenience and nuisance from obstruction, dust, noise etc. All necessary precautions must be taken to ensure the safety of the occupier. Deliveries of materials must be arranged so as not interfere with the occupier or adjacent occupiers.
- 2.16.2. Where inconvenience or disturbance is unavoidable then these are to be discussed fully in advance with the customer and anybody else who is likely to be affected and practical precautions agreed with them in advance.
- 2.16.3. No work must start or continue in any building until all practicable steps have been taken to prevent danger to persons employed or living in the building at the time, from any live electric cable or apparatus, plumbing works, exposed asbestos or any other hazard which is liable to be a source of danger and the Service Provider shall take all necessary safety measures accordingly.
- 2.16.4. Service Providers are to make their own arrangements in unoccupied buildings for temporary electrical supply in accordance with the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 etc., and any applicable subsequent amendments or re-enactments.
- 2.16.5. The Service Provider should be aware that properties may be occupied by elderly, frail or ill customers and should therefore take due care and consideration in the execution of the works and of the Service Provider's tender is deemed to allow for any extra costs this may occur.
- 2.16.6. The Service Provider is to ensure that at the end of every working day, the customers and/or occupants of the properties being repaired have facilities available to them by way of light, heat, power, drinking water and sanitation services, together with washing and cooking facilities and the premises left secure.
- 2.16.7. Where exceptionally the Service Provider considers that because of the nature of the work and the nature of the customers needs, the customer cannot remain in occupation during

the works, this must be agreed with the Client before works commence or as soon as possible thereafter.

2.16.8. The Service Provider should be aware that Orders may be raised for the removal and cleaning of items which may be classed as hazardous.

2.16.9. The Service Provider hereby warrants that he is qualified to and will undertake such works that may be ordered by the Contract Administrator, either directly or via an approved specialist.

2.17. PROTECT AND REMOVE FURNITURE

2.17.1. All furniture, fittings, apparatus, carpets and the like shall be carefully moved by the Service Provider as necessary to enable the execution of the work to be carried out. This to be discussed with the customers in advance.

2.17.2. The Service Provider shall properly cover such furniture, fittings, apparatus, carpets and the like with spot cloths 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 positions, to the customers' satisfaction.

2.17.3. The Service Provider shall agree the extent of the removal of carpets, furniture, etc with the customer, and the conditions of such carpets, furniture etc., before commencing the works. Failure to agree the extent of removal and condition is to be reported to the Contract Administrator.

2.17.4. Any claims for damage to any customers' property are to be settled directly between the customer(s) and the Service Provider. The Client shall not entertain any claim from any party for damage or loss to customers' property.

2.17.5. The Service Provider's tendered prices are deemed to allow for all costs that may arise in complying with this, as no additional charges will be allowed.

2.18. PROTECTION OF PERSONS AND PROPERTY

2.18.1. The Service Provider will take every precaution whilst carrying out the works to ensure the safety of the general public, Client's staff and other persons likely to be affected by the operations and in particular comply with the requirements of the Office, Shops and Railway Act 1963, The Factories Act 1961, Construction Regulations 1961, 1966 and 1996, Health and Safety at Work Act 1974, The Management of Health and Safety at Work Regulations 1999 etc. subsequent amendments and re-enactments and all other relevant legislation.

2.19. SECURITY OF UNOCCUPIED PREMISES

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

2.20. ACCESS AND ABORTIVE CALLS

- 2.20.1. The Client, its officers, employees, agents and Service Providers (including the Service Provider and its Sub-Service Providers) have no special right of access without the registered customer's permission, and such rights of access include the opening of doors and windows and the carrying out of works to boundaries or grounds of the Client's property.
- 2.20.2. The Service Provider shall make arrangements for their own appointments with customers in respect of access to the individual properties for the purposes of undertaking the works.
- 2.20.3. If the Service Provider fails to keep the appointment, then the Service Provider is required to make a further appointment with the customer at a time convenient to the customer including up to 18:00 on a weekday or Saturday. The second appointment is to be no later than two working days after the initial broken appointment or at such time as convenient to the customer.
- 2.20.4. If on receiving an Order the Service Provider is unable to gain access on their initial visit the Service Provider shall leave a pre-paid appointment card supplied by the Service Provider requesting alternative times when work can be carried out. The Service Provider shall fulfil the arrangement, but if access is still not obtained on the second visit, the steps shall be repeated one last time. If on third visit the Service Provider is unable to obtain access, then the Service Provider shall then leave a card to notify the customer that access now needs to be facilitated through the Client.
- 2.20.5. The Client will then make arrangements direct with the customer regarding further visits, or to withdraw the property from the Order without charge subject to the approval of the Contract Administrator. The Service Provider is deemed to have included for all administrative and associated costs for facilitating access within their tender. The text/layout of the Service Provider's proposed cards is to be agreed in advance by the Contract Administrator.
- 2.20.6. The Service Provider is advised to contact the customer in the event that any prearranged appointment is going to be subject to delay or cancellation due to the unavailability of the Service Provider's operative due to delays etc.
- 2.20.7. The Service Provider is to note that work to certain housing properties may be the subject of special timing and methods of working to comply with the customer's specific requirements. Access to such premises will have to be pre-arranged by the Service Provider through the Client's responsible key worker, officer, warden and/or other authorised dedicated person and the Service Provider shall make all necessary allowances within their tender for any extra costs that compliance with this regulation may incur.
- 2.20.8. Where a mutual appointment with a customer is made outside of the response repair period (at the insistence of the customer) such works shall not be considered out of priority.
- 2.20.9. In the event that the Service Provider is unable to gain access to carry out emergency works, he is to immediately notify the Contract Administrator.
- 2.20.10. No payment will be allowed to the Service Provider for abortive calls and all such costs are deemed to be included in the Service Provider's tender.

- 2.20.11. The Service Provider will collect and return keys from/to the Client to facilitate access where required and shall have deemed to allow for all costs, within their tender, that compliance with this procedure will entail.
- 2.20.12. The Service Provider shall return all keys to the Client on satisfactory completion of the works. Keys shall be delivered by hand and no later than 2 working days following completion of the works.
- 2.20.13. The Service Provider will not attempt access to any occupied premises where there are person(s) less than 18 years of age or less unless a parent or other adult family member representative is present throughout the duration of attendance at the property.
- 2.20.14. Appointments for Servicing – Domestic Properties
- In a format to be agreed with the Client Representative. the Service Provider will based on the Client's Timeline Procedure write to the Tenant by 1st class post (no postcards), in a format to be agreed with the Client / Client Representative giving at least two weeks' notice confirming the date they will be calling to undertake the annual service, with an option for the Tenant to telephone the Service Provider to arrange a morning or afternoon appointment or an alternative day if the initial appointment date is not convenient.
 - The letter must clearly indicate to the property occupant that even if no gas appliances exist within the property a service visit must still be made for the purpose of identification, checking of gas supplies and where applicable flues forming part of the property infrastructure.
 - The envelopes containing the appointment letter (no postcards) sent to tenants must be overprinted in red bearing the wording "Please Open Important Information Enclosed Re Your Gas Safety Check" and must be sent by 1st class post.
 - The Service Provider will telephone the tenant the day prior to the servicing appointment to confirm that access will be provided in order to facilitate and complete the works.
 - If so requested by the tenant the Service Provider should be prepared to facilitate the servicing appointment where circumstances permit, within a 2-hour time window on the appointed morning or afternoon, also Saturdays and evenings as described elsewhere in this Contract.
 - If when the Service Provider attends on the appointed date the operative is unable to gain access a card approved by the Client / Client Representative will be left stating the date and time of the call, also the card that must be numbered and referenced for auditing purposes will be in triplicate.
 - The card is to be distributed as follows:
 - 1.Top copy to the tenant.

2. Second copy to be forwarded to the Client Representative for information purposes and onward transmission to the Client.

3. Third copy to be retained by the Service Provider.

- Where no access is gained and a card is left, the Service Provider will provide the Client in an electronic format detailed information stating property address, date, time the card was left and unique card reference number.
- If within 14 days of the first failed appointment date the Service Provider has not received a response from the Tenant, the Service Provider will send a second letter by registered post (no postcards) in a format to be agreed with the Client / Client Representative for which proof of postage must be provided, giving the tenant/occupier at least two weeks' notice confirming a further date that they will be calling to undertake the annual service, with an option for the tenant to telephone the Service Provider to arrange a morning or afternoon appointment or an alternative day if the initial appointment date is not convenient.
- The Service Provider will telephone the tenant the day prior to the servicing appointment to confirm that access will be provided in order to facilitate and complete the works.
- If when the Service Provider attends on the 2nd appointed date the operative is unable to gain access a card approved by the Client / Client Representative will be left stating the date and time of the call, also the card that must be numbered and referenced for auditing purposes will be in triplicate.
- The card is to be distributed as follows:
 1. Top copy to the tenant.
 2. Second copy to be forwarded to the Client Representative for information purposes and onward transmission to the Client.
 3. Third copy to be retained by the Service Provider.
- Where no access is gained and a card is left, the Service Provider will provide the Client in an electronic format detailed information stating property address, date, time the card was left and unique card reference number.
- If following the expiration of a period of 7 days, the Service Provider has had no response from the tenant following the second call letter the Client Representative must be notified immediately.
- The form of notification must be either in writing or by electronic mail in a format to be agreed but must give a fully qualified audit trail.
- Following the second failed attempt to gain access and notification to the Employer/Managing agent the Contractor will send a third letter by registered post on Raven Housing Trust headed paper in a format to be agreed with the Employer.

- The quality information required under this procedure is fundamental to the Client in order to demonstrate that access procedures are in place.
- All information relating to the servicing appointment procedure including properties where the Service Provider has been unable to gain access must be input on a daily basis using the Client's chosen software.
- It is assumed that further cold calling will be carried out in an attempt to gain access until such time as the client chooses to follow the legal route. There will be no additional payment for this service.
- All costs for the service appointments procedure including postage and stationery will be the responsibility of the Service Provider.

2.20.15. Appointments for Servicing - Central Boiler Plants and Associated Domestic Dwellings

- In a format to be agreed with the Contract Administrator, appointments to undertake annual servicing and intermediate visits will be arranged in the first instance with the onsite staff as will any access requirements to boiler/plant rooms, communal areas or occupied properties or as applicable through the offices of the Employer.
- It is important to ensure that on the appointed day that is scheduled to undertake the inspections, access is available.
- No responsibility will be accepted by the Employer where the Contractor is unable to gain access to the property/site on the appointed day, neither will the Contractor be entitled to make a compensatory claim in respect of lost revenue other than in exceptional circumstances whereby the Contractor may following agreement with the Contract Administrator submit a claim that will be presented to the Employer for consideration whose decision will be final.
- Should the Contractor not meet the targets set down for service completions and if following consultation the Employer/Contract Administrator is of the firm opinion that the Contractor will not complete the Servicing Programme within the stipulated time period, the Employer reserves the right without further notice or time extensions to employ the Services of a backup Contractor to complete the outstanding works, and the Contractor will be liable for all costs incurred over and above submitted service cost rates.
- All costs for the service appointments procedure including postage and stationery will be the responsibility of the Contractor.

2.21. **SERVICING PROGRAMME**

- 2.21.1. The servicing programme which is to be carried out on a 12-month cycle will be discussed and agreed with the successful tenderer/s prior to commencement of Contract to the satisfaction of the Client/Client Representative.
- 2.21.2. New programmes will be supplied as deemed necessary by the Client/Client Representative.

2.21.3. The Service Provider is to give each tenant/occupier two weeks' notice in writing before a service visit in accordance with the service procedure. The Client shall not be responsible for any delay or other disruption caused to the Service Provider arising from the Service Provider being unable to obtain access to any property/site.

2.21.4. Individual arrangements must be made by the Service Provider when unable to obtain access to any site.

2.22. PREVENTION OF TRESPASS

2.22.1. No workman, scaffold or the like is to be allowed to trespass upon properties adjoining those in respect of which an Order is given. If the execution of work requires that workmen must enter upon adjoining property, the necessary permission must be first obtained from the owner/leaseholder or tenant by the Service Provider who is to see that these instructions are carried out. If the Service Provider is unable to obtain such permission, he is to inform the Contract Administrator who will endeavour to arrange access to the adjoining property.

2.22.2. The Service Provider shall indemnify the Client against any claim or action for damages on account of any trespass or other misconduct of their employees. Workmen will be allowed only into such parts of the site and buildings of the Client's stock as may be necessary to execute the works from time to time ordered hereunder.

2.22.3. The Service Provider shall at times be mindful of the requirements of the Party Wall etc. Act 1996 (the **PWA**) and the various obligations it imposes on the Client towards owners of adjoining property when works are to be undertaken on/over or adjacent to roofs, chimneys, walls, fences and similar party boundary situations, with regard to giving of notices and preparation of Party Wall Awards, all as defined by the PWA.

2.22.4. If on initial inspection of any works for which an Order has been issued, the Service Provider is of reasonable opinion that such works come under the provisions of the aforementioned Act then the Service Provider shall not proceed with the works and shall immediately notify the Contract Administrator accordingly in writing.

2.22.5. The Contract Administrator, as in their opinion deems necessary shall within a reasonable time issue an instruction to the Service Provider to either, proceed with the works as originally ordered or temporarily cancel that part of the Order relating to the applicable property without charge until such time as the Client has arranged for the issue of requisite notice to adjoining owners and preparation of a Party Wall Award. If instructed to proceed as originally ordered, the Service Provider shall still be obliged to complete the works within the response repair period stated in the original Order.

2.22.6. No payment will be allowed to the Service Provider for parts of Orders so cancelled and all costs arising from compliance with the above are deemed to be included in the Service Provider's tender.

2.23. PROTECTION OF EXISTING AND ADJOINING BUILDINGS ETC.

2.23.1. The Service Provider shall suffer nothing to be done that is liable to injure the stability of existing buildings or any portion, boundary walls, fences or railings. The Service Provider

will be held responsible for all damage arising through carelessness or inadvertence in this respect. Every effort is to be taken by the Service Provider to avoid damage to gardens and trees and the work is to be carried out so as to cause the minimum of interference to the persons occupying or using the existing or adjacent or adjoining premises.

2.24. LIAISON WITH OTHER SERVICE PROVIDERS

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

2.25. WHERE TENDERED PRICE NOT APPLICABLE

- 2.25.1. If any work is ordered to be executed for which no tendered prices are contained, the value shall be based on the items most nearly conforming with the description of the work undertaken, or as may be agreed, or failing agreement the value determined by the Contract Administrator whose decision shall be absolute and final.
- 2.25.2. In the case of proposed work that cannot be valued under specific items in the tendered prices either directly or indirectly as provided above the Contract Administrator may require the Service Provider to furnish a quotation, or the Client may, if it thinks fit, employ other tradesmen or Service Providers to execute such work.
- 2.25.3. The Client reserves the right to delete items from the tendered prices as is deemed appropriate and no claim for any additional costs arising from the deleting of such items will be allowed by the Client.
- 2.25.4. The Client may require the inclusion of additional items within the tendered rates. In such situations the Client will identify items and either pre-price these or request a price from the Service Provider for negotiation, agreement and inclusion in the tendered prices.
- 2.25.5. In all cases the Client's decision on the prices will be final and the Service Provider will be duly bound to undertake and complete all such works so ordered under the terms and conditions of the Contract.

2.26. DAYWORK

- 2.26.1. Notwithstanding the provisions of this document the Contract Administrator may require work, which cannot be valued under specific items to be carried out as daywork. The Contract Administrator's decision in this respect shall be absolute and final.
- 2.26.2. The Contract Administrator will specify on the particular Order for the daywork, the maximum number of hours permissible for that work. In the event that these hours are likely to be exceeded, the Service Provider, shall, before expending any extra hours on the work, obtain a variation Order in writing signed by the Contract Administrator. The Service Provider shall in all cases expedite this procedure in Order to prevent any delay to the completion of the works. Payment for work undertaken as daywork shall be carried out at the rate tendered by the Service Provider for the same.

2.26.3. Labour

- Payment for labour expended on authorised daywork hours shall be made at the rates tendered by the Service Provider.
- The predefined rates for daywork labour stated in the pricing document are deemed to be fully inclusive of all costs and expenses incurred by the Service Provider for the undertaking of work on a daywork basis and shall be applicable to working hours only i.e., any travel and other lost time is deemed to be inclusive in the stated rates. Such rates are also deemed to be inclusive of the aggregate prime cost of all materials expended up to £1.00 per hour worked.

2.26.4. Materials and Goods

- The prime cost of materials and goods obtained from stockists or manufacturers is the invoice costs after deduction of all trade discounts but including cash discounts not exceeding 5% and includes the cost of delivery to site.
- The prime cost of materials and goods supplied from the Service Provider's stock is based upon the current market prices, plus any appropriate handling charges.
- Any value added tax, which is treated, or is capable of being treated, as input tax by the Service Provider is excluded.
- The Service Provider will be allowed an addition of 10% to the prime cost of materials and goods in respect of overheads and profit.

2.26.5. Plant

- Plant specifically required for works agreed to be executed on a dayworks basis and for out of hours emergency work shall be charged at net invoice cost after deduction of all discounts but including cash discounts not exceeding 5% and includes the cost of delivery to site where such plant warrants a specific delivery charge.
- The Service Provider will allow an addition of 10% to the prime cost of plant in respect of overheads and profit.
- The use of non-mechanical hand tools and of erected scaffolding, staging, trestles or the like is excluded.

2.27 UNSATISFACTORY WORK

- 2.27.1. If the Service Provider shall fail to remove or make good any defective or unsatisfactory work when ordered to do so by the Contract Administrator, the Client shall have power to take the work out of the Service Provider's hands and cause the work to be completed and/or make good the unsatisfactory work and may offset, from any money due to the Service Provider, the full amount of any costs incurred in so doing including the Client's administration costs. No payment will be made for such unsatisfactory work.
- 2.27.2. The Service Provider shall ensure that all defects/faulty workmanship of whatever nature is corrected at the Service Providers sole expense to the entire satisfaction of the Contract Administrator.

- 2.27.3. Unsatisfactory work will be monitored by the Contract Administrator and continued repetitions will be discussed and documented. The Contractors inability to correct and rectify unsatisfactory works, may in certain circumstances, lead to grounds for termination of the Contract.
- 2.27.4. If at any time the Client/Client Representative shall disapprove of any of the materials employed, the Service Provider is to forthwith remove such materials from the site and to substitute others of approved quality and where any portion of the work executed shall be considered defective or imperfect, or not in accordance with the terms of the contract, such defective or imperfect work shall be forthwith removed and the work re-executed in an approved manner and at the Service Provider's cost.
- 2.27.5. The Service Provider shall inform the Client/Client Representative when existing hidden work is exposed. Such work is not to be covered prior to an instruction from the Client/Client Representative, who may need to carry out an inspection before issuing any instructions.
- 2.27.6. All installation or replacement works undertaken by the Service Provider under this Contract shall carry a 12-month defects liability.
- 2.28. SERVICE PROVIDER TO PROVIDE ALL MATERIALS, PLANT LABOUR ETC.**
- 2.28.1. The Service Provider shall provide and bear the expense of all materials, plant, labour, matters and things of every description that may be a prerequisite for properly executing the works. The Service Provider's provision of these items is deemed to be included in the Service Provider's tender.
- 2.28.2. All materials to be used shall be new materials (unless otherwise specified) and in accordance with the specifications and standards as set out in the Contract Documents. The goods supplied shall be of quality or sort specified in the Order and where so required equal in every respect to the Clients standard patterns and/or specification or to samples submitted and approved. Where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institution is current at the date of this Contract then all goods and materials used or supplied hereunder and all workmanship in execution of the Contract shall be in accordance with that standard unless a higher standard is specified in the Contract.
- 2.28.3. The Service Provider shall ensure that all materials shall conform, and Works shall be carried out to the standards required for compliance with all applicable statutory requirements regulations, standards and codes of practice in force at the time of installation or execution, including but not limited to the Gas Safety (Installation and Use) Regulations 1998 and the provision of the appropriate certificates hereunder.
- 2.28.4. The Service Provider must make adequate provision for holding stock of materials and plant in the operational areas, together with having sufficient labour of all trades to meet the requirements of the Client in accordance with the Contract. The Service Provider should note that there will be no storage facilities available on site and that materials and equipment are therefore not to be left on site, but to be removed at the end of each working day and upon completion of the works.

- 2.28.5. The Contract Administrator may require any materials or completed work to be tested by an independent body. In this event the Service Provider will be responsible for arranging for such tests and if they are satisfactory, he will be paid the cost of such tests. Should the tests prove the materials or work not to be in accordance with the Contract, the Service Provider must bear all costs incurred in connection with the tests and replacing unsatisfactory materials or works.

2.29. CONDEMNED MATERIALS

- 2.29.1. Should any materials be brought upon the sites which the Contract Administrator shall decide to be of an inferior quality or description or improper to be used in the works, the same shall be removed entirely away from the site within 24 hours after Orders to that effect shall have been given by the Contract Administrator and other fit and proper materials shall be supplied by the Service Provider with all possible despatch in place of those rejected; and in cases of con-compliance with any such Orders the Contract Administrator may cause the inferior or improper materials to be taken away or otherwise dealt with as rubbish without any payment or compensation to the Service Provider for the same and the Service Provider shall on demand pay to the Client the costs incurred by the Client in so doing, the amount of such expense to be certified by the Contract Administrator. For all purposes, the decisions, Orders or certificate of the Contract Administrator shall be absolute and final.

2.30 CREDIT FOR MATERIALS

- 2.30.1. All old lead, copper or other second-hand materials or other articles or materials remaining 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 Service Provider. The Client reserves the right to negotiate with the Service Provider the value of any such materials retained by the Service Provider, such value to be paid to the Client upon request.

2.31. INVOICING AND PAYMENT

- 2.31.1. Invoices for cyclical payments will be paid monthly in arrears. The Contract Administrator will deliver to the Service Provider a full itemised list of those properties which may be bulk invoiced under the cyclical part of the Contract, The Service Provider shall duly raise one invoice for each list as directed by the Contract Administrator. The itemised list for cyclical works will take full account of all omissions and additions that have occurred during the monthly period.
- 2.31.2. The Client shall have the right to amend the process for the submission of valuations / invoices by the Service Provider if deemed necessary during the term of the Contract. This may involve but shall not be limited to varying the batching, frequency / timescale, computerised invoicing, documentation requirements etc. The Contract Administrator shall give the Service Provider written notification of any amendments and the Service Provider shall comply with the same within fourteen days from receipt of the notification.
- 2.31.3. All invoices submitted by the Service Provider for reactive works must quote the Order number, the address, the Schedule of Rates code and priced value and a brief description of the work carried out and must also include the amount of Value Added Tax properly chargeable on the supply of goods or services to the Client in carrying out the Order and

must detail the precise dates on which the works were commenced and completed to the satisfaction of the Contract Administrator.

2.31.4. The Service Provider shall submit invoices for reactive works within 28 days of the works being completed. The Client reserves the right not to pay any invoice which is submitted where the works have been completed over six months previously.

2.31.5. No invoice will be certified for payment until the Client is in receipt of the required documented evidence that the works / services have been completed. The Contractor will, under no circumstance, invoice for any work that is incomplete, or the required documentary evidence has not been submitted to and received by the Client.

2.32. ASBESTOS

2.32.1. An asbestos register has been prepared for the Client's properties and access to which will be provided to the Service Provider when the Service Provider requires access to the same.

2.32.2. The Service Provider will be required to manage, administer and co-ordinate any work under this Contract, which involves handling or disturbance of materials containing certain types of asbestos when encountered in properties. The Client requires that any work involving such material which falls under the remit of relevant legislation shall be undertaken only by a specialist(s) from their list of asbestos removal Service Providers.

2.32.3. Any work under this Contract involving the handling or disturbance of materials containing asbestos shall be undertaken by the Service Provider so as to comply with all relevant and applicable existing or subsequent legislation, Approved Codes of Practice and guidance notes issued by the Health & Safety Executive, in particular their publications "Asbestos Essentials Task Manual" and "Introduction to Asbestos Essentials". All work undertaken shall meet or exceed the Approved Codes of Practice and guidance notes.

2.32.4. If during the course of any work the Service Provider discovers the presence of materials suspected or known to contain asbestos and such materials have not been previously notified to the Service Provider as containing or possibly containing asbestos, he must immediately cease work, notify the Contract Administrator, seek further instructions and respond in accordance with those instructions.

2.32.5. If the Contract Administrator confirms or has previously confirmed that asbestos is present then providing the work is outside of that work prohibited to be undertaken by the Service Provider pursuant to applicable legislation, then the Service Provider shall proceed to carry out the work in accordance with the task guidance sheets as contained within the "Asbestos Essentials Task Manual" and such work shall be deemed to be included in the Service Providers tender.

2.32.6. Whilst ceasing work immediately the Service Provider must nevertheless ensure the works are left in a safe and satisfactory condition with no danger and as little inconvenience as possible to the customer or occupier results.

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

2.33 CARRIAGE, TRANSPORT, FREIGHTAGE ETC.

- 2.33.1. The Service Provider's tender includes the cost of all carriage, transport and freightage and whatever else that may be required for the proper and efficient execution and completion of the work.

2.34 STATUTORY OBLIGATIONS

- 2.34.1. The Service Provider shall comply with, and give all notices required by any Act of Parliament, any instrument rule or Order made under any Act of Parliament and in particular with the requirements of the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999, Work at Height Regulations 2005, etc., subsequent amendments or re-enactments and with the regulations made thereunder, in relation to all work to be executed under the Contract.

2.35 HEALTH AND SAFETY AT WORK ACT

- 2.35.1. The Service Provider shall, without prejudice to any other statutory requirements, comply with and maintain health, welfare and safety measures up to the standard outlined in applicable legislation. The provisions of the Health and Safety at Work, etc., Act 1974 (**HSWA**) and any regulations made under the HSWA or subsequent amendments or re-enactments of the same are to be fully complied with by the Service Provider, their Sub-Service Providers and by their respective employees.
- 2.35.2. The Service Provider shall produce, at the Contract Administrator's request, a copy of the statements of safety policy issued by the Service Provider to their supervisors and employees in respect of construction and maintenance works and undertake to supply copies of all subsequent amendments or additions to the Contract Administrator.
- 2.35.3. In addition, the Service Provider in compliance with statutory requirements is to use products, methods of work and protective measures which will minimise health and safety hazards.
- 2.35.4. Certain Orders or parts of the same may be 'notifiable' as defined in the Construction (Design and Management) Regulations 2007. Individual Orders considered to be notifiable will be so stated and will be accompanied if applicable by supplementary health and safety information as follows:
- Description of the nature of the project including name(s) of designer/design team, location of the site, description of construction works, description of existing building and timescale for completion of the works on site.
 - Description of the existing environment including land use adjacent to the building of the site, surrounding land use, existing services, existing traffic systems and ground conditions.
 - Existing drawings.
 - Description of the design including detailed method statement requirements of the Principal Service Provider's construction phase Health and Safety Plan.

The Service Provider is to receive the written approval of the CDM Co-ordinator to the Service Provider's health and safety plan before proceeding with the undertaking of any Order subject to the Construction (Design and Management) Regulations 2007, unless the CDM Co-ordinator and the Contract Administrator consider that any delay in implementing the requirements of the Order may affect the health and safety of the customers and/or the general public and/or the structural stability and integrity of the Client's property or any adjacent property, in which event, verbal approval may be given to the Service Provider's Health and Safety Plan.

- Description of potentially hazardous construction material included in the design of the works.
- Description of site wide elements of the design including hazards regarding transporting materials, locations of temporary accommodation, traffic/pedestrian routes and services supplies.
- Details of overlap with Client requirements including parking arrangements, differing working hours and further hazards regarding the occupied premises.

2.35.5. Occupied Estates Schemes or Premises

- When working in or on occupied estates/schemes or premises, the Service Provider shall provide for the efficient protection of the public, including customers, residents, Client's staff and all other persons occupying or using the premises or adjoining premises, including unauthorised persons.
- The Service Provider shall take all necessary precautions to safeguard the health, safety and welfare of the public with particular attention to the matters detailed below. This is in addition to all common law and statutory obligations and other codes of practice on health and safety matters.

2.35.6. Safeguarding Vehicular Access to Dwellings

- The Service Provider shall take all precautions to eliminate as far as possible the danger to the occupier or the public arising from the entry and exit of all vehicles to and from the site. This shall include, for the whole duration of the works, efficient watching during the ingress and egress of all vehicles and efficient warning of movement of such vehicles to members of the public on the public highway and to persons within the site as necessary and provision of all warning notices.
- The Service Provider shall also continuously clear away mud or debris including that deposited by vehicles on roads and paved areas outside the site area and reinstate paving damaged by vehicles to the satisfaction of the relevant highway authority.

2.35.7. Excavations

- Excavations shall be fenced by chestnut paling or similar and adequately shored and protected. Suitable warning notices shall be erected (see provision of warning notices). Stop blocks or similar barriers will be necessary to stop wheeled vehicles from manoeuvring too close to the edge of excavations. In all cases the Service Provider is to comply to all relevant British Standards, equivalent EEC Regulations and

Construction (Design and Management) Regulations 2007 requirements relating to excavation work.

2.35.8. Safeguarding Public Access to Parts Of The Estates / Schemes

- Those parts of the estates/schemes, which must remain open to occupiers or the public, shall be provided, if required, with proper footways, guardrails and other protective measures to ensure the safety of the occupiers or the public. The Service Provider shall also provide and maintain temporary access facilities where necessary. Where scaffolding is erected over or adjacent to an entrance, which is to remain in use, effective screen and fans shall be provided. The Service Provider shall not block the access of occupiers or the public to estate roads, parking areas or pathways during the progress of the works. The Service Provider shall continuously maintain existing access, or if necessary, provide alternative access facilities to lifts, staircases, lobbies, hallways, corridors, refuse facilities, etc., and shall ensure that work within lobbies, corridors and stair areas proceeds in an orderly and safe manner. All reasonable steps are to be taken to ensure that the corridors, staircases, refuse chutes, intake cupboards or WC's are not obstructed with plant, materials etc.
- Materials shall be distributed on a day-to-day basis with no localised storage. The Service Provider shall remove all rubbish, plant, tools and materials from areas used by the public to a central storage point as work proceeds and specifically at the end of each working day and at completion.
- On no account shall refuse chutes, refuse chambers, intake cupboards or WC's be used for disposal of waste. Regularly, during the works and completion, the Service Provider shall also properly clean floors, woodwork, steps, yards, clear out all channels, outlets, gutters, etc., and leave the whole of the works in a clean sound and fit condition for occupation.

2.35.9. Fire Hazards / Precautions

- In addition to any fire precautions required by legislation and regulations, the Service Provider 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, and with proper provision of warning notices and signs.
- No flammable liquids or compressed gases shall be kept within the building, except in such quantities as may reasonably be required for the days' work. Liquid propane gas is banned from all buildings.
- Sufficiently adequately maintained fire extinguishers shall be provided according to circumstances. Before any work is carried out using flame cutting equipment or gas torches etc., the Service Provider shall arrange for the appropriate type(s) and size of fire extinguishers to be readily available at the site of the operation.
- There will be no smoking on the site. There will be no burning of waste material or debris on site.

- Take all necessary precautions to prevent personal injury, death, and damage to the works or other property from the fire. Comply with the latest version of the Joint Code of Practice 'Fire Prevention on Construction Sites' published by the Building Clients Confederation, the Loss Prevention Council and the National Service Providers Group.

2.35.10. Provision of Warning Notices

- The Service Provider shall implement a system of sign posting to warn occupiers and the public of dangerous operations, plant and chemicals and of freshly applied materials and all warning notices and safety signs must conform to the Health and Safety (Safety Signs and Signals) Regulations 1996. Such notices and signs shall be securely fixed and in a prominent position where they can be properly seen.

2.35.11. Dangerous Substances

- The Service Provider shall provide the Contract Administrator with all relevant information on any dangerous noxious or offensive substance or process to be used or handled on site, which might present a risk to the health, safety or welfare of the public or persons visiting the site.
- This information shall include details of the substance or process to be used or handled and the precautions and protective measures the Service Provider intends to take.
- Such information shall be provided at least 14 days before the substance or process is to be used or handled or immediately if such dangerous substance, e.g., asbestos is discovered unexpectedly.

2.35.12. Reporting of Accidents and Dangerous Occurrences

- The Service Provider shall make adequate arrangements for reporting accidents and dangerous occurrences as required by the notification of RIDDOR 95 and any amendments, modifications or substitution of/for those regulations. In addition, accidents and dangerous occurrences must be reported to the Contract Administrator.

2.35.13. Safety Of Children and Vulnerable People

- The Service Provider is to take all reasonable precautions to prevent injury to children and vulnerable people by implementation of the measures set out in applicable guidance issued by the Health and Safety Executive which includes the following:
 - Discouraging and preventing trespass including erecting an adequate perimeter non-climbable fence.
 - Taking precautions where perimeter fence is or is likely not to be effective or not possible to be agreed in advance with the Contract Administrator.
 - Immobilising and making safe all vehicles and plant.
 - Erecting guarding to edges of excavations etc.
 - Stacking materials in a safe manner to prevent their easy displacement.
 - Preventing access to elevated areas.
 - Preventing access to electricity supplies and other sources of energy.

- Preventing access to and safely storing hazardous materials.

2.35.14. Site Security Methodology

- The Service Provider's attention is drawn to the fact that the use of guard dogs will not be permitted.
- The Service Provider shall provide identity badges incorporating photographs for all personnel employed on the site. The Service Provider shall be responsible for ensuring that such identification is worn or available on each person employed at all times on the site. The Service Provider shall keep a register of badges issued and ensure that the badges of work people who leave the Service Provider's employ are surrendered. ID badges are applicable to all Sub-Service Providers and visitors.

2.35.15. Continuing Liaison

- The procedures for the health and safety implications of Service Provider design elements of the work must follow the recognised principals of prevention and protection and take into account issues highlighted in the plan. The detail of health and safety issues, risk assessments and hazards, which cannot be designed out, are to be submitted to the CDM Co-ordinator, together with proposals for mitigation/ control; required during work time. All such information is to be submitted in sufficient time to allow adequate consideration by the CDM Co-ordinator and where appropriate, the designer.
- The following action is to be taken in the event of unforeseen eventualities arising during worktime; which require significant design changes or affect resources required:
 - The CDM Co-ordinator is to be advised as soon as possible.
 - Details of the health and safety issues of the eventuality are to be submitted to the CDM Co-ordinator as soon as possible.
 - Details of the redesign and its health and safety implication are to be submitted to the CDM Co-ordinator for consideration and agreement in sufficient time to allow adequate consultation prior to the execution of the affected works.
- The Service Provider is to obtain from their Sub-Service Provider's information, which is required under CDM Regulations for inclusion in the Health and Safety File. This should be passed to the CDM Co-ordinator throughout the course of the Contract.
- The Service Provider shall notify the Contract Administrator and the CDM Co-ordinator immediately in the event of any accidents or incidents of a notifiable nature in accordance with RIDDOR.
- The Service Provider shall maintain in a prominent position a schedule containing addresses and telephone numbers for the following:
 - The nearest hospital with casualty facilities.

- The Health and Safety Executive Local Office.
- The Service Provider is to provide information to the Contract Administrator on any variations from the drawings with sufficient detail to enable the preparation of as-built drawing for inclusion in the Health and Safety File.
- A copy of all O&M Manuals of all specialist equipment are to be provided by the Service Provider to the CDM Co-ordinator for inclusion in the Health and Safety File.
- The CDM Co-ordinator is to be advised of any variation from the materials specified in the Contract Documents.
- A review of the Health and Safety Plans for Orders which have been subject to the Construction (Design and Management) Regulations 2007 and the information for the Health and Safety File to be part of regular progress meetings.

2.35.16. The Client's Policy

- The Client requires the Service Provider to have full regard throughout the performance of the Contract for the safety of all persons who may be affected by the Contract and to keep all sites, depots, plants, vehicles and machinery under control in an orderly and safe state and maintain at no cost to the Client all lights, guards, fencing, warning signs or anything provided in the interests of health, safety and welfare in pursuance of the relevant statutory requirements and where necessary or required by the Contract Administrator or by any competent statutory or other authority for the protection or for the safety and convenience of the public or others.
- The Service Provider is to provide within their tender for all costs incurred in complying with all health, safety and welfare regulations required relating to all employees (including those employed by Sub-Service Providers) employed during the execution of the Contract, or all persons who may be affected by the Contract.
- The Service Provider is to provide the Contract Administrator before the commencement of the Contract with a copy of the Service Provider's Health and Safety Policy, together with codes of practice, operational guidelines, provisions and procedures (including those in connection with materials which may be deleterious) relating to all activities undertaken in connection with the Contract and provide such other information and documents which will require the compliance of the Client or their representative when visiting the site. The Service Provider's policy codes of practice etc., will be expected to be in similar form to the Client's, copies of which are set out in Part 4 of this Volume.
- The Service Provider is to provide the Contract Administrator with copies of all method statements without which work will not be allowed to commence.
- The Service Provider is to maintain at a local office or other locations agreed by the Contract Administrator, copies of all legislation, codes of practice, guidance notes, rules, regulations, registers, working practices and safety policy relevant to the type of work undertaken, allow employees to use and refer to them and to allow Contract Administrator to inspect them at regular intervals.

- The Service Provider is to nominate a person to be responsible for Health and Safety matters and notify the Contract Administrator of the name of that nominated person, together with details of recognised professional health and safety qualifications e.g., Member of the Institution of Occupational Safety and Health, Member of the International Institution of Risk and Safety Management or equivalent.
- The Contract Administrator shall be empowered by written notice to suspend the progress of the Contract or any part in the event of non-compliance by the Service Provider of Health and Safety requirements. The Service Provider shall not resume performance of the Contract until the Contract Administrator gives written notice that the non-compliance has been rectified. The Service Provider shall not be entitled to any additional compensation arising from any suspension of the progress of the Contract arising from such Service Providers non-compliance. The Service Provider shall pay to the Client, the Clients costs and compensation arising from the Service Providers non-compliance.
- The Service Provider is to provide where appropriate, an experienced safety supervisor available on site at all times during the execution of the Contract.
- The Service Provider's health and safety officer/supervisor is to carry out regular safety checks of Service Provider's operations during the Contract period.
- The Service Provider is to provide the Contract Administrator with a copy of the Service Provider's health and safety officer's/ supervisor's report within one week of each check, or at such time as the Contract Administrator may agree, together with comments on the action and timescale proposed for dealing with faults listed.
- In the event of any accident to employees or public on the site, the Service Provider shall immediately inform the Contract Administrator and shall supply the Contract Administrator with copies of reports, including F25081986/REV forms, in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013, within 7 days of the incident.
- The Service Provider is to inform the Contract Administrator on becoming aware of any prosecution or pending or likely prosecutions of the Service Provider for any offence relating to the health and safety of their employees, third parties, or members of the public and any improvement or enforcement notices served on them by the HSE or other relevant parties, including health, safety and welfare, and provide the Contract Administrator with such further information and documents as they may require.
- The Service Provider is to take such steps as are necessary to ensure that operatives engaged upon the Contract, and those of Sub-Service Providers so engaged are competent to carry out their respective tasks with due regard to the Service Provider's obligations under any applicable legislation that may be in force from time to time and as subsequently amended and other instruments, guidance and regulations and in the interests of the health and safety of other persons engaged in, and all persons who may be affected by the activities.
- In pursuance of its duties under the Health and Safety at Work Act, an authorised member of the Client's safety management unit may make discretionary visits to the site in Order to monitor Service Provider's health and safety and welfare performance.

These inspections will not relieve the Service Provider of their responsibility for undertaking their own regular inspections.

2.35.17. Do Not Visit Alone Policy

- The Service Provider shall note that a 'Do Not Visit Alone' policy is operated by the Client for certain premises, where it is known to the Client to apply. In such situations, the Service Provider will be given advance notice by the Client that their operatives shall not attend those premises alone but are to be accompanied.
- Provided that the works ordered would normally be considered to be a single-handed job, the Service Provider when invoicing for such work may request payment for a daywork labourer, as a 'second man'. The decision as to whether the additional payment actually applies shall rest with the Contract Administrator whose decision shall be absolute and final.

2.36. SCAFFOLDING, TRESTLE, HOARDINGS, BARRIERS, LADDERS ETC.

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

2.36.2. Scaffolding For Structures Not Exceeding Two Storey

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

The cost of the above shall be deemed to have been included with the Service Providers tender.

2.36.3. Scaffolding for Structures Exceeding Two Storey

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

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

The cost of the above shall be deemed to have been included with the Service Providers tender.

2.36.4. ACCESS FOR WORKS ABOVE FOUR STOREYS TO MULTI-STOREY STRUCTURE

- Access provisions for works above four storeys to multi-storey structures shall, subject to the requirements to use the most cost-effective means and also giving of due and adequate regard to all health and safety provisions, be at the Clients discretion.
- Where the Client proposes access by means of an approved system of electrically power winch operated suspended working platforms, such equipment shall comply with the recommendations of BS 5974:1982 "Code of Practice for temporarily installed suspended scaffolds and access equipment". Such equipment shall be installed and erected to give proper safe access to all surfaces of the structure to be accessed, including balconies. On no account shall rope operated cradles or boats be used in connection with any works above four storeys and/or to buildings exceeding four storeys high.

2.36.5. Mobile Elevating Working Platforms

- Notwithstanding the requirements for the Service Provider to provide scaffolding, the Service Provider may undertake any works where appropriate utilising mobile elevating working platforms subject to obtaining prior written approval of the Contract Administrator.
- With the exception of works above two storeys, any additional cost incurred by the Service Provider arising from or connected with the use of mobile elevating platforms shall be deemed to have been included within the Service Providers tender.

2.36.6. Scaffolding Generally

- The Service Provider shall be required to place their Subcontract for scaffolding only with a scaffolding form approved by the Client.
- All scaffolding shall be erected in accordance with the requirements of the Safe Working Policy, and to comply with the recommendations of BS 5973:1981 "Code of Practice for access and working scaffolding".
- Where scaffolding above second storey eaves level is required for the works, the Service Provider will be required to submit an engineer's design to the Contract Administrator before the commencement of the works and when the scaffolding etc. has been erected, supply the Contract Administrator with a certificate from a member

of the institute of structural engineers indicating that the works are in good condition and comply in all respects with all relevant Codes of Practice. Any subsequent alterations to the scaffolding etc. shall additionally be certified.

- The Service Provider shall allow for full access to buildings and thoroughfares to be maintained at all times. The Service Provider shall obtain all necessary licences for scaffolding erected over public footpaths etc and provide all necessary lighting. All roads and footpaths are to be maintained in use. The Service Provider is to allow for all necessary safety barriers, markers and signs for pedestrians and vehicles.
- All ladders shall be removed from scaffolding or rendered inaccessible at the end of each working day and at every weekend or Bank Holiday and when removed shall be securely locked in the Service Providers store. All other necessary security actions deemed necessary by the Service Provider should also be taken such that all other plant and scaffolding works, both complete and incomplete, are left in a safe and secure manner.
- In addition, the Service Provider is to provide a protective safety fence at the base of any scaffolding to prevent illegal use.
- Scaffolding may be required to be dismantled and subsequently re-erected if work is to be stopped for more than three days for any reason (i.e., over Christmas or Easter periods) and the Service Provider is to allow for all costs in connection with this instruction.
- Signs are to be attached if the scaffolding is to be erected for a period exceeding 2 weeks. This sign is to be size 300 x 1200 and state "Working with Raven Housing Trust". The Service Provider is to allow for all costs in connection with this instruction.
- Where scaffolding and temporary roofs require protection from lightning strike (in accordance with the recommendations on BS 7671 and BS Code of Practice 6651; 1985 "Protection of Structures against Lightning" special reference to clauses 26.2 and 31) they shall be certified by a qualified electrical engineer at commencement, with regular testing and certification at not less than monthly intervals and additionally when alteration to scaffolding are carried out. The certificates are to be supplied to the Contract Administrator.
- The Service Provider 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 Contract Administrator in this respect.
- The making good of any damage caused to the building, however caused, will be the Service Providers responsibility.
- Permanent anchorages (e.g., "D" shackles) which may already be provided on the building have not been tested and are not to be used.
- Any internal lifts may be used by arrangement with the Contract Administrator for the conveyance of equipment. On no account are any components to be thrown or dropped from the building.

- The Service Providers attention is drawn to statutory restrictions (Highways Act 1980, Section 131, 171, 172 and 178) relating to erection of a hoarding or scaffolding on a pavement or highway.
- Should the Service Provider wish to erect scaffolding or hoarding over or upon the public footway, he must apply to the local authority for permission to do so. If permission is granted, the Service Provider 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.
- The Service Provider shall afford free use of any standing scaffold to all authorised employees of the Client or employees of any other Service Provider employed by the Client for the purpose of carrying out inspections and associated works.
- The Service Provider shall ensure that at all times all structures remain in a stable and safe state, free from movement.
- The Service Provider shall comply with the provisions of the Work at Heights Regulations 2005 in providing access to carry out work and the cost of compliance, except where such access is specifically reimbursed to the Service Provider in accordance with these clauses.

2.37. WATCHING, LIGHTING NOTICES AND FEES

- 2.37.1. The Service Provider shall provide all watching and lighting, give all requisite notices to local and other authorities, obtain all licences and pay all fees legally demandable in connection with same.

2.38. EXISTING SERVICES

- 2.38.1. The Service Provider shall be responsible for locating and protecting all services (drainage, gas, water, electricity, telephone, TV aerials, Satellite Dishes etc.,) above and below ground, or within the structure of the property during the course of the works.
- 2.38.2. Any existing drainage system, gas, telephone, TV aerial, satellite dishes, electric and water services to the premises and any adjoining premises shall be fully maintained during the progress of the works and the Service Provider shall take all necessary steps to prevent any interruption.
- 2.38.3. No diversion of any of the existing services, etc., other than as indicated on the Orders shall be carried out without the written agreement of the Contract Administrator. Any temporary disconnection of the services, etc., which may be necessary in connection with the works shall be done at such times as may be directed by the Contract Administrator. The Service Provider shall be responsible for maintaining close liaison with the Client and the public utility authorities so as to avoid any disruption of existing services. Any costs that may arise due to damage/disruption of public utility services and/or equipment are to be at the Service Provider's expense.

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

2.39. LIGHTING AND POWER

- 2.39.1. The Service Provider shall provide all artificial lighting and power for use on the works, pay for all temporary connections, leads, fittings, etc., and clear away and make good on completion.
- 2.39.2. All temporary electrical work shall comply with the Home Office Regulations, British Standard 7671 (with particular reference to the sections dealing with temporary electrical installations and installations on construction sites) the relevant Codes of Practice and the requirements of the appropriate electricity supplier.
- 2.39.3. In the event of the Service Provider taking a supply of electricity in occupied premises, he is to arrange with the Customer for permission to use this supply and pay all charges for consumption of electricity direct to the Customer.
- 2.39.4. In the event of the Service Provider taking a supply of electricity from public or communal areas, he is to arrange with the Contract Administrator for permission to use this supply and make good on completion.

2.40.0. SERVICE PROVIDERS PERSONNEL

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

2.40.2. Training

- 2.40.2.1. It is expected of the Service Provider that their labour force will have received formal trade training and have experience of undertaking maintenance/small works of a similar nature to that contained in this Contract. The Service Provider shall wherever possible only engage operatives for the works who hold a nationally recognised or accredited construction/trades qualification and/or are registered under the Construction Skills Certification Scheme.
- 2.40.2.2. The Service Provider shall be required to have a training policy. All engineers must have suitable accreditation in accordance with the Accredited Certification Scheme (A.C.S) Certification, to include all relevant modules for this type of work. No engineer shall be allowed to work on the Contract without proof of all training, to be provided prior to the commencement of the Contract.
- 2.40.2.3. If they have not already done so the successful Service Provider will as part of the Contract conditions, successfully complete within the first six months the Construction Industry Training Board (CITB) Combination Boiler Course. It should be noted that following this expiration period only those operatives who have successfully completed the assessment will be allowed to work on the Clients combination boiler appliances of the Client where these exist.

- 2.40.2.4. All operatives of the Service Provider must undergo Asbestos awareness training on an annual basis in accordance with The Control of Asbestos Regulations 2006.
- 2.40.2.5. The Service Provider must also demonstrate that they have procedures/facilities in place for regular training updates for engineers on all types of gas appliances.
- 2.40.3. The playing of radios, cassette players and the like is not permitted on the sites. This is to apply to all the Service Provider's servants, agents, employees and sub-Service Providers.
- 2.40.4. The Client is determined that its Tenants receive an efficient and courteous service throughout the contract period. The Service Provider will ensure that all staff in contact with Tenants and Client's staff behave in a polite helpful and courteous manner at all times.
- 2.40.5. All of the Service Provider's staff in contact with the tenants should also be neat and tidy in appearance and wear identity badges prominently displayed and overalls bearing the Company name and logo. Each engineer must be supplied with a vehicle, which must bear the Company name and Logo.
- 2.40.6. In accordance with the no smoking legislation, which came into force on the 1st July 2007, engineers shall NOT SMOKE in work vehicles or at the Premises neither shall they play radio's or any other form of musical/receiving equipment in any property/site and also refrain from commenting on the condition of the system, appliances or site to the tenant.
- 2.40.7. The Service Provider shall require their employees and employees of any Sub-Service Providers engaged upon the works to be properly and presentably dressed in appropriate company uniform at all times . Employees of the Service Provider or of any Sub-Service Providers engaged upon the works should at all times carry formal identification which must be presented to residents, the clients staff and any other appropriate persons for inspection and verification on all occasions of attendance to carry out any works.
- 2.40.8. The Service Provider shall ensure that their employees and employees of any Sub-Service Provider shall perform their duties in an orderly and quiet manner as may be reasonable and practicable having regard to the nature of the duties being performed by them.
- 2.40.9. The need to maintain the highest standards of hygiene and courtesy whilst the Service Provider's employees and any sub-Service Provider's employees are engaged upon the works is paramount and in particular consideration must be given to users and occupiers when working in or near occupied premises. The Service Provider shall observe all of these provisions and also ensure that the said employees do not cause a nuisance and or disturbance to users and occupiers when they are working in or near occupied premises.
- 2.40.10. The Contract Administrator is empowered by this provision to give written notice to the Service Provider requiring them to remove from the works forthwith any employee of the Service Provider or employee of any Sub-Service Provider engaged upon the works, if he is not satisfied in any way with the respective employee's apparel, conduct, manner, or ability. The Service Provider shall on receipt of such notice comply forthwith and remove the employee from the Client's premises and the employee shall not be employed or engaged upon or in connection with the works whilst the Contract remains in force.

- 2.40.11. Where any operative or employee does not have English as their first language, the Service Provider is required to support their learning English to promote good communications with the customers and effective health and safety practices. This requirement is also to be made of specialists engaged by the Service Provider in relation to the specialist workforce.
- 2.40.12. The Client is aware that the quality of service and workmanship is only as good as the individuals who represent the Client and the Service Providers when dealing directly with customers. The Service Provider will therefore ensure that for each of their employees, working or engaged on the Contract, they have:
- A full record of their past experience to demonstrate working history, which will include any previous Contracts where they have worked in customers' homes or provided face to face customer services.
 - A full record of the competency and skills of the employee, ensuring the capability and suitability for undertaking the tasks which they are issued.
 - Appropriate qualifications which fully comply with the appropriate governing, statutory or regulatory body.
 - Basic customer care training (including any specific training in the Clients standards for customer care).
 - Adequate training in health and safety
 - Respect for people training.
- 2.40.13. The Service Provider will ensure that before any of their employees, or persons engaged by the Service Provider to undertake the works, attend any of the Client's premises to perform any services that:
- The results are obtained of a check of the most extensive available kind made with the Disclosure and Barring Service in respect of each Named Employee. The check for each Named Employee will be appropriate for the type of client group which they will reasonably be expected to engage with as part of the works. At all times any specific vulnerability for the client group must be identified and checks undertaken through the Disclosure and Barring Service which relates to these.:
- 2.40.14. A copy of the results of such checks will be notified to the Client. The Client reserves the right to stop any Named Employee from being used on the contract where they may have reason due to the results of the Disclosure and Barring Service check.
- 2.40.15. The Service Provider shall ensure that no person who discloses any convictions, or who is found to have any convictions following the results of a Disclosure and Barring Service check, is employed or engaged by the Service Provider or on the Service Provider's behalf without the Client's prior written consent (such consent will not be unreasonably withheld or delayed).
- 2.40.16. The Service Provider shall procure that the Client is kept advised at all times of any member of staff who, subsequent to their commencement of employment as a member of staff,

receives a conviction or whose previous convictions become known to the Service Provider (or any employee of a Sub-Service Provider involved in the provision of the services).

2.41. SUB CONTRACTORS

- 2.41.1. The Service Provider shall not sub-contract, or sub-let any part or element of this Contract without prior approval and written authorisation from the Client/Client Representative. Such authorisation shall apply to all aspects of this Contract.
- 2.41.2. Should the Service Provider wish to sublet electrical works to a suitable, recognised and qualified company he must in the first instances write to the Client Representative with a formal request to sub-contract out this aspect of the works, giving full details of his preferred choice of sub-contractor and copies of statutory registration and qualifications.
- 2.41.3. The Client Representative will, following due consideration, write to the Service Provider informing them of their decision.
- 2.41.4. The Service Provider shall not assign any of its rights and obligations under this Contract.
- 2.41.5. The Service Provider shall remain fully responsible for the supervision of any of its sub-contractors and shall indemnify the Client for against any claims costs actions loss caused to the Client caused by the actions of the Service Provider's sub-contractors.

2.42. MEETINGS

- 2.42.1. Meetings will be held as and when required by the Contract Administrator. The Contract Administrator will arrange and chair any meeting he shall deem necessary for the successful running of the Contract. The Service Provider shall attend all such meetings and he is to inform any nominated or other Sub-Service Providers when their presence is required. The Contract Administrator will be responsible for the production and circulation of Minutes of Site Meetings. All costs arising are deemed to be included in the Service Provider's tender.
- 2.42.2. A monthly review will be held with the Service Provider at the end of the first month to review the Service Provider's performance over the previous month in accordance with the Key Performance Indicators. The agenda will cover but not be limited to the following:

Achievement of priority times,
Jobs outstanding beyond priority dates,
First Time fix
Recall rates
Work quality
Cost per job
Invoice queries,
Complaints received from Customers,
Standards of materials and workmanship,
Financial status,
Updated list of operatives
Health and Safety
Customer care
Equality and Diversity

2.42.3. **Key Performance Indicators**

The contractor shall provide data to evidence their performance against the key performance indicators set out below. Detail to be submitted to the contract administrator to the schedule as set out in the “Reporting Frequency” column.

Performance Measure	Target	Reporting Frequency
Scheduled servicing visits completed as set out in the monthly report	100%	Monthly
Provision of servicing certificates to Raven within 7 calendar days of completion	100%	Monthly
Emergency call outs attended within 2 hours	100%	Quarterly
First Time Fix rate of all works	95.00%	Monthly
Up to date asset register including component information provided (initial asset register to be completed within 12 months of contract start dated) to Raven	By 31st March, each year	Annual
Minimal accidents and incidents during contract delivery	Less than or equal to two per annum as reported according to RIDDOR regulations	Quarterly
Customer satisfaction with servicing and maintenance	95%	Monthly
Customer satisfaction with boiler installations	95%	Monthly

2.42.4 An Annual Review meeting will be held with the Service Provider to review the overall performance of the Contract and to discuss items of improvement of the service and its delivery that may be of benefit to the Service Provider, the Client and its Customers/residents. Tables of performance statistics will be produced in advance of the meeting to assist the Client and the Service Provider in formulating potential ideas, policies and improvements.

2.42.4. The Service Provider is advised that there will be occasions when Customers or Customers’ representatives will need to be present and will have a role to play in satisfying maintenance needs.

2.43. **SURVEY / SETTING OUT**

2.43.1. All surveys, inspections etc. deemed necessary to determine the full requirements appertaining to the various scheduled items specified together with all setting out required shall be carried out by the Service Provider. The cost of this item shall be deemed to be included in the Service Provider’s tender.

2.44. **REMOVAL OF DEBRIS AND RUBBISH**

- 2.44.1. It is an essential condition of the Contract that the properties are kept clean and tidy and free from all rubbish. The removal of rubbish and protection of the site is the Service Provider's responsibility and is not an item for which extra payments will be made.
- 2.44.2. The provision of skips for the removal of debris together with tipping charges, landfill tax and any other costs incurred, associated with any works undertaken by the Service Provider for the Client are deemed to be included in the Service Provider's tender.
- 2.44.3. The Service Provider shall at the end of each working day and on completion of the specified works, clear away and remove to authorised tips all dirt, rubbish and superfluous materials etc as they accumulate and keep the interior, exterior and gardens of the sites clean, tidy and in a safe condition at all times. All entrances, exits and paths, together with public footpaths, verges and roadways adjoining the site are to be kept clean and clear at all times. On no account will the burning of rubbish, debris etc be allowed.
- 2.44.4. The Service Provider shall keep all roads, streets 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.
- 2.44.5. The Service Provider shall keep roads, streets and footpaths adjacent to the site of the works free from mud, dirt, rubbish, obstructions, skips, etc., arising at all times and observe any Bye-Laws or regulation imposed by a competent Authority requiring roads or streets to be kept free from mud, dirt, rubbish etc.
- 2.44.6. The Service Provider is to ensure that no ballast, sand, rubbish or cement or the like is discharged into the road gullies.
- 2.44.7. The Service Provider is expressly forbidden to dump any debris or rubbish from any works on any vacant land or cleared sites other than at authorised tips.
- 2.44.8. Should the Service Provider fail to carry out these requirements to the Contract Administrator's satisfaction, and after 24 hours' notice, the Contract Administrator may execute the work, and to set off its value against any sum due or to become due to the Service Provider under this Contract. Should the Service Provider repeat their default the Contract Administrator may reduce the period of notice to less than 24 hours at their sole discretion.
- 2.44.9. The Service Provider shall provide for cleaning, as necessary, of all rooms affected by the works including sweeping and scrubbing floors, cleaning glass with wash-leather both sides, cleaning out gutters, outlets, etc., removing stains and touching up paint work and polished work and leaving clean and tidy to the entire satisfaction of the Contract Administrator on completion.
- 2.44.10. It should be noted that it is the Service Provider's sole responsibility for all costs incurred in complying with these conditions. Should the Service Provider find prior to commencement of the works excessive rubbish, debris etc requiring removal then the Service Provider shall notify the Contract Administrator accordingly and obtain appropriate instructions. The Contract Administrator's decision in this respect shall be absolute and final.

2.44.11. The Service Provider must submit, when requested, a detailed statement on their proposed methods for removal of rubbish etc., from the works and must provide clear evidence of compliance with current legislation concerning the transportation and disposal of waste.

2.44.12. The provisions of these paragraphs shall be applicable to the removal of Special Waste/Hazardous Waste as determined under the European Waste Catalogue (EWC) Special Waste Regulations and EC Regulation No. 2037/2000 of 29th June 2001.

2.44.13. Skips

- The Service Provider's attention is drawn to the regulations (Highways Act 1980, Section 139 and 140) relating to the deposit and use of skips on the highway.
- Should the Service Provider wish to deposit a skip on the highway, he must apply to the relevant local authority for permission. If permission is granted, the Service Provider must ensure that the skip is deposited and used strictly in accordance with the departments conditions with particular attention being paid to positioning and lighting requirements.
- Should the Service Provider wish to deposit a skip on roads, paths, paving, car parking areas, garage forecourts or grassed areas maintained by the Client he must first obtain the approval of the Contract Administrator and ensure that the skip is deposited and used strictly in accordance with the Contract Administrators conditions, with particular attention being paid to positioning and lighting requirements.

2.45. PROTECTION OF GARDENS

2.45.1. The Service Provider shall ensure that no permanent damage is caused to lawns, flower beds, plants, trees and paving during the progress of the works.

2.45.2. Any damage caused shall be rectified at the Service Provider's expense and to the satisfaction of the Contract Administrator.

2.46.0. ILLEGAL PARKING

2.46.1. The Service Provider is not to park, or allow their servants, agents, employees or Sub-Service Providers to illegally park any motor vehicle or motorcycle upon the public and estate footpath, fire paths pre-allocated car parking areas or grassed areas.

2.47.0. ADVERTISING

2.47.1. Advertising in any form in, on or about the Contract is prohibited other than as maybe specifically authorised in writing by the Client.

2.48.0. DOCUMENTS AND VOUCHERS

2.48.1. The Service Provider shall retain for production as required by the Client all accounts, vouchers, certificates and documents relating to the Contract, for a period of six years.

2.49. CODE OF CONDUCT AND ADOPTED POLICIES ON HARASSMENT

- 2.49.1. The Client has a Contractors Code of Conduct, which the Service Provider must comply with at all times. A copy of the Client's Code of Conduct is available on request and the Service Provider's tender is deemed to allow for compliance with the Client's Code of Conduct.
- 2.49.2. The Client wishes to promote good neighbourly relations within the areas in which it is working. The Service Provider must ensure that its employees and their Sub-Service Provider's employees do not cause abuse or harass/discriminate. The Service Provider is required to take prompt and firm action against any employee causing abuse or harassment.
- 2.49.3. Within the Race Relations Act and Sex Discrimination Act and any subsequent amendments to or re-enactment of the same, definitions of "employment" will include both employees in the traditional sense and any casual labour introduced onto the Contract.
- 2.49.4. The Client is concerned to ensure the wellbeing of its employees and Customers and as such wishes to impress that abuse and harassment of any kind will be treated extremely seriously and will under no circumstances be tolerated. Any alleged incident will be thoroughly investigated in accordance with the Client's procedures. Any Service Provider directly or indirectly employed who is found by the Client to be causing abuse or harassment may be removed from the Client's approved list and thus prevented from working for the Client until further notice.

2.50. EQUALITY AND DIVERSITY

- 2.50.1. The Service Provider shall comply with and maintain policies to ensure that both they and their specialists comply with their statutory obligations under the Equality Act 2012, or subsequent amendments and accordingly shall not and shall take all reasonable steps to secure that all employees, or agents of the Service Provider and all specialists do not discriminate against any person because of their sex, sexuality, marital status, colour, race. Nationality (including citizenship) national or ethnic origin or on the grounds of their disability in decisions to recruit, train, promote or discipline employees.
- 2.50.2. In performing the Contract the Service Provider shall comply with the provisions of the Race Relations Act 1976 (as amended) (the **RRA**) as if the Service Provider were a body within the meaning of Schedule 1A of the RRA or any European equivalent which shall be deemed to include without limitation an obligation to have due regard to the need to eliminate unlawful racial discrimination and to promote equality of opportunity and good relations between persons of different racial groups.
- 2.50.3. The Service Provider shall have regard to the guidance issued by the Commission of Racial Equality in respect of Race Equality and Procurement in Maintenance.
- 2.50.4. The Client implements a comprehensive Diversity and Equality Policy, and a copy of the policy is available to the Service Provider free of charge, upon request.
- 2.50.5. The Service Provider must provide, upon request, a copy of their diversity and equality policy and if required be able to demonstrate compliance.

2.51. C.O.S.H.H. REGULATIONS

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

2.51.2. The disposal of such items is deemed to be included within the Service Provider's tender.

2.52. NOISE CONTROL

2.52.1. The attention of the Service Provider is drawn to the Noise at Work Regulations 1989, with reference to the control of noise in relation to any demolition, construction or other works and the need , particularly where such works are adjacent to occupied property where a high sensitivity to noise may be anticipated, to ascertain from the local authority what requirements or restrictions, if any, shall apply to the works in this respect The restrictions may relate to the type of plant used, the methods of working to be adopted, the hours of working permissible and may in addition impose a maximum noise level at the site boundary which must not be exceeded. The Service Provider shall be responsible for making applications for consents if appropriate and shall be held responsible for complying with such requirements, restrictions, or other consents together with any other stipulations to which their attention may be drawn from time to time by the competent authorities and is to allow in their tender for any costs or expenses arising from such compliance. No instruction issued to the Service Provider by the Contract Administrator shall relieve the Service Provider from compliance with the Noise at Work Regulations 1989 or any subsequent amendments or re-enactments.

2.53. ENVIRONMENTAL AND SUSTAINABILITY POLICY

2.53.1. The Client implements a comprehensive Environmental Policy in recognition of its responsibility to contribute to improving the quality of the environment through delivery of services / materials. A copy of the Clients environmental policy is available on request.

2.53.2. The Service Provider will in its performance of the Contract use all reasonable endeavours to ensure it uses working methods, equipment, materials and consumables which minimise environmental damage and use materials from a sustainable source. In particular, the Service Provider shall ensure that they are familiar with the Clients environmental policy and will fully comply with the stated environmental obligations and will support and assist the Client in achieving the objectives set out in it.

2.53.3. The Service Provider must provide, upon request, a copy of their environmental policy or statement of intent towards environmental issues. These shall be compatible with the Clients environmental objectives and the Service Provider must be able to demonstrate, if required, that they operate in harmony and compliance with the Clients policy.

2.54. AUDIT BY CLIENT

2.54.1. The Client shall be empowered under these provisions to undertake quarterly audits of the Service Provider's procedures in relation to the Contract and to make recommendations as a result of any audits undertaken.

CONTRACT SPECIFICATION

2.55. BACKGROUND TO THE SPECIFICATION

- 2.55.1. This Specification is intended to form the basis of a schedule of requirements and description of work for the provision of services relating to the management of Gas Servicing, Maintenance and New Installations for properties in the ownership of the Client.
- 2.55.2. The Client wishes to procure a contract to undertake Servicing, Maintenance and Installation of gas equipment and renewable technologies equipment along within properties under its control, for both domestic and commercial boilers.
- 2.55.3. The Specification applies to provision of services for:
 - 2.55.3.1. The maintenance and annual servicing of gas, solid fuel, renewable energy central heating and hot water systems and installations as applicable, including but not limited to the cleaning and testing of smoke alarms including battery replacement and carbon monoxide detectors where identified, systems controls, valves, radiators, pipework and water storage tanks associated with the Central Heating systems, including testing for and the addition of a proprietary inhibitor where required and any other gas appliances owned by the Client within the Contract Area, also the servicing and inspection of Tenant owned gas fires and the inspection only of Tenant owned gas cookers.
 - 2.55.3.2. The provision of a comprehensive 24 hour day, 365 days a year (366 in a leap year) all round fully inclusive breakdown service including the supply, replacement and fixing of all appliance component parts, and to include but not be limited to the replacement of radiators, valves, hot water storage cylinders, system tanks, clocks, programmers, and smoke alarm/heat detector batteries where applicable, also where identified and required the provision of a full system power flush using a proprietary and approved cleansing agent, and upon completion dose the system with a proprietary and approved inhibitor / protection agent as in accordance with manufacturer's recommendations and in accordance with all the applicable rate schedules within this Contract, also provision of alternative forms of temporary heating, and hot water (where an emersion element is in situ).
 - 2.55.3.3. The provision of a service to carry out all Works associated with new installations for either part of full systems.

2.56. GENERAL

- 2.56.1. When visiting any site within the Contract Area to undertake a routine service the Service Provider must ensure the Clients installation complies with "The Gas Safety (Installation and Use) Regulations 1998" and any subsequent revisions to this effect. Gas appliances including flues must be checked for safety and a pressure soundness test must be carried out to the carcass of the site, with any fault or non-compliance reported back for immediate attention.

The maintenance service works shall be carried out to the various individual elements of the heating and hot water installations, including any Raven Housing Trust owned cookers.

- 2.56.2. When visiting any site within the Contract Area to undertake a routine service to solid fuel system the Service Provider must ensure the Clients installation complies with current

regulations and any subsequent revisions to this effect. All parts of the system must be checked for safety and all faults or non-compliance reported back for immediate attention.

- 2.56.3. When visiting any site within the Contract Area to undertake a routine service renewable energy system the Service Provider must ensure the Client's installation complies with current regulations and any subsequent revisions to this effect. All parts of the system must be checked for safety and all faults or non-compliance reported back for immediate attention.
- 2.56.4. For tenant/occupier owned cookers a visual/inspection is to be carried out, this to include lighting of all burners, testing of all safety devices and check that installation meets required standards.
- 2.56.5. The Service Provider should note that the particular service procedure scheduled in respect of each individual element of the systems shall be considered as a minimum requirement and the Service Provider shall be fully responsible for any other servicing requirements that may be necessary in respect of gas-fired appliances and their related systems to ensure that each installation is in good working order and working efficiently and economically, including the visual inspection/examination of all flues and catchment areas enabling the tenant to make full use of the system at any time.

The Service Provider shall be deemed to have allowed in the Tender for all service works that may be necessary including carrying out all other maintenance items in accordance with the manufacturer's instructions.

- 2.56.6. The service to each individual gas system and any replacement parts incorporated within the service shall fully comply with the current recommendations and instructions of the systems manufacturers, standards of safety, current by-laws, the requirements and regulations of the Gas, Electricity and Water Authorities and Gas Safe, current British Standards and Codes of Practice (or European International Standards where applicable), the guide to Good Practice issued by the Institute of Heating and Ventilating Service Provider's Council, the latest edition of the IEE current prevailing standards.
- 2.56.7. The service to each individual solid fuel system and any replacement parts incorporated within the service shall fully comply with the current recommendations and instructions of the systems manufacturers, standards of safety, current byelaws, the requirements and regulations set out in Solid fuel regulations 2022.
Electricity and Water Authorities, current British Standards and Codes of Practice (or European International Standards where applicable), the guide to Good Practice issued by the Institute of Heating and Ventilating Service Provider's Council, the latest edition of the IEE current prevailing standards.
- 2.56.8. The service to each individual renewable fuel system and any replacement parts incorporated within the service shall fully comply with the current recommendations and instructions of the systems manufacturers, standards of safety, current by-laws, the requirements and regulations of the Gas, Electricity and Water Authorities, current British Standards and Codes of Practice (or European International Standards where applicable), the guide to Good Practice issued by the Institute of Heating and Ventilating Service Provider's Council, the latest edition of the IEE current prevailing standards.

2.56.9. Replacement parts shall be the particular system manufacturer's approved replacement parts and are to be new.

2.56.10. The Service Provider shall take all practicable steps and include for all consequential costs within the Tender, "necessary to comply with all current statutory requirements and including but not limited to".

- The Gas Safety (Installation and Use) Regulations 1998;
- Gas Safe Essential Gas Safety and Gas Installer Manuals,
- Management of Health and Safety at Work Regulations 1992;
- The Health and Safety (Young Persons) Regulations 1997;
- Electricity at Work Regulations 1989;
- The IEE Regulations (latest Edition and amendments);
- The Health and Safety (Safety Signs and Signals) Regulations 1996;
- Personal Protective Equipment at Work Regulations 1992;
- Provision and Use of Works Equipment Regulations 1992;
- Manual Handling Operations Regulations 1992;
- Workplace (Health, Safety and Welfare) Regulations 1992;
- Display Screen Equipment Regulations 1992;
- The Construction (Design and Management) Regulations 2007;
- The Control of Substances Hazardous to Health Regulations 1994 (COSHH);
- The Construction (Health, Safety and Welfare) Regulations 1996;
- The Controlled Waste (Registration of Carriers and Seizure of Vehicles) Regulations 1990;
- Control of Pollution (Amendment) Act 1989;
- The Construction (Head Protection) Regulations 1989;
- Asbestos Regulations 2006;
- Any other Acts and Regulations that apply, including future revisions and amendments.

2.57. SCHEDULING OF WORKS

2.57.5. A full postal address, brief description of site and initial indication of works for each site is included in Appendix 1,2 and 3.

2.57.1. The following works will be scheduled on a property specific basis:

Each year of the Contract, the Service Provider will schedule the following services.:

- Annual service visit to comply with the requirements of Landlords Gas Safety Certificate.
- A full inspection and report on the condition of the system inclusive of any recommended improvement works which need to be planned in.

2.58. SERVICING AND WORKS REQUIREMENTS

2.58.1. At each service visit an inspection with accordance with the following check list will be undertaken, where installations do not conform a note detailing the specific items of non-conformity should be included in the engineer's report.

- Checking operation of installation and or appliance and discussing performance with the tenant.
- Gas tightness tests at the commencement and on completion.
- Are earth continuity and electrical cross bonding present.
- Inspection of flues within dwellings, roof spaces and communal areas to ensure the effectiveness of the flue and that:
 - they fully comply with current regulations and conform to BS 5440: Part 1
 - they are not obstructed.
 - there is no spillage.
 - there is an adequate supply of combustion/compartment-free air (where applicable)
 - joints are properly made, and correctly positioned with sockets upwards.
 - there is adequate clearance between all parts of the flue and any combustible material especially within the roof space.
 - the ridge tile adapter is in good condition.

Note: Gaining access to roof space and communal areas to ensure that the flues in their entirety conform to BS 5440: Part 1 shall be the responsibility of the Service Provider if, for whatever reason, access cannot be achieved the Service Provider should immediately request the assistance of the Client/Client Representative

- Smoke testing flue.
- Checking the appliance for spillage and overheating in accordance with the appliance manufacturer's instructions. Where no such instructions exist, the appliance shall be checked for spillage in accordance with BS 5440: Part 1.
- Where any room of the premises is fitted with a fan (e.g., an extra fan, or a fan incorporated within the appliance), operation of the fan(s) shall not adversely affect the performance of the flue when the flue is tested in accordance with BS 5440: Part 1.
- Checking the appliance's heat input and operating pressure to ensure safe functioning and operation.
- Inspection of ventilation provision to ensure that it complies with the current regulations and conform to BS 5440: Part 2
- Checking external flue termination for damage and obstruction in accordance with BS 5440: Part 1.

- Ensuring that all appliances have been installed in accordance with the manufacturer's instructions and that they are securely fixed.
- Ensuring correct pressure at outlet of gas meter and appliance.
- Turning off gas supply at meter, isolating electric supply and testing for electric isolation using an approved tester and where necessary, turning off the water supply.
- Inspection and testing of all wiring connections.
- Inspection of all appliance controls to ensure correct operation.
- Inspection of any integral ignition devices to ensure correct operation.
- Inspection of heating body.
- Removal and reinstatement of casings and other parts of the appliance including the provision of new seals and gaskets as necessary.
- Inspection of main fuse rating and replacing where necessary.
- Ensuring the correct operation of all gas taps and valves including overhauling, cleaning and greasing where necessary.
- Inspection of the entire installation for leaks.
- Turning off all appliances, re-igniting on completion and ensuring correct operation including correct sequence of ignition, correct flame picture and correct operation of any flame failure device.
- Cleaning the work area on completion.
- The renewal of the tape or other sealing materials when a closure plate is removed for servicing or inspection.
- In the eventuality that a gas point should be found next to an unused flue the gas point will be disconnected and capped off in a safe manner if possible, below the existing flooring.

Should the above not be possible i.e., concrete floor then the Service Provider will apply a label to the existing flue in a permanent position stating the following:

Warning: This flue has not been tested for safety with regard to the Gas Safety (Installation and Use) Regulations 1998.

- Check and clean any installed Carbon Monoxide detector and if battery operated replace same with new battery all as per manufacturer's instructions.
- Check and clean any installed Heat or smoke detector or Co detector and if battery operated replace same with new battery all as per manufacturer's instructions.

- Completion of Landlords Gas Safety Record in an approved format
- 2.58.2. In accordance with the Gas Safety (Installation and Use) Regulations 1998 if, in the opinion of the Service Provider, an appliance is unsafe or if there is an escape of gas (the Service Provider shall be required to take immediate and appropriate action (e.g., disconnect cap off, attach gas Warning Label etc). The Service Provider shall then be required to complete in triplicate, sign and obtain the tenant's signature on a Warning Notice, see appendices one copy of which shall be left with the tenant and further copies forwarded to the Client/Client Representative. If an appliance is disconnected or capped off, the Service Provider shall also be required to verbally inform the Client/Client Representative within one hour.
- 2.58.3. Masonry chimneys and flue systems to all appliances that discharge their products of combustion to the external air must have flues in accordance with the requirements of BS 5440 Part 1. All appliances shall only be connected to type(s) of flue system as specified within the appliance manufacturer's instructions and must be clean and clear of any obstructions or restrictions. If the Service Provider is in any doubt with regard to the above the Service Provider shall follow the unsafe appliance procedure detailed elsewhere. If instructed by the Client/Client Representative the Service Provider shall be required to arrange a flue camera survey by a specialist Service Provider.
- 2.58.4. The chimney flue shall be swept prior to installation of appliance if previously used for solid fuel or oil, and the relevant certificate provided. All chimney sweeping shall be carried out by a current registered member of Gas Safe, the Oil Firing Technical Council for the Petroleum Industry (OFTEC) and the Heating Equipment Testing Appliances Scheme (HETAS) and the National Council of Chimney Sweeps. All completed work shall be accompanied by a Certificate of Chimney Sweeping (see appendices).
- 2.58.5. The Service Provider is to note that as per the updated Gas Safety (Installation and Use) Regulations 1998 section 36(2) B Duties of Clients "Any flue which serves any relevant gas fitting" must be maintained in a safe condition. Therefore, each Service/Safety check will incorporate the following:
- Where the existing flue allows for a smoke test to be carried out this should be undertaken as per BS 5440 part 1 and duly noted on the Landlord Gas Safety Record.
 - Where the existing flue does not allow for access to carry out a smoke test as in accordance with BS 5440 part 1, then a Warning Notice should be affixed to the flue or in a prominent area and worded as follows:

"This flue has not been checked for safety as per Gas Safety Regulation 1998 it must be checked before any gas appliance is fitted along with sweeping".
- 2.58.6. The following works procedures cover a range of appliances, it does not indicate that the Clients housing stock comprises of all those listed.
- 2.58.6.1. Gas-Fired Boilers (including Combination and Condensing Boilers)

- Check operation of installation and/or appliance and discuss performance with the tenant.
- Remove casing, burner, flame sensor and pilot assembly.
- Clean boiler, combustion chamber and flueways.
- Clean burners, injector and renew filter where necessary.
- Clean pilot, pilot injector and renew filter where necessary.
- Clean deposits from sensory head of flame failure device.
- Check gas pressure on pilot light and main burners and adjust as necessary.
- Replace boiler flueway covers and renew gaskets or use approved sealant as necessary.
- Light pilot and check position of flame in relation to burner and flame sensing unit and adjust if necessary. Gas test pilot supply with an approved leak detection fluid.
- Light main burner using correct ignition sequence and ensure quiet ignition, correct flame picture and correct operation of ancillary controls.
- Smoke test flue.
- Check ventilation is adequate, and clear and in correct location.
- Ensure no other appliances are using the same flue.
- Simulate gas failure to ensure correct operation of flame failure device.
- Ensure correct operation of all appliance controls.
- Carry out flue performance test and record results
- Check correct size and configuration of open vent and cold feed.
- Check complete system for leaks.
- Check all electrical controls including valves, thermostats, programmers and pumps for operation and efficiency.
- Check all controls on water supply for leaks including radiator valves, gate valves and stopcocks.
- Test for gas soundness and record any pressure loss during test period.
- Overhaul ball valve in expansion tank and check water level.
- Check all radiators for secure fixing.

- Check external terminals for damage and obstruction.
- Close service cocks and release pressure from the appliance (combination boilers). Remove protective cap and check internal pressure of expansion vessel. Re-pressurise the expansion vessel as necessary using an air pump. Open service cocks and re-pressurise system as necessary. Check that the internal pressure of the expansion vessel complies with the manufacturer's recommendations.
- Check condition of scale reducer and replace if required.
- Check all gaskets and seals.
- Conventional flued appliances shall be checked for spillage and overheating in accordance with the appliance manufacturer's instructions. Where no such instructions exist, the appliance shall be checked for spillage in accordance with BS 5440: Part 1.

Where any room of the premises is fitted with a fan (e.g., an extract fan, or a fan incorporated within an appliance), operation of the fan(s) shall not adversely affect the performance of the flue when the flue is tested in accordance with BS 5440: Part 1.

- Complete Gas Safety Inspection report form and issue to the Client Representative for auditing on behalf of the Client. Check compliance of electrical bonding.

2.58.6.3. Gas Fires

- Check operation of installation and/or appliance and discuss performance with the tenant.
- Disconnect and remove casing, fire and closure plate.
- Remove radiant and clean. Replace damage radiant with those of the same type.
- Ensure heat exchange is free from obstruction.
- Remove burner and clean. Clean filter/silencer and igniter contacts.
- Remove filament as necessary.
- Clean flue spigot and ensure restrictor is correctly positioned.
- Check back of appliance.
- Remove closure plate and clean firebricks and sides, catchment area, flue and lower section of chimney. Check for chimney dampers or restrictor plates fitted.
- Smoke test chimney flue for spillage and where possible any areas/floors the flue passes through including a visual inspection of the external termination. Check other rooms for any vents or openings into the flue.

- Check ventilation is adequate, clear and in correct location.
- Refit closure plate and ensure an airtight seal.
- Check wiring connection for security and signs of deterioration in wiring condition.
- Light pilot and check position of flame in relation to burner and flame sensing unit and adjust if necessary. Gas test pilot supply with an approved leak detection fluid.
- Light main burner using correct ignition sequence and ensure quiet ignition, correct flame picture and correct operation of ancillary controls.
- Test for gas soundness and record any pressure loss during test period.
- Simulate gas failure to ensure correct operation of flame failure device and/or oxygen depletion safety device.
- Check operation of thermostat.
- Ensure correct operation of all appliance controls.
- Ensure that governor is set to correct working pressure, lubricate as necessary and ensure that breathing hole is unobstructed.
- The appliance shall be checked for spillage and overheating in accordance with the appliance manufacturer's instructions. Where no such instructions exist, the appliance shall be checked for spillage in accordance with BS 5440: Part 1.
- Where any room of the premises is fitted with a fan (e.g., an extract fan, or a fan incorporated within an appliance), operation of the fan(s) shall not adversely affect the performance of the flue when the flue is tested in accordance with BS 5440: Part 1.
- Complete Gas Safety Inspection report form and issue to the Client Representative for auditing on behalf of the Client. Check compliance of electrical bonding.

2.58.6.4. Gas-Fired Back Boilers

- Check operation of installation and/or appliance and discuss performance with the tenant.
- Remove casing and heat exchange of fire.
- Remove Boiler flueway, covers and gaskets, clean boiler flueway and subsequently reinstate including providing new gaskets where necessary.
- Inspect back boiler enclosure and ensure all openings are sealed.
- Inspect condition of exposed gas pipe in back boiler enclosure and protect with PVC tape where necessary.
- Check ventilation is adequate, clear and in correct location.

- Light main burner using correct ignition sequence and ensure quiet ignition, correct cross lighting, flame picture and correct operation of ancillary controls. Gas test pilot supply with an approved leak detection fluid.
- Test for gas soundness and record any pressure loss during test period.
- Smoke test and ensure correct operation of flue and inspect external termination.
- Simulate gas failure to ensure correct operation of flame failure device.
- Ensure correct operation of ignition return springs.
- Ensure correct operation of all appliance controls.
- Check complete system for leaks.
- Check all electrical controls including valves, thermostats, programmers and pumps for operation and efficiency.
- Check all controls on water supply for leaks including radiator valves, gate valves and stopcocks.
- Overhaul ball valve in expansion tank and check water level.
- Check all radiators for secure fixing.
- Remove burner, flame sensor and pilot assembly.
- Check burners, injectors, flame parts and jets and adjust as necessary.
- Clean pilot, pilot injector and renew filter where necessary. Gas test pilot supply with an approved leak detection fluid.
- Clean deposits from sensory head of flame failure device.
- Check wiring connection for security and signs of deterioration in wiring condition.
- The appliance shall be checked for spillage and overheating in accordance with the appliance manufacturer's instructions. Where no such instruction exists, the appliance shall be checked for spillage in accordance with BS 5440: Part 1.

Where any room of the premises is fitted with a fan (e.g., an extract fan, or a fan incorporated with an appliance), operation of the fan(s) shall not adversely affect the performance of the flue when the flue is tested in accordance with BS 5440: Part 1.

- Carry out all maintenance Services works as detailed for gas fires.
- Complete Gas Safety Inspection report form and issue to the Client Representative for auditing on behalf of the Client. Check compliance of electrical bonding.

2.58.6.5. Warm Air Units

- Check operation of installation and/or appliance and discuss performance with the tenant.
- Remove and clean air filter.
- Remove fan or fan and motor unit.
- Clean fan, remove dust from blades and check for distortion, loose balancing weights or damage.
- Clean the outside of the motor, lubricate as necessary and check for wear on the bearings.
- Check anti-vibration pads on mountings.
- Check cleanliness, alignment and tension of drive belts.
- Remove and clean burner assembly.
- Clean pilot burner and check operation of probes and thermocouples.
- Examine heat exchanger for corrosion or damage as a result of thermal fatigue.
- Clean combustion chamber, flue and ducts as far as possible.
- Test ignition device and adjust gap or orientation as necessary.
- Light pilot and check position of flame in relation to burner and flame sensing unit and adjust if necessary. Gas test pilot supply with an approved leak detection fluid.
- Light main burner using correct ignition sequence and ensure quiet ignition, correct flame picture and correct operation of ancillary controls.
- Check test flue with a smoke test and inspect all flue joints and the condition of the ridge tile adapter and external termination. Check correct materials have been used in the construction of the flue (i.e., no exposed flue liner) and check pre-cast flues and adjoining blocks are not bridged or damaged.
- Simulate gas failure to ensure correct operation of flame failure device.
- Ensure correct operation of all appliance controls.
- Test for gas soundness and record any pressure loss during test period.
- Examine grill outlets and linkages and lubricate as necessary. Check grill outlets are free and unobstructed. Check return air duct and high and low compartment ventilation. Check return air path from other heated rooms and careful consideration being given to buildings over 2 storeys high, as per manufacturer's instructions.

- Provide written report to the Client/Client Representative on condition of asbestos within heater cupboard.
- The appliance shall be checked for spillage and overheating in accordance with the appliance manufacturer's instructions. Where no such instructions exist, the appliance shall be checked for spillage in accordance with BS 5440: Part 1.

Where any room of the premises is fitted with a fan (e.g., an extract fan, or a fan incorporated within an appliance), operation of the fan(s) shall not adversely affect the performance of the flue when the flue is tested in accordance with BS 5440: Part 1.

- Complete Gas Safety Inspection report form and issue to the Client Representative for auditing on behalf of the Client. Check compliance of electrical bonding.

2.58.6.6. Hot Water Circulators

- Check operation of installation and/or appliance and discuss performance with the tenant.
- Remove flue draught diverter and flue baffle.
- Clean heat exchanger and combustion chamber.
- Check relay valve and clean valve and seating.
- Dismantle solenoid valve, clean and adjust as necessary.
- Clean burner, chamber, flueways and flue pipe.
- Check regulate burner.
- Gas test pilot supply with an approved leak detection fluid.
- Test for gas soundness and record any pressure loss during test period.
- Check test flue with a smoke test and inspect all flue joints and external termination.
- Check ventilation is adequate, clear, in correct location and labelled where necessary.
- Ensure correct operation of all appliance controls.
- The appliance shall be checked for spillage and overheating in accordance with the appliance manufacturer's instructions. Where no such instructions exist, the appliance shall be checked for spillage in accordance with BS 5440: Part 1.

Where any room of the premises is fitted with a fan (e.g., an extract fan, or a fan incorporated within an appliance), operation of the fan(s) shall not adversely affect the performance of the flue when the flue is tested in accordance with BS 5440: Part 1.

- Complete Gas Safety Inspection report form and issue to the Client Representative for auditing on behalf of the Client. Check compliance of electrical bonding.

2.58.6.7. Wall-Mounted Heaters

- Check operation of installation and/or appliance and discuss performance with the tenant.
- Light heater using integral ignition system and check the main burner is quiet with good cross lighting.
- Check the operation of the gas control valve observing flame picture for stability and absence of impingement.
- Check for secure fixing to wall.
- Simulate gas failure to ensure correction operation of flame failure device.
- Test for gas soundness and record any pressure loss during test period.
- Remove burner and pilot assembly, clean and re-fit. Check condition of heat exchanger.
- Check that all seals are intact, in good condition and effectively prevent any products from entering the room.
- Check external termination for damage and obstruction.
- The appliance shall be checked for spillage and overheating in accordance with the appliance manufacturer's instructions. Where no such instructions exist, the appliance shall be checked for spillage in accordance with BS 5440: Part 1.

Where any room of the premises is fitted with a fan (e.g., an extract fan, or a fan incorporated within an appliance), operation of the fan(s) shall not adversely affect the performance of the flue when the flue is tested in accordance with BS 5440: Part 1.

- Check that the balanced flue assembly is secure, unobstructed, clean, correctly sited and that, where necessary, a terminal guard is fitted.
- Check wiring connection for security and signs of deterioration in wiring condition.
- Complete Gas Safety Inspection report form and issue to the Client Representative for auditing on behalf of the Client. Check compliance of electrical bonding.

2.58.6.8. Water Heaters

- Check operation of installation and/or appliance and discuss performance with the tenant.
- Remove heater body and clean flueways thoroughly.
- Remove and clean main burner.

- Clean pilot assembly.
- Examine electrodes and thermocouples.
- Check gas and water filters.
- Renew all jointing washers when re-assembling.
- Test ignition device and adjust as necessary.
- Simulate gas failure to ensure correction operation of flame failure device.
- Gas test pilot supply with an approved leak detection fluid.
- Test for gas soundness and record any pressure loss during test period.
- Check pressure at appliance.
- Ensure correct operation of all appliance controls.
- Check operation of the automatic valve and adjust slow ignition device as necessary.
- Check terminal seals on room-sealed heaters or draught diverter for spillage on open-flue heaters. Check external termination.
- Check cartridge in scale reducer.
- The appliance shall be checked for spillage and overheating in accordance with the appliance manufacturer's instructions. Where no such instructions exist, the appliance shall be checked for spillage in accordance with BS 5440: Part 1.

Where any room of the premises is fitted with a fan (e.g., an extract fan, or a fan incorporated within an appliance), operation of the fan(s) shall not adversely affect the performance of the flue when the flue is tested in accordance with BS 5440: Part 1.

Note: If removing the water section fit temporary earth continuity bonds across water supplies.

- Complete Gas Safety Inspection report form and issue to the Client Representative for auditing on behalf of the Client. Check compliance of electrical bonding.

2.58.6.9. Water Heaters (fan-assisted multi-point)

In addition to the requirements of "Water Heaters" previously detailed, carry out the following:

- Turn off gas and water supply and isolate from electrical supply as previously detailed.
- Check operation of the microswitch and pressure switch.
- Remove flue fan assembly and clean and adjust.

- Complete Gas Safety Inspection report form and issue to the Client Representative for auditing on behalf of the Client. Check compliance of electrical bonding.

2.58.6.10. Gas Cookers (General Service on Raven Housing Trust owned cookers)

- Check operation of cooker and discuss performance with the user.
- Light all burners using automatic ignition devices where fitted and examine flame characteristics. Adjust for correct aeration as necessary.
- Inspect for correct operation of gas taps and thermostat control.
- Inspect taper/pistol and the flexible connection (if fitted).
- Inspect condition of electrical connection.
- Inspection condition of oven door seal and catch.
- Inspect flexible connection, stability bracket and/or anchoring device and "move-o-lock" base or integral wheels where fitted for condition and correct and secure fixing.
- Simulate gas failure and check the correct operation of the flame failure device, where fitted.
- Test for gas soundness and record any pressure loss during test period.
- Check ventilation is adequate, clear, and is in correct location (where necessary) and ensure size and type of room is suitable for appliance.
- Complete Gas Safety Inspection report form and issue to the Client Representative for auditing on behalf of the Client. Check compliance of electrical bonding.
- Turn off gas supply at meter and isolate any electrical supply to appliance.
- Remove any panels and pan supports where necessary.
- Turn off pilot supplies where necessary.
- Remove hot plate and oven burners.
- Ensure injectors on float rail oven and grill clean.
- Clean all burner parts, ports etc.
- Clean and overhaul ignition systems on hot plate, oven and grill.
- Renew pilot filter unless of the sealed type.
- Renew batteries as necessary.

Note: On tenant/occupier owned cookers during the service visit the Service Provider is expected to undertake a visual safety inspection and identify make, model and location noting this on the Landlords Gas Safety Certificate (CP12). Inspection to include the lighting of all burners, safe operation of all safety devices and correct installation of appliance.

2.58.6.11. **Renewable Technologies Equipment**

The client will utilise the Natfed Retrofit specification for all renewables works, please refer to Document B2 - Retrofit v7.2 Volume 1 (d) Specification for a full detail. The Clients requirements in this area is likely to expand throughout the life of the contract. The Contractor is therefore required to support the Client in future planning its servicing, maintenance and installations as required.

At present the Clients require as a minimum the following:

Heat Pump / Ventilation System

- Clean heat exchanger
- Clean all grills.
- Replace filters as necessary.
- Check correct operation of system and safety devices.
- Confirm correct installation.
- Check all pipework to ensure no leaks.
- Check refrigerant / glycol levels and top up as necessary.

Solar Hot Water

- Check collectors for shading, soiling or damage.
- Check all pipework to ensure no leaks.
- Check refrigerant / glycol levels and top up as necessary.
- Check correct operation of system and safety devices.
- Confirm correct installation.
- Check fixings on panels.

2.59. **SERVICING WITHIN COMMERCIAL BOILER HOUSE AND PLANT ROOM SITES AND DOMESTIC PROPERTIES TO WHICH THEY SERVE**

2.59.1. The maintenance and servicing of gas central heating and hot water systems/calorifiers and installations and any other gas appliances and associated equipment including electrical components owned by the Employer within the Employer's site.

2.59.2. The attendance cycle for boiler and plant rooms will comprise of 1 annual service visit and one further interim service/inspection visit at 6 monthly intervals.

Note: During one of the annual interim visits the Contractor shall undertake a full and comprehensive electrical inspection check of the boiler/s and plant controls to include all lighting and submit a report to the Contract Administrator of the results of the inspection with recommendations as necessary.

2.59.3. Properties that are identified as having communal kitchens the Contractor will during appropriate site visits carry out a full safety check on all installed gas appliances.

2.59.4. During the service call the Contractor will visit each domestic property served by the central boiler plant and undertake full inspection and recalibration if required of all central heating and hot water controls and check the operation of each and all thermostatic mixing valves as in accordance with work procedure identified elsewhere in this document.

2.59.5. Where equipment is found that is below 70kW gross input, this is to be serviced in the normal manner and to Manufacturer's Instructions. Any individual gas supplies to dwellings within the schemes must be checked in the normal manner and the appropriate paperwork completed.

2.59.6. The work specified for the annual programmed service and intermediate inspection visits is designed to provide adequate preventative maintenance and to eliminate normal service faults, thereby enabling an appliance and its associated equipment to operate without attention until the next service visit.

2.59.7. Such appliances, systems and flues covered by this agreement will receive a service visit as detailed in the Maintenance Schedule at which time the operative will carry out all works as detailed in the appropriate Works Schedule.

2.59.8. Intermediate Visits

2.59.8.1. The intermediate inspection visit should include but not be limited to the following work disciplines.

- Liaise with warden.
- Check Health and Safety Log.
- Visually check all boilers and associated controls.
- Ease and grease and repair as necessary.

2.59.8.2. During one intermediate visit per year (preferably during the summer period) the Contractor will undertake a full inspection of all electrical works and ancillary electrical equipment relating to the boiler and plant room and submit a condition report, and Electrical Test Certificate.

- 2.59.8.3. Check all types of ventilation to ensure conformity with all relevant regulations associated with the specific type of fuel being used, manufacturer's instructions and requirements, and the particular requirements of Gas Safety (Installation and Use) Regulations 1998 regarding gas appliances.

If the ventilation does not meet the above requirements, inform the Managing Agent/Contract Administrator immediately, and make arrangements to install ventilation as detailed in the "Additional Works Specification" within 24 hours but only after the Managing Agent/Contract Administrator has agreed.

- 2.59.8.4. Carry out a comprehensive safety and visual inspection of all types of flue systems and chimneys irrespective whether or not an appliance is installed, this is to include, smoke testing, inspection of joints, ensuring the flue is fixed securely, is of sound and correct construction, and compliance with all relevant regulations (in particular a notice will be affixed to bricked up flues stating they have not been tested).
- 2.59.8.5. The date of the regular visit will be scheduled in a format to be agreed. Work to be carried out during normal hours, i.e., 08.00 – 18.00, Monday to Friday only or as otherwise directed.
- 2.59.8.6. Where the schedule of maintenance asks for more than one visit per annum a minimum of 3 months must elapse between calls, and works must be scheduled and undertaken in accordance with the schedule of maintenance.
- 2.59.8.7. Attach label to appliance stating date of service, when next service/visit is due, name of engineer and Contractor's telephone number for breakdown and emergency service and leave a satisfaction card that shows clearly the identification of the engineer.
- 2.59.8.8. Complete a system report i.e., Landlord Gas Safety Certificate in an agreed format with the Managing Agent/Contract Administrator. The top copy of which is to be left on site with the Warden.
- 2.59.8.9. The Contractor should note that all Landlord Gas Safety Certificates not correctly completed will be returned for the Contractor to revisit site and amend accordingly with the provision of a new form. A three-page form:
- Copy 1 – Landlord
 - Copy 2 – Resident
 - Copy 3 – Contractor

2.60. MAINTENANCE WORKS PROCEDURES WITHIN COMMERCIAL BOILER HOUSE AND PLANT ROOM SITES AND DOMESTIC PROPERTIES TO WHICH THEY SERVE

- 2.60.1. The maintenance service works shall comprise a full service of Trust owned gas heating and hot water installations including all gas appliances specified herein. Replacement of parts to equipment within confines of plant room are deemed to be included within the tendered price with items outside of the plant room subject to a separate order.

- 2.60.2. For all maintenance service visits the Contractor shall be required to complete Landlord Gas Safety Check form along with gas analysis results. These should be generated and sent via bluetooth technologies wherever possible to avoid human error.
- 2.60.3. The maintenance service works shall be carried out to the various individual elements of the heating and hot water installations and where specifically instructed by the Managing Agent/Contract Administrator, the gas cooker, and any other gas-powered appliances.
- 2.60.4. The Contractor should note that the particular service procedure scheduled in respect of each individual element of the systems shall be considered as a minimum requirement and the Contractor shall be fully responsible for any other servicing requirements that may be necessary in respect of gas-fired appliances and their related systems to ensure that each installation is in good working order and working efficiently and economically, enabling the resident to make full use of the system at any time.
- 2.60.5. The Contractor shall be deemed to have allowed in its Tender for all service works that may be necessary including carrying out all other maintenance items in accordance with the manufacturer's instructions.
- 2.60.6. The service to each individual system and any replacement parts incorporated within the service shall fully comply with the current recommendations and instructions of the systems manufacturers, standards of safety, current bye-laws, the requirements and regulations of the Gas, Electricity and Water Authorities and the Council for Registered Gas Installers (CORGI), current British Standards and Codes of Practice (or European International Standards where applicable), the guide to Good Practice issued by the Institute of Heating and Ventilating Contractor's Association, the latest edition of the IEE current prevailing standards.
- 2.60.7. Replacement parts shall be the particular system manufacturer's approved replacement parts.
- 2.60.8. Each service shall include for the following. Should the installation not conform with the following, a note to that effect should be included in the Report.
- Checking operation of installation and or appliance and discussing performance with the resident.
 - Gas soundness tests at the commencement and on completion.
 - Earth continuity and electrical cross bonding tests.
 - Inspection of flues within dwellings, roof spaces and communal areas to ensure the effectiveness of the flue and that:
 - They fully comply with current regulations and conform to the relevant British Standards.
 - They are not obstructed.
 - There is no spillage.

- There is an adequate supply of combustion/compartment free air (where applicable)
- The joints are properly made and correctly positioned with sockets upwards.
- There is adequate clearance between all parts of the flue and any combustible material especially within the roof space.
- The ridge tile adapter is in good condition.

Note: Gaining access to roof space and communal areas to ensure that the flues in their entirety conform to the relevant British Standards shall be the responsibility of the Contractor. If for whatever reason, access cannot be achieved the Contractor should immediately request the assistance of the Managing Agent/Contract Administrator

- Smoke testing flue.
- Checking the appliance for spillage and overheating in accordance with the appliance manufacturer's instructions. Where no such instructions exist, the appliance shall be checked for spillage in accordance with the relevant British Standards.

Where any room of the premises is fitted with a fan (e.g., an extract fan, or a fan incorporated within the appliance), operation of the fan(s) shall not adversely affect the performance of the flue when the flue is tested in accordance with the relevant British Standards.

- Checking the appliance's heat input and operating pressure to ensure safe functioning and operation.
- Inspection of ventilation provision to ensure that they comply with the current regulations and conform to the relevant British Standards.
- Checking external flue termination for damage and obstruction in accordance with the relevant British Standards.
- Ensuring that all appliances have been installed in accordance with the manufacturer's instructions and that they are securely fixed.
- Ensuring correct pressure at outlet of gas meter and appliance.
- Turning off gas supply at meter, insulating electric supply and testing for electric isolation using an approved tester and where necessary, turning off the water supply.
- Inspection and testing of all wiring connections.
- Inspection of all appliance controls to ensure correct operation.
- Inspection of any integral ignition devices to ensure correct operation.
- Inspection of heating body.

- Removal and reinstatement of casings and other parts of the appliance including the provision of new seals and gaskets as necessary.
- Inspection of main fuse rating and replacing where necessary.
- Ensuring the correct operation of all gas taps and valves including overhauling, cleaning and greasing where necessary.
- Inspection of the entire installation for leaks.
- Turning off all appliances, re-igniting on completion and ensuring correct operation including quiet ignition, correct flame picture and correct operation of any flame failure device.
- Cleaning the work area on completion.
- The renewal of the tape or other sealing materials when a closure plate is removed for servicing or inspection.
- In the eventuality that a gas point should be found next to an unused flue the gas point will be disconnected and capped off in a safe manner below the existing flooring.

Should the above not be possible i.e., concrete floor then the Contractor will apply a label to the existing flue in a permanent position stating the following:

Warning: This flue has not been tested for safety with regard to the Gas Safety (Installation and Use) Regulations 1998.

- 2.60.9. In accordance with the Gas Safety (Installation and Use) Regulations 1998 if, in the opinion of the Contractor, an appliance is unsafe or if there is an escape of gas (the Contractor shall be required to take immediate and appropriate action (e.g., disconnect cap off, attach gas Warning Label etc.) The Contractor shall then be required to complete in triplicate sign and obtain the resident's/warden's signature on a Warning Notice, one copy of which shall be left with the resident/warden and further copies forwarded to the Managing Agent/Contract Administrator. If an appliance is disconnected or capped off, the Contractor shall also be required to **verbally inform** the Managing Agent within one hour.
- 2.60.10. Masonry chimneys and flue systems to all appliances that discharge their products of combustion to the external air must have flues in accordance with the requirements of the relevant British Standards. All appliances shall only be connected to type(s) of flue system as specified within the appliance manufacturer's instructions and must be clean and clear of any obstructions or restrictions. If the Contractor is any doubt with regard to the above the Contractor shall follow the unsafe appliance procedure detailed elsewhere.
- 2.60.11. If instructed by the Managing Agent/Contract Administrator, the Contractor shall be required to arrange a flue camera survey by a specialist Contractor.
- 2.60.12. The chimney flue shall be swept prior to installation of an appliance if previously used for solid fuel or oil, and the relevant certificate provided. All chimney sweeping shall be carried out by a current registered member of, the Council for Registered Gas Installers (CORGI),

the Oil Firing Technical Association for the Petroleum Industry (OFTEC) and the Heating Equipment Testing Appliances Scheme (HETAS) and the National Association of Chimney Sweeps. All completed work shall be accompanied by a Certificate of Chimney Sweeping.

2.60.13. The Contractor is to note that as per the updated Gas Safety (Installation and Use) Regulations 1998 section 36(2) B Duties of Landlords “Any flue which serves any relevant gas fitting” must be maintained in a safe condition.

2.60.14. Therefore, each Service/Safety check will incorporate the following:

- Where the existing flue allows for a smoke test to be carried out this should be undertaken as per the relevant British Standards and duly noted on the Landlord Gas Safety Record.
- Where the existing flue does not allow for access to carry out a smoke test as in accordance with the relevant British Standards, then a Warning Notice should be affixed to the flue or in a prominent area and worded as follows:

This flue has not been checked for safety as in accordance with The Gas Safety (installation and use) Regulations 1998 it must be checked before any gas appliance is fitted together with sweeping of the flue.

2.61. CONSULTATION

2.61.1. The Client is fully committed to ensure that Residents are consulted at all stages in the undertaking of the works to be completed as part of the Works.

2.61.2. To ensure effective consultation with residents, as a minimum the Service Provider is required to attend any present their proposals at Tenant Consultation meetings that may be held outside normal working hours.

2.62. RESIDENT SATISFACTION

2.62.1. The Service Provider is required to ensure that satisfaction surveys and other Tenant Satisfaction documents are provided to Residents are completed and collated following completion of tasks to each property with a monthly report to be forwarded to the Client.

2.62.2. The format of all of the satisfaction survey is to be agreed between the Client, the Client Representative and the Service Provider.

2.63. COMPLAINTS

2.63.1. As a minimum there will be a complaints procedure that covers all services and sets out agreed timescales for dealing with complaints. In the first instance the complaint dealt with verbally or in writing direct to the Service Provider, supervisor or manager and immediately dealt with. Should the complaint not be satisfactorily dealt with the complaint will be dealt with by reference to the Raven Housing Trust complaints procedure.

2.63.2. The Service Provider will be obligated to keep a register of all complaints that will be updated on a monthly basis and passed to the Client at the regular progress meetings.

2.63.3. The procedure detailed above will form the minimum requirements and the Service Provider as part of their proposal will be required to provide procedures that clarify the mechanisms to be adopted.

2.63.4. The Service Provider is further to note the requirements of the Considerate Service Provider Scheme referred to within the Invitation to Tender and in the Technical Specification which must be operated.

2.64. SCOPE OF THE WORK

2.64.1. On all new full central heating installation whether undertaken by the Service Provider or a separate installing contractor, the month following the completion of the installation the Service Provider will have deducted from their remuneration as a one-off payment the sum of the breakdown element for that property for the 12 month warranty period.

2.64.2. The Service Provider will under this Contract be responsible for the annual gas safety inspection and provision of a landlord's gas safety certificate (CP12) that will be carried out prior to the expiration of the 12 month period following the date of the new installation.

2.64.3. A **pre-paid postcard** of a format to be agreed by the Client will be left with each customer by the Service Provider.

2.64.4. This card which will be a Client option is to be left following completion of each visit. **All costs** relating to the provision and distribution of these cards to be borne by the Service Provider.

2.64.5. Attention is drawn to the requirement under ACOP L 8 for the control of Legionella relating to works of an associated nature under this Contract, and where applicable operatives should be suitable qualified for all aspects of this work.

2.64.6. On the first service visit to any property having a loft, the Service Provider is required to undertake an inspection of the loft area and provide the Client with detailed information to include the thickness of the current loft insulation, condition of all in situ pipe lagging, the domestic water tanks, and complete a cold water storage tank Loft and Legionella initial risk assessment form (see appendices). This form which must be in an electronic format is to accompany the first year's electronic Landlords Gas Safety Certificate (CP12). Certificates submitted without the Loft and Legionella risk assessment form will be returned to the Service Provider with instructions to revisit the property and complete the appropriate form. Only upon satisfactory completion and return of both documents will payment be authorised.

2.64.7. It will be the responsibility of the Service Provider to notify the Client Representative, following inspection of domestic water installations, of any parts thereof that do not comply with current requirements of the relevant by-law regulations, (previously by-law 30) to domestic water tanks.

2.64.8. At the time of the service visit the Service Provider will undertake a visual inspection of the external gas meter cupboard and submit a condition report of their findings and request any required additional works of SGN / TRANSCO.

2.64.9. During the service visit the Service Provider will using best endeavours carry out a stock condition survey on the installed gas central heating boiler and report back to the Client providing the following information:

- Year the boiler was installed
- Boiler type and model
- Anticipated remaining life expectancy

2.64.10. Chimneys serving solid fuel and where applicable gas fires with back boiler units will require sweeping once a year preferably before winter by a person who is a member of either the National Association of Chimney sweeps (NACS) or Guild of Master Sweeps for which rates as illustrated elsewhere in this document will apply.

2.64.11. Upon completion of the works which will be organised by the Service Provider, the appropriate certificate will be issued and forwarded to the Client / Contract Administrator for retention.

Where it is identified that the Client has solid fuel boilers these will form part of the Service Providers responsibility under the service and breakdown provisions for which prices have been submitted.

2.64.12. Domestic Properties on Communal Heating

Domestic properties that are served by a central boiler plant and have a gas meter and internal gas supply will be visited annually and an inspection will be carried out of all tenant owned appliance, including the servicing of tenant owned gas fires where into situ, and the provision of a tightness test and issue upon completion the appropriate certificate.

2.64.13. Smoke Alarms

Where identified and with the approval of the tenant replace tenants own battery operated smoke alarms with approved smoke alarms as provided by the Client, test and leave in sound working order.

All in situ smoke alarms (battery or hard wired) that are the responsibility of the Client are to be cleaned and tested and where necessary batteries are to be replaced, test and leave in sound working order.

Hard wired smoke alarms that are found to have malfunctioned are to be reported back to the Client who will if appropriate provide an order to replace in accordance with an agreed schedule of rate price to be found elsewhere in this contract.

2.64.14. Property Water Stopcock

During the annual servicing visit the Service Provider will under this contract locate and test for satisfactory operation the main property water stopcock. If found to be ceased a proprietary lubricant will be applied to ease, if unsuccessful the Service Provider will submit a report to the Client with recommendations accordingly.

2.64.15. Fixing of Cooker Chain / Safety Bracket

If so advised by the Client, when visiting the property to undertake the annual service or attend to a reported breakdown if it is identified that the tenant / occupier has a gas cooker the Service Provider will inspect the installation for safety and if noted that the cooker does not have a cooker chain / safety bracket this provision will be installed at the time of the visit for which an invoice will be submitted as in accordance with the price submission under the schedule of rate item as outlined elsewhere in this Contract.

2.64.16. External Pipework

Where it is necessary to install external pipework to the face of the building this will only be carried out in accordance with Client requirements.

2.64.17. Gas Analyser Test

As part of the servicing procedure the Service Provider will carry out a gas analyser test on all installed gas appliances within the property and submit a print out in electronic format giving the property address and results of the tests carried out at the same time as forwarding the electronic landlords gas safety certificate.

2.64.18. Boiler Flues in Situ

At the time of the service visit where it is identified that the boiler flue is encased and not visible or inaccessible this information must be noted on the electronic landlords gas safety certificate.

For hidden flues, the engineer should also carry out a risk assessment, as in accordance with CORGI bulletin 235.

2.65 SERVICING WITHIN DOMESTIC PROPERTIES

- 2.65.1. An annual comprehensive service of every appliance and system to Manufacturers specification at the properties scheduled which may vary from time to time, including all maintenance necessary for the efficient operation of such appliances, associated systems and all of the component parts thereof, including the cleaning, testing and replacement of batteries (to manufacturers specification) of smoke alarms, heat detectors, CO and CO² detectors.
- 2.65.2. Smoke Alarms - Where identified and with the approval of the tenant replace tenants own battery operated smoke alarms with approved smoke alarms as provided by the Client, test and leave in sound working order.
- 2.65.3. All in situ smoke alarms (battery or hard wired) that are the responsibility of the Client are to be cleaned and tested and where necessary batteries are to be replaced or unit to be replaced if faulty or out of date then test and leave in sound working order.
- 2.65.4. Hard wired smoke alarms that are found to have malfunctioned are to be reported back to the Client who will if appropriate provide an order to replace in accordance with an agreed schedule of rate price to be found elsewhere in this contract.

- 2.65.5. The work specified for the programmed service visit is designed to provide adequate preventative maintenance and to eliminate normal service faults, thereby enabling an appliance to operate without attention for a further twelve months.
- 2.65.6. Such appliances, systems and flues covered by this agreement will receive one servicing visit every 12 months. On this servicing visit the Service Provider will carry out a schedule of works appropriate to the type of appliance and system installed, to the relevant manufacturers servicing instructions, and carry out the items detailed in numbers 1, 2, and 3 as follows:-
- 2.65.7. Important Note: The Service Provider will adopt as part of the servicing process the following procedure:
- As part of the service procedure a flue analyser test will be undertaken using equipment that has the capability of providing a flue gas analyser record in print out format. If when the test is undertaken it is identified that adjustment is required, the Service Provider will following the adjustment undertake a further analyser test with hard copy print outs.
 - As the production of Landlords gas safety certificates (CP12) are to be in an electronic format the hard copies of the before and after flue analyser print outs are to be forwarded to the Client/Client Representative with identification as to the property to which they refer.
- 2.65.8. Check all types of ventilation to ensure conformity with all relevant regulations associated with the specific type of fuel being used, manufacturers instructions and requirements, and the particular requirements of the Gas Safety (Installation and Use) Regulations 1998 regarding gas appliances.
- 2.65.9. If the ventilation does not meet the above requirements, inform the Client/Client Representative immediately, and make arrangements to install ventilation as detailed in the "Additional Works Specification" within 24 hours but only after the Client/Client Representative has agreed.
- 2.65.10. Carry out a comprehensive safety and visual inspection of all types of flue systems and chimneys irrespective whether or not an appliance is installed, this is to include, smoke testing, inspection of joints, ensuring the flue is fixed securely, is of sound and correct construction, and compliance with all relevant regulations (in particular a notice will be affixed to bricked up flues stating they have not been tested.
- 2.65.11. Gas Appliances and Systems - Isolate the appliance from gas and electricity supplies.
- 2.65.12. The Service Provider will also be required as part of the servicing procedure at every annual servicing visit to test and record for system inhibitor levels and where it is identified that replenishment or total replacement is necessary this will be done by using the proprietary brand of inhibitor as manufactured and supplied by **Sentinel** or similar approved.
- 2.65.13. Where it is identified that total replacement is required the system will be drained, flushed and refilled in accordance with standard procedures.

- 2.65.14. Clean, lubricate, adjust, renew, replace, repair, descale and desludge and carry out operations as required to ensure that appliances and systems are functioning correctly, to the following:-

Note: Test results are to be recorded on the electronic Landlords Gas Safety Certificate under details or additional information.

- All types of manual and automatic appliance controls.
- All types of thermostats.
- All types of time switches, clocks and programmers, and energy conservation devices.
- All electrical wiring from the point of connection to the ring main circuit, to any appliance, or control or component part to include the immersion heater high limit stat where fitted and any cross bonding including any burnt or heat affected wiring anywhere within the system. Also ensuring the fuse is of the correct rating and its replacement if incorrect.
- All types of ignition system, burners and pilot lights, including removal of any blockage regardless of its nature.
- In all dwellings isolate all valves and stop cocks and ensure their correct operation and return them to their original operating position upon completion.
- All flues, flueways, combustion chambers, flue baffles draught diverters, terminals including removal of any blockage regardless of its nature.
- All valves (zone, economy, and non-return safety), including any adaption of pipework required.
- All fan motors and ancillary controls for both warm air and fan assisted boilers.
- All water pumps and isolation valves;

Note:- Only Grundfos pumps are to be used.

- All gas valves and safety devices.
- All water heating units.
- All radiator valves if thermostatic will be valves as manufactured by Peglar and standard wheelhead/lockshield as manufactured by Peglar (Terrier 2) or similar and approved.
- All warm air registers, grilles, diffusers.
- All types of heat exchangers.
- All radiators, cylinders, hot water storage tanks. All types of combination tanks.

- All pipework between appliance and cylinder, and the whole heating circuit to radiators cold feed and expansion and ducting (Warm Air Systems).
- Adequate re-fixing of radiators and warm air registers and grilles etc, should they become detached from their fixing for any reason.
- Total systems to be descaled and desludged as necessary. This includes any scale in all types of hot water storage tanks and cylinders. Renew appliance scale reducer cartridges or contents if loose fill at each service and at other times as necessary, topping up will not be permitted under any circumstances.
- Expansion tank, including water level, ball valve, warning pipes and feed and expansion pipework, and topping up of system should the isolation valve become turned off.
- Where applicable restore gas and electricity supplies and check all internal pipework for gas soundness.
- Commission appliance, checking and adjusting where necessary, gas rate, flame picture, operation of flue, ignition devices and appliance controls and check for spillage as in accordance with BS 5440: Part 1.

Where any room of the premises is fitted with a fan (e.g., an extract fan, or a fan incorporated with the appliance), operations of the fan(s) shall not adversely affect the performance of the flue when the flue is tested in accordance with BS 5440: Part 1.

- The date of the regular visit will be scheduled in a format to be agreed, work to be carried out during normal hours, i.e., 08.00 – 18.00, Monday to Friday and 08.00 - 13.00 Saturdays, and evenings Monday to Friday where circumstances dictate, as outlined elsewhere in this Contract.
- Attach label to appliance stating date of service, when next service is due, name of engineer, Service Provider's telephone number for breakdown and emergency service, Transco free phone telephone number for the reporting of gas escapes, also the Raven Housing Trust free phone telephone number for out of hours emergency services and leave a satisfaction card that shows clearly the identification of the engineer.

2.65.15. Costs for labels will be the responsibility of the Service Provider.

2.65.16. Following completion of the service instruct the tenant/occupier on the use of the system controls and as applicable the location of the main gas, electric and water stop cock controls and confirm with the tenant/occupier an understanding as to their use/purpose.

- Complete a system report i.e., electronic Landlord Gas Safety Certificate in an agreed format with the Client/Client Representative (see Appendices).
- Check and test thermostats on domestic hot water cylinders and recalibrate where necessary.

- 2.65.17. The Service Provider should note that all electronic Landlord Gas Safety Certificates not correctly completed will be returned for the Service Provider to revisit site and amend accordingly with the provision of a new form.

A three-page form:

Copy 1 - Client

Copy 2 - Tenant

Copy 3 - Service Provider

2.66 BREAKDOWNS WITHIN DOMESTIC PROPERTIES

- 2.66.1. The Service Provider shall provide a 24-hour, 365 days per year (366 for a leap year) breakdown service for the period of the Contract to allow for breakdown or malfunction of any appliance, or system and the replacement of any components or system parts previously specified. The details of any repair are to be noted by the engineer for registering on the Service Provider's database (as provided by the Raven Housing Trust).
- 2.66.2. All works in connection to be arranged by the Service Provider.
- 2.66.3. For breakdowns the Service Provider must complete such repairs within 24 hours. The aim of this requirement is to minimise any disruption to the tenant relating to use of water/space heating facilities.
- 2.66.4. Where the above is not achievable with parts being unavailable from impressed or local stockist the Service Provider is to immediately notify the Client and provide time scales for completion of the works where replacement parts are required.
- 2.66.5. On receipt of a request being made by the Client/Client Representative/ Tenant the Service Provider shall comply with the following: -

2.66.6. Emergency Callout Attendance Will Mean the Following:

- * Emergency breakdowns including no heating/hot water
 - * Gas or water leaks
 - * Elderly and infirm
 - * People with special needs
 - * Young children (five and under)
 - * Serious illness
- 2.66.6.1. Where any of the above circumstances are established, emergency call out to be responded to within 2 hours.
- 2.66.6.2. If deemed necessary, the Client/Client Representative can instruct the Service Provider to attend on demand breakdown calls within the above time stipulation to properties outside of the above category.
- 2.66.6.3. Breakdown repairs are to be completed within the stipulated attendance timescales, with every effort being made to complete on a first call, first fix basis, where this cannot be achieved the timescales as mentioned above will apply.

2.66.7. Normal Breakdown

- 2.66.7.1. Reported before 1 pm attend the same day.
Reported after 1 pm attend next day by 12 noon.
- 2.66.8. Ensure that each engineer is equipped with an adequate impressed stock of parts to deal with most eventualities. A comprehensive stock of impressed spare parts shall also be kept at the Service Provider's control point and store to enable items such as cylinders to be replaced immediately.
- 2.66.9. Ensure that an alternative form of heating is available to the occupier in the event of a repair not being possible at the time of attendance. The alternative form of heating will as a minimum be two x 2kW electric fan heaters, or any other type of heater approved by the Client, where alternative hot water provision is available in the form of an emersion ensure that it is operational before leaving the premises.

Note: Where for reasons beyond the control of the Service Provider the repair is unable to be completed within the stipulated 48-hour timescale, fan heaters will, if required, be replaced with the same number of oil filled radiators of an equal output.

- 2.66.10. Before leaving the premises, the engineer must obtain the occupiers signature as proof of receipt of the heaters being left on site.
- 2.66.11. The Service Provider shall not without the previous written consent of the Client/Client Representative remove any temporary heating appliances from the site until such time as the fault has been rectified to the Client/Client Representative's satisfaction.
- 2.66.12. If rectification of the fault is not possible at the time of attendance the fault must be rectified within the previously stated time scales.
- 2.66.13. In the event of rectification not being considered possible as aforesaid, the Service Provider shall immediately notify the Client/Client Representative and the property occupier giving the reasons as to why and inform the Client/Client Representative and the property occupier when the repair will be completed. The Client/Client Representative must satisfy himself that suitable alternative temporary arrangement for hot water and heating are in place.
- 2.66.14. Notwithstanding the generality of the Service Provider's obligations hereunder, the expression "component part" shall include the parts listed elsewhere hereof and any other specialist controls associated with a particular installation.
- 2.66.15. Ensure that the tenant is kept informed of the situation at all times.
- 2.66.16. Upon completion of a breakdown, the satisfaction card is to be left with each tenant, the approved work document is to be duly completed and a copy of such is to be sent to the Client/Client Representative.
- 2.66.17. In addition to the requirements detailed previously the Service Provider shall also allow to provide the following Services, which shall be included for within the rate per appliance:
- Advise on efficient and correct use of appliance and systems.

- Instruct new and existing tenants on the operation of appliances and systems.
 - Resetting of programmers, thermostats and other controls for any reason.
 - Re-lighting pilot lights for any reason.
 - Restoring gas and electric supplies if turned off for any reason. Except for non-payment for supply by the tenant or where to restore the supply would be dangerous or any British Gas (Transco) relay programme.
 - Calls to determine location of water leaks if not on pipework associated with the appliances and/or systems covered by this specification and advise the Client/Client Representative of the correct location and repair of these leaks.
 - All calls where a tenant maintains an appliance or system is faulty, even if no such fault is found to exist.
 - All calls where the fault reported is due to controls being incorrectly set.
 - The breakdown element of the works shall be priced in accordance with the schedules shown elsewhere in this document and shall be inserted in The Price Framework.
 - The Service Provider is to provide on a daily basis a breakdown status report on each site visited.
- 2.66.18. Before attending a breakdown, the Service Provider should contact the tenant/occupier to ascertain where reasonably possible as to the authenticity of the call to establish if the malfunction is due to tenant/occupier error such as system/control adjustments or gas/electricity failure.

2.67. REPLACEMENTS

- 2.67.1. If the Service Provider considers that parts required to repair an appliance or system are no longer available, the Client/Client Representative shall be informed immediately.
- 2.67.2. The Service Provider will need to demonstrate this to the Client/Client Representative and shall do so by supplying the Client/Client Representative with written confirmation by the manufacturers that the part or parts in question are indeed obsolete. This confirmation shall be provided within 48 hours.
- 2.67.3. Should a system control be shown to be obsolete, and it is possible to replace this item with an equivalent available control, then this equivalent shall be installed and provided free of charge to the Client. However, the Client/Client Representative may allow for payment of the costs incurred for any alterations to pipework or wiring, which are shown to be necessary for the correct installation and operation of the control. Should this replacement control necessitate the exchange of other controls, which are not obsolete, then the Client/Client Representative will allow for the costs incurred for any alterations to pipework or wiring to be paid for, but the Service Provider will provide the new controls, at cost.

2.67.4. Maintenance Works Procedures

- 2.67.4.1. The maintenance service works shall comprise a full service of Raven Housing Trust owned gas heating and hot water installations including all gas appliances specified herein and tenant owned gas fires, including the provision of a safety check on all other tenant owned gas appliances installed within the premises.

Note: There is no provision in this Contract Specification for the replacement of parts to tenants/occupiers' own cookers.

For all maintenance service visits the Service Provider shall be required to complete Client Gas Safety Check form.

2.68. SHARED OWNERSHIP AND LEASEHOLDER'S PROPERTIES

- 2.68.1. If or where the Raven Housing Trust have properties under shared ownership/leasehold with the property occupiers having responsibility for the provision of servicing and maintenance of the installed central heating and hot water system, Raven Housing Trust will offer the property occupiers the choice of 2 options, the facility of an annual service inspection and certification (Landlords Gas Safety Certificate) of all installed gas equipment, or a fully inclusive service and breakdown provision, and if the property occupier wishes to take up either of these options, under the terms of this Contract. Subject to a satisfactory survey the Service Provider will agree to undertake either option (which will be chargeable directly to the property occupier by the Service Provider) for the same cost rates as tendered under this contract for price per dwelling as being charged to the Client.
- 2.68.2. The Service Provider is to note that the relationship between the Service Provider and the property owner is a separate and distinct Contract and therefore the Client accepts no responsibility for payment of any amounts due under that separate Contract.

2.69. PRICING THE WORKS.

- 2.69.1. The Service Provider shall provide an "all inclusive" annual price per property for undertaking the works as described in these documents. This inclusive price shall be provided in the following way:

Domestic Properties:

- The Service Provider will submit a price per dwelling for undertaking servicing on all landlord owned gas appliances, flues and any other appropriate part of the system. This price per dwelling will be standard and irrespective of the number and type of appliances within a dwelling. This price is intended to be an annual sum which will be subject, where appropriate, to any annual uplift mechanism.
- The Service Provider will submit a price per dwelling for undertaking all breakdown callouts, replacement parts and associated costs as described within this document. The price per dwelling will be standard and irrespective of the number of breakdowns received within a year. This price is intended to be an annual sum which will be subject, where appropriate, to any annual uplift mechanism.

Commercial Properties

- The Service Provider will submit a price per individual boiler for undertaking quarterly servicing on all landlord owned gas boilers, flues, pipework, associated plant and any other appropriate part of the system. This price per boiler will be standard and irrespective of the type of boiler within a property. This price is intended to be an annual sum which will be subject, where appropriate, to any annual uplift mechanism.
- The Service Provider will submit a price per boiler for an annual Landlord Gas Safety Record. This price per boiler will be standard and irrespective of the type of boiler within a property. This price is intended to be an annual sum which will be subject, where appropriate, to any annual uplift mechanism.
-
- The Service Provider will submit a price per boiler or direct fired water heater for undertaking all breakdown callouts, replacement parts and associated costs as described within this document. The price per boiler or direct fired water heater will be standard and irrespective of the number of breakdowns received within a year. This price is intended to be an annual sum which will be subject, where appropriate, to any annual uplift mechanism.

2.69.3. Pricing schedules are included within Document E Schedule.

2.70. OMBUDSMAN INVESTIGATIONS

2.70.1. If the Commissioner for Local Administration or any regulatory body (the Ombudsman) investigates a complaint that a person has sustained injustice as a consequence of maladministration as a result of action taken by or on behalf of Raven Housing Trust involving the Service Provider then the Service Provider shall at no additional cost to the Client fully co-operate with the investigation by the Ombudsman; produce any books, documents, correspondence or other materials relevant to the investigation; answer the Ombudsman's enquiries either in person or in writing as the Ombudsman may require; allow employees to be interviewed; indemnify Raven Housing Trust. against any costs (legal or administrative) incurred by the Raven Housing Trust as well as any payment of compensation by Raven Housing Trust. either in respect to the report by the Ombudsman or in the early settlement of a complaint without formal investigation and report provided that the injustice has been caused as a result of maladministration by the Service Provider and provided further that if the maladministration is not wholly attributable to the act or default of the Service Provider then the costs incurred and the compensation paid shall be apportioned in a fair and equitable manner as certified by Raven Housing Trust.

2.71. OWNERSHIP OF DATA.

2.71.1. All data, surveys and information generated or provided for this Contract will remain the property of the Client, not matter whether held locally or remotely. This shall include all survey information which may be accessed through the Contractors own web portal.

2.71.2. Upon request the Contractor shall provide all information to the Client in an electronic format, to be agreed. The Contractor will, at the start of the Contract, agree the critical data for the Contract and ensure that this remains in an accessible format for the Client for the duration of the Contract.

2.72. WORKMANSHIP, MATERIALS AND GOODS

- 2.72.1. The Service Provider shall ensure the overall standard to workmanship will satisfy the Client/Client Representative at all times. None other than skilled and competent work persons are to be employed and a non-working Qualified Supervisor or Contract Manager is to supervise the work.
- 2.72.2. The Service Provider is to make provision for sickness, holidays, etc. and ensure that adequate numbers of persons are available for continuity of progress and to complete the servicing work within the annual periods, Workmanship shall comply in all respects with the current British Standard Codes of Practice and all relevant legislation and regulations which may be in force or come into force during the contract period that apply to these works.
- 2.72.3. Goods and materials supplied by the Service Provider shall comply in all respects with current British Standards Institution Specifications and Workmanship or the appropriate EU standard specification.
- 2.72.4. All goods and materials must in addition to complying with statutory requirements be in accordance with any Schedule of Rates/Specification or other documents which comprise the Contract Documents.
- 2.72.5. The work shall be carried out in compliance with all relevant British Standards, BSEN or BSEN ISO, particularly insofar as they apply to this Contract.

2.73. WORKS PROCEDURES.

2.73.1. Works Procedure (1) Feed and Expansion Tanks (Metal)

- Isolate water supply to float valve.
- Lower water level in system to below tank level.
- Thoroughly clean internal surfaces of tank by scraping and wire brushing. Allow surfaces to thoroughly dry. Apply one coat of bitumastic paint to all internal surfaces and allow coating to thoroughly dry.
- Dismantle float valve. Supply and fit replacement washer and seating.
- Thoroughly clean float by wire brushing to remove all water salts.
- Thoroughly clean water isolating cock by wire brushing. Adjust gland as necessary.
- Refill tank via float valve. Adjust shut off level.
- Check tank insulation. Report defects to Managing Agent/Contract Administrator.
- Check cold water supply pipework and down services pipework insulation. Report defects to Managing Agent/Contract Administrator.

- Check condition and fitting of tank lid. Report defects to Managing Agent/Contract Administrator.
- Check overflow is fitted and its alignment.

2.73.2. Works Procedure (2) Feed and Expansion Tanks (Metal)

- Inspect water level within the tank.
- Inspect operation of float valve.
- Check float for soundness.
- Operate water supply isolating cock through full travel.

2.73.3. Works Procedure (3) Sump Pumps

- Isolate electrical supply to pump by removal of fuse.
- Disconnect electrical supplies to pump and discharge pipework.
- Remove pump from pit and stand aside.
- Thoroughly clean out pit removing all dirt and other debris which shall be bagged up and carted away.
- Thoroughly clean suction strainer of pump.
- Inspect flexible leads between isolator and pump for mechanical damage and deterioration.
- Re connect pump, add water to pit and test pump operation including level switch, and controls.
- Report any defects to the Managing Agent/Contract Administrator.

2.73.4. Works Procedure (4) Flues (all fuels)

- Remove all access doors on horizontal flues and base of main stack. Thoroughly clean horizontal flues and base of main stack removing all products of combustion and other debris, which shall be bagged up and carted away.
- Check condensate drain is free of obstruction. Minor blockages to be cleaned during maintenance.
- Check chimney and flue supports.
- Check flue terminals at roof level. Report any terminals which are obstructed or damaged.

- Check balanced flue terminals for obstruction, corrosion and damage. If fan assisted, check safety circuit.
- Check stabilisers, explosion doors for condition and freedom of operation.
- Visually check condition of main stacks, guy ropes and foundation fixings.
- Report all defects and any further work considered necessary to the Managing Agent/Contract Administrator.

2.73.5. Works Procedure (5) Forced Draught Gas Burners

- Check whether plant operating or not.
- Check gas installation is in accordance with current Codes of Practice.
- Check electrical installation is in accordance with current Codes of Practice.
- Check ventilation is in accordance with current Codes of Practice.
- Switch on burner carry out flame failure check.
- Carry out combustion tests.
- Switch off burner, turn off gas and remove fuses.
- Remove fan and motor thoroughly clean and lubricate.
- Thoroughly clean fan scroll.
- Check that air passage is clear to pressure switch.
- Check automatic gas valves for gas tightness.
- Clean, adjust electrode.
- Reassemble and fire burner.
- Adjust gas and air setting to obtain optimum combustion conditions.
- Carry out combustion tests. Record results.
- Test air pressure switch under air conditions.
- Test flame failure, test and record UV cell readings.
- Check security of mechanical parts and secure mounting of burner.
- Check operation of all controls and safety devices.

- Report all defects to the Managing Agent/Contract Administrator.

2.73.6. Works Procedure (6) Boilers Gas Fired

- Isolate electrical supplies to burner/boiler.
- Isolate gas supplies to burner.
- Remove boiler cladding.
- Remove burner from boiler.
- Remove boiler flue access doors.
- Thoroughly clean boiler flues and combustion chamber.
- Inspect refractory linings and quarl bricks. Report defects.
- Replace flue access doors using new joints.
- Refit gas burners to boiler using new joint.
- Check combustion chamber for flame impingement.
- Check and report boiler insulation.
- Check and report on expansion washers (if fitted).
- Inspect boilers sections and drain cock for leakage.
- Remove, check and clean retarders.
- Check boiler stabiliser (if fitted).
- Check operation of all controls and safety devices.
- Report all defects to the Managing Agent/Contract Administrator.

2.73.7. Works Procedure (7) Atmospheric Gas Fired Boilers

- Isolate gas supplies to boiler.
- Isolate electrical supplies to boiler.
- Disconnect and remove burner bars.
- Disconnect and remove pilot assembly.
- Remove boiler cladding and access doors.

- Thoroughly clean boiler flue ways by brushing.
- Thoroughly clean area at base of boiler by vacuuming.
- Clean each gas injector.
- Clean each burner bar including drilled or ribbon ports.
- Clean and adjust ignition spark probe.
- Reassemble burner and boiler, including replacing flueway seals etc.
- Carry out leak test to pipework and valves on burner gas train. Record results.
- Test boiler. Check and set gas rate in accordance with the boiler/burner manufacturer's instructions or local site conditions.
- Check flame failure device. Record operating time. Provide and fix new thermocouple or ionisation ion probe. Record readings and flame failure times.
- Carry out flue gas analysis. CO², CO, and O². Ambient and flue gas temperatures.
- Adjust gas/air ratio for optimum combustion efficiency.
- Carry out flue gas analysis. Record results obtained CO², CO, O². Ambient and flue gas temperatures.
- Check operations of control and limit stats.
- Check thermometer for operation and calibration.
- Check operation and calibration of pressure/altitude gauges.
- Check flue down draught thermostat (if fitted).
- Check operation of all controls and safety devices.
- Report all defects to the Managing Agent/Contract Administrator.

2.73.8. Work Procedure (8) Fan assisted warm air units.

- Carefully remove access panel, approximately 1.22m X 1.22m to fan assisted heating unit, set aside for re-use and afterwards refix.
- Carefully remove fan/motor, thoroughly brush clean the underside of heater battery, fan impeller and motor with a soft brush. Wash through fins in situ, with a mixture of warm water and detergent. Care must be taken to collect all water and dirt in a purpose made receptacle, which should be placed underneath the heater battery, whilst the above operation is being carried out.

- Seal off all gaps where warm air is escaping around heater compartment.
- Check operational status. Check and record any defects.
- Check that gas, electrical and ventilation are all in accordance with current Codes of Practice.
- Isolate electricity by removing fuses.
- Turn off gas supply.
- Isolate cold water make up.
- Drain down unit via drain cock.
- Remove all access doors.
- Thoroughly wash out unit. Remove all sludge and loose scale.
- Disconnect and remove burner assembly from heater.
- Thoroughly clean burner bars including drilled or ribbon ports.
- Clean each gas injector.
- Thoroughly clean pilot light assembly.
- Check condition of wiring to ignitor and/or probe, gas valve and thermostats.
- Replace all access doors using a new joint in each case.
- Refill heater. Leak test all doors.
- Refit burner.
- Resume gas and electricity supplies.
- Check automatic gas valves for gas tightness.
- Check and record time of flame failure device.
- Check operation of all controls and safety devices.
- Report all defects to the Managing Agent/Contract Administrator.

2.73.9. Work Procedure (9) Direct Fired Water Heaters

- Check operational status. Check and record any defects.

- Check that gas, electrical and ventilation are all in accordance with current Codes of Practice.
- Isolate electricity by removing fuses.
- Turn off gas supply.
- Isolate cold water make-up.
- Drain down unit via drain cock.
- Remove all access doors.
- Thoroughly wash out unit. Remove all sludge and loose scale.
- Disconnect and remove burner assembly from heater.
- Thoroughly clean burner bars including drilled or ribbon ports.
- Clean each gas injector.
- Thoroughly clean pilot light assembly.
- Check condition of wiring to ignitor and/or probe, gas valve and thermostats.
- Replace all access doors using a new joint in each case.
- Refill heater. Leak test all doors.
- Refit burner.
- Resume gas and electricity supplies.
- Check automatic gas valves for gas tightness.
- Check and record time of flame failure device.
- Check operation of all controls and safety devices.
- Report all defects to the Managing Agent/Contract Administrator.

2.73.10 Work Procedure (10) Flue Dilute System

- Check flue dilute fan for noisy operation.
- Check flue dilute system trunking for rust corrosion.
- Check inlet and exit grilles for obstruction. Clean by brushing.

- Check trunking flexibles for defects.
- Check flue dilute fan/motor anti-vibration mountings.
- Isolate electrical supply to fan.
- Check air flow switch operation.
- Thoroughly clean fan scroll.
- Resume electrical supplies.
- Test run fan. Check for noisy operation.
- Test and record CO² content of exhaust flue gas.
- Check operation of all controls and safety devices.
- Report all defects to the Managing Agent/Contract Administrator.

2.73.11. Work Procedure (11) Valves and Cocks

The Contractor shall:

- Operate all valves and cocks within boiler rooms, calorifier rooms, fuel oil storage rooms, fuel oil transfer pump rooms through full travel. The position of return balancing valves shall be noted and returned to that setting on completion.
- Glands found to be leaking after operation shall be adjusted. Where glands cannot be adjusted and need repacking, they shall be reported to the Managing Agent/Contract Administrator.
- Bronze Valve After operating valves through full travel every bronze valve shall be wire brushed to remove all water salts and other debris from the valves.
- Cast Iron and Steel Valves After operating valves through full travel every cast iron or still valve shall be wire brushed and painted with one coat of black paint. Bronze glands, gland studs and valve spindles shall not be painted.
- Lubricated Plug Cocks Shall be operated through full travel and lubricated with manufacturers stick lubricant suitable for the service of the valve controls.
- Three port escape cocks and drain cocks shall be wire brushed only. Any cocks found letting by or leaking shall be reported to the Managing Agent/Contract Administrator.
- Check operation of motorised valves.
- Inspect all valves and cocks for leakage.
- Adjust leaking glands.

- Report all major leaks and other defects to the Managing Agent/Contract Administrator.

2.73.12 Work Procedure (12) Space Temperatures and DHW Temperature

The Contractor shall:

- Adjust control thermostat to operate three port divert valve or primary pump, noting original thermostat setting which the thermostat shall be reset upon completion to as found.
- Inspect flexible connections to actuators for security.
- All defects shall be reported to the Managing Agent/Contract Administrator.
- Note settings as found on heating compensator.
- Adjust settings to operate three port mixing valve or adjust firing of direct compensated boilers. Return compensator to original settings.
- Inspect diverter valves for leakage.
- Inspect flexible connections and flexible conduits to actuators and detectors.
- Check thermometers are fitted to the heating mixed flow and common DHW flow.
- State locations of outside detector on report sheet.
- Check frost thermostats and location (if fitted).
- Check operation and settings of timeclocks (if fitted).
- Report all defects to Managing Agent/Contract Administrator.
- Adjust control thermostat to operate three port divert valve or primary pump, noting thermostat setting which shall be reset to settings as found on completion.
- Inspect divert valves for leakage.
- Note settings as found on heating compensator.
- Adjust setting to operate three port valve or adjust firing of direct compensated boilers. Return compensator to original settings.
- Inspect mixing valve for leakage.
- Check settings and accuracy of time clocks.
- Check operation of all controls and safety devices.
- Report all defects to the Managing Agent/Contract Administrator.

2.73.13 Work Procedure (13) Pumps (Direct Drive)

- Isolate electrical supplies to motor by removing fuses.
- Isolate suction and delivery valves.
- Remove coupling guard and refit on completion of works.
- Check condition of coupling. Report defects.
- Check mechanical shaft seal for leakage (if applicable).
- Check packed gland for leakage (if applicable). Adjust if necessary.
- Check gland sump and sump drainage pipework for cleanliness.
- Thoroughly clean gland/mechanical seal housing, gland sump removing all water salts and other deposits by wire brushing.
- Open suction and delivery valves and resume electrical supplies.
- Test run pump.
- Check gland/shaft seal for leakage. Adjust gland as necessary, report defective shaft seal.
- Check head gauges against pump manufacturers name plate details. Report deficiencies.
- Lubricate pump bearing.
- Thoroughly clean down pump, motor and baseplate.
- Report defects to the Managing Agent/Contract Administrator.
- Check pump operation for noise.
- Check mechanical shaft seal for leakage (if applicable).
- Check packed gland for leakage. Adjust if necessary (if applicable).
- Check head gauges against pump manufacturers name plate details. Report deficiencies.

2.73.14 Work Procedure (14) Pumps (Belt Driven)

- Isolate electrical supplies to motor.
- Isolate suction and delivery valves.

- Remove belt guard and refit on completion of works.
- Check condition of v section drive belt/s and alignment. Report defects.
- Check condition of pulleys and alignment.
- Check mechanical shaft seal for leakage (if applicable).
- Check gland for leakage (if applicable).
- Check pump holding down bolts for security.
- Check motor holding down bolts for security.
- Check gland sump and sump drainage pipework for cleanliness.
- Thoroughly clean down pump, pump baseplate.
- Thoroughly clean gland/mechanical seal housing, gland sump, removing all water salts and other deposits by wire brushing.
- Open suction and delivery valves and resume electrical supplies.
- Test run pump.
- Check gland/shaft seal for leakage. Adjust gland as necessary, report defective shaft seal.
- Check head gauge against pump manufacturers name plate details. Report deficiencies.
- Lubricate pump bearings.
- Report all defects to the Managing Agent/Contract Administrator.
- Isolate electrical supplies to motor.
- Remove belt guard and replace on completion of Works.
- Check belt(s) for wear, condition and alignment. Report defects.
- Check gland for leaking. Adjust as necessary.
- Check mechanical shaft seal for leakage. Report defects.
- Lubricate pump bearings.

2.73.15. Work Procedure (15) Indirect Cylinders

- Isolate cold feed make up, secondary flow, secondary return, primary flow, primary return and three-way escape valve (if fitted).
- Drain down secondary side of cylinder via drain cock.
- Open and close flow valve at intervals to cause disturbance at base of cylinder to dislodge scale and sludge.
- Open make up valve to flush out cylinder via drain cock.
- Thoroughly clean all bronze valves by wire brushing to remove all water salts and other deposits. Thoroughly clean iron valves and apply one coat of bitumastic paint. Adjust all valve glands to prevent leakage.
- Reopen, cold make up valve after removal of head gauge to vent air from cylinder.
- Open secondary flow and return valves and three-way escape valve.
- Adjust primary return valve to give eleven degrees centigrade difference between primary flow and return valves. The Contractor shall use a differential thermometer for this purpose.
- The Contractor shall elevate or over-ride temperature controls and allow the secondary water temperature to rise to 70°C within the calorifier and shall be held at this temperature for two hours duration. Failure of the cylinder to reach 70°C shall be reported.
- On completion of works detailed in Clause 9 the secondary water shall be allowed to cool to 60°C or below when the secondary flow valve and secondary return valves shall be opened and the calorifier returned to service.
- The Contractor shall adjust control thermostat to provide DHW temperature of 60°C.
- The Contractor shall check the calibration of thermometer and head gauge. Defects shall be reported.
- The Contractor shall inspect the thermal insulation and report any defects.

2.73.16. Work Procedure (16) Calorifiers

- Isolate cold feed make up, secondary flow, secondary return, primary flow, primary return and three-way escape valve (if fitted).
- Drain down secondary side of calorifier via drain cock.
- Drain down primary water to calorifier heater battery.
- Unbolt, remove header chest and calorifier.
- Thoroughly clean internal surfaces of calorifier by scraping and washing. Remove all loose scale and sludge from base of calorifier.

- Chemically descale heater battery to ensure all scale deposits are removed.
- Thoroughly clean shell neck ring, both faces of tube plate and face on header chest.
- Replace heater battery, header chest using new jointing. Jointing materials shall comply with water supply by-law 7 (1).
- Check calibration of head gauge and thermometer. Report defects to the Managing Agent/Contract Administrator.
- Refill calorifier from normal source venting air via head gauge cock.
- Check primary return connection for water (heater battery leaks). If no leakage present reconnect primary flow and return.
- Open primary flow and return valves.
- Adjust primary return valve to give 11°C drop between primary flow and return.
- Check all joints for leakage.
- Isolate secondary flow valve. Elevate or over-ride temperature controls and allow secondary side of calorifier to attain 70°C which shall be maintained at this temperature for two hours duration. Failure of the secondary side water to reach 70°C shall be reported to the Managing Agent/Contract Administrator.
- Allow calorifier temperature to fall to 60°C before reopening secondary flow valve and returning calorifier to service.
- Adjust thermostat setting to provide secondary hot water at 60°C.
- Check for scalding notices.

2.73.17 Work Procedure (17) Electrical Services

The Contractor is reminded of his obligations under the current Electricity at Work Regulations.

Control Panel

- Isolate supply to control panel.
- Check fuse ratings are correct for current loading.
- Check overload settings on starters for circuit loading.
- Check harness for wiring is secure.
- Vacuum out control panel removing all redundant fuse links and other debris.

- Resume electrical supply.
- Check operation of panel mounted switches.
- Check operation of starters.
- Check indicator lamps illuminate.
- Check door lock/isolator is connected.
- Clean outside of panel and indicator lamps.
- Check for terminal tightness.
- Check for signs of overheating.
- Check overloads are set correctly.

Isolators

- Check freedom of operation of isolator.
- Switch off isolator.
- Check switch blades for signs of ageing/overheating.
- Check splash guards are fitted.
- Check terminals for tightness.
- Check for terminal tightness.

Distribution Boards

The Contractor shall inspect all distribution boards which supply power and lighting to plant rooms.

- Isolate power and lighting to plant rooms.
- Check that each fuse is labelled on a fuse chart.
- Check each fuse is correctly rated for the service it supplies.
- Check flash guards are fitted and secure.
- Check visually for overheating.
- Check cable terminals for tightness.
- Check for terminal tightness.

Distribution Conduits and Trunking

- Check that all conduit lids are fitted and secure.
- Check that conduits are bracketed.
- Check that socket outlets are suitably labelled.
- Check earth continuity links.
- Check all screws are fitted.

Lighting

- Check lighting is in working order.
- Check light switches are in good condition.
- Check light fittings are complete, all diffusers are in place and bulk head lights are complete.

Motors

- Check motor runs without excessive vibration and noise.
- Check motor mountings condition.
- Check motors will run if required.
- Check motors for operating temperatures.
- Lubricate bearings where external nipples or lubricators are fitted.
- Check levels of ring oiled bearing sumps. Top up as necessary.
- Check ventilation louvres are clear.
- Check condition of brushes (if fitted).
- Check insulation resistance of windings. Record results.
- Check and ensure that terminals and connections are secure.
- Test motor full load current. Check against manufacturers motor data plate.
- Check running current against motor rating/fuse rating and overload setting.
- Record results.

Socket Outlets

- Visually check socket outlet for damage.
- Check switch action for isolation.
- Check that phase neutral and earth are correctly wired.

NOTE: ALL ITEMS OF AN ELECTRICAL NATURE WITHIN PLANT/BOILER ROOMS, CALORIFIER ROOMS, OIL STORAGE, OIL TRANSFER SHALL BE TESTED FOR EARTH PROTECTION BY CARRYING OUT AN EARTH LOOP IMPEDANCE TEST. ALL TEST RESULTS SHALL BE RECORDED.

Reporting

- Report all defects to the Managing Agent/Contract Administrator.

2.73.18 Work Procedure (18) Cleaning of Plant Rooms and Plant

On completion of maintenance works within each plant room. The plant room access and staircase to any plant room and any room directly adjoining any plant room the Contractor shall: -

- Thoroughly sweep the whole of the floor area including the area at the rear of boilers, calorifiers, pumps etc. All dirt and debris shall be bagged up and carted away.
- All other rubbish, parts left after replacement no matter what the origination of the rubbish shall be bagged up and carted away.
- Each item of plant, boiler casings, pumps, motors pipework, shall be cleaned using a lightly oiled rag to leave the whole of the plant in a neat, tidy and clean condition.
- Floor areas found to be heavily contaminated by fuel oil, i.e., adjacent to oil fired boilers, tank rooms, fuel oil transfer pump rooms, shall be reported to the Managing Agent/Contract Administrator in writing. All debris found in these areas shall be removed and carted away.

2.73.19 Work Procedure (19) Heat Recovery Unit

- Check operation.
- Check fuse for correct rating.
- Remove and clean/replace filters.
- General overhaul and clean.
- Check and clear exit and intake points.
- Retest on completion.

2.73.20 Work procedure (20) Thermostatic Mixing Valves

Within the domestic properties served by the central boiler plant carry out the following servicing procedure on annual basis:

- Check operation for each thermostatic mixing valve in turn.
- Run water continuously for one minute, measure the temperature of the water at the outlet with the water running constantly for another two minutes.
- Ensure the temperature of the water remains constant for the duration of the test.
- Ensure the temperature remains within the permitted range of acceptability for registered properties.
- Recalibrate/adjust thermostatic mixing valve settings if the thermostatic mixing valve fails items three or four, retest as items two to four.
- Record results on a site log.
- All above procedures to be in accordance with laid down guidelines and amendments thereto.
- Advise Managing Agent/Contract Administrator of results.
- Issue certificate.

2.74. SCHEDULE OF MAINTENANCE

2.74.1. Maintenance And Repair of Boiler Plant And Ancillary Equipment Providing Dwellings With Heating And Hot Water Services

The following procedures will be carried out on the basis of one major annual service and one further interim inspection visit at six monthly intervals.

Work Procedure	
1	FEED AND EXPANSION TANKS (METAL)
2	FEED AND EXPANSION TANKS (METAL)
3	SUMP PUMPS
4	FLUES (all fuels)
5	FORCED DRAUGHT GAS BURNERS
6	BOILERS GAS FIRED
7	ATMOSPHERIC GAS FIRED BOILERS
8	FAN ASSISTED WARM AIR UNITS
9	DIRECT FIRED WATER HEATERS
10	FLUE DILUTE SYSTEM
11	VALVES AND COCKS
12	SPACE TEMPERATURES AND DHW TEMPERATURE
13	PUMPS (DIRECT DRIVE)
14	PUMPS (BELT DRIVEN)

15	INDIRECT CYLINDERS
16	CALORIFIERS
17	ELECTRICAL SERVICES
18	CLEANING OF PLANT ROOMS AND PLANT
19	HEAT RECOVERY UNITS
20	THERMOSTATIC MIXING VALVES

2.74.2. Breakdown - Commercial

The provision of a comprehensive 24-hour day, 365 days a year (366 in a leap year) all round fully inclusive breakdown service including the supply, replacement and fixing of component parts, in accordance with all the applicable rate schedules within the Price Framework document for all boilers including cylinders and associated equipment within the boiler / plant room, or adjacent to and within communal areas.

Note: Parts replacement provision for boilers and plant room associated equipment is deemed to be included and where non-inclusion is felt or price exists a written cost will be called for by the Contract Administrator which will take the form of prime cost of parts plus labour and if acceptable the Contract Administrator will issue an order to cover the works.

NB: All component parts to be new only.

Attendance for reported breakdowns for the residential properties and communal areas served by the central boiler plant will be an on-demand service. Where breakdowns of this nature are reported the attendance time scales will be as follows and labour rates as set out elsewhere in this Contract will apply.

2.74.3. General

During a normal working day - attend the property and rectify the fault within 4 hours.

Outside of normal working hours - attend at the property and rectify the fault within 4 hours.

Note: In respect of (a) and (b) above during the winter period of October to February the response time must be within 2 hours.

Ensure that each engineer is equipped with an adequate impressed stock of parts to deal with most eventualities. A comprehensive stock of impressed spare parts shall also be kept at the Contractor's control point and store to enable items such as cylinders to be replaced immediately.

Ensure that an alternative form of heating is available to the Residents/ Property Occupiers in the event of a repair not being possible at the time of attendance. The alternative form of heating will be two x 2kW electric convector heaters per dwelling of two bedrooms or less. For all other units the Contractor will adopt a flexible approach to the number of heaters that are supplied.

The Contractor shall not without the previous written consent of the Managing Agent/Contract Administrator remove any temporary heating appliances from the

properties until such time as the fault has been rectified to the Managing Agent/Contract Administrator's satisfaction.

If rectification of the fault is not possible at the time of attendance the fault must be rectified within 48 hours.

In the event of rectification not being considered possible as aforesaid, the Contractor shall immediately notify the Managing Agent/Contract Administrator giving the reasons and inform the Managing Agent/Contract Administrator when the repair will be completed.

Notwithstanding the generality of the Contractor's obligations hereunder, the expression "component part" shall include the parts as described in this Section 8.01 refers hereof and any other specialist controls associated with a particular installation.

Ensure that the residents and/or warden is kept informed of the situation at all times.

In addition to the requirements detailed previously the Contractor shall also allow to provide the following services which shall be included for within the rate per appliance:

- Advise on efficient and correct use of appliance and systems.
- Instruct the Warden or an Authorised Officer on the use of all main and ancillary controls and instruct new and existing residents on the operation of the system controls.
- Resetting of programmers, thermostats and other controls for any reason.
- Re-lighting pilot lights for any reason.
- Restoring gas and electric supplies if turned off for any reason. Except for non-payment for supply or where to restore the supply would be dangerous or where there is a British Gas (Transco) relay programme in operation.
- Calls to determine location of water leaks if not on pipework associated with the appliances and/or systems covered by this specification and advise the Managing Agent/Contract Administrator of the correct location and repair of these leaks.
- All calls where a resident or Authorised Officer maintains an appliance or system is faulty, even if no such fault is found to exist.
- All calls where the fault reported is due to controls being incorrectly set.

The breakdown element of the works shall be priced in accordance with Section 8.01 and shall be inserted in the summary to Tender in Part 4 Price Framework.

The Contractor is to provide a breakdown status report each time a property is visited.

2.74.4. Replacements

All replacement parts not forming part of this inclusive Contract are to be fitted as necessary and charged as per the schedule of rates after first notifying the Managing

Agent/Contract Administrator of the reasons for change and receiving instructions from the Managing Agent/Contract Administrator to do so.

Payment for works under schedule of rates will only be made where valuations are accompanied by a works order issued by the Managing Agent/Contract Administrator.

If the Contractor considers that parts required to repair an appliance or system are no longer available, the Managing Agent/Contracts Administrator shall be informed immediately. The Contractor will need to demonstrate this to the Managing Agent/Contract Administrator and shall do so by supplying the Managing Agent/Contract Administrator with written confirmation by the manufacturers that the part or parts in question are indeed obsolete. This confirmation shall be provided within 48 hours.

Should a system control be shown to be obsolete, and it is possible to replace this item with an equivalent available control, then this equivalent shall be installed and provided as per the schedule of rates. However, the Managing Agent/Contract Administrator may allow for payment of the costs incurred for any alterations to pipework or wiring, which are shown to be necessary for the correct installation and operation of the control, provided that the control is not a straight exchange for the existing. Should this replacement control necessitate the exchange of other controls which are not obsolete, then the Managing Agent/Contract Administrator will allow for the costs incurred for any alterations to pipework or wiring to be paid for, but the Contractor will provide the new controls, at costs.

2.75. NEW INSTALLATIONS

2.75.1. All programmed planned installations will be agreed with the Client and the Contractor on a quarterly basis, this will be dependent on the Contractor's performance of all KPI's in regard to the domestic heating servicing and maintenance and commercial heating servicing and maintenance. The contractor must demonstrate high performance across all these areas, for the Client to agree a programme of works for installations. The client reserves the right to appoint an alternative supplier for boiler installations, should the performance of the Contractor not be deemed as satisfactory in the area's outlined above.

2.75.2. All replacements gas fires shall be as supplied by one of the following manufacturers of similar and approved:

- Valor Firelite or
- Robinson Wiley Visa 2 or

2.75.3. All replacement wall mounted BF or FF Boiler will be replaced with a new equivalent FF Condensing System boiler. The range shall be as supplied by one of the following manufacturers or similar and approved:

- Worcester Bosch Group
Worcester Heat Systems Ltd
Cotswold Way
Warndon
Worcester
WR4 9SW

- Vaillant Limited
Vaillant House
Medway City Estate
Trident Close
Rochester
Kent
ME2 4EZ
 - Ideal Boilers Ltd
National Avenue
Kingston Upon Hull
East Yorkshire
HU5 4JN
- 2.75.4. All replacement existing combination boiler will be replaced with a new equivalent condensing combination boiler. The range shall be as supplied by one of the following manufacturers or similar and approved:
- Worcester Bosch Group
Worcester Heat Systems Ltd
Cotswold Way
Warndon
Worcester
WR4 9SW
 - Vaillant Limited
Vaillant House
Medway City Estate
Trident Close
Rochester
Kent
ME2 4EZ
 - Ideal Boilers Ltd
National Avenue
Kingston Upon Hull
East Yorkshire
HU5 4JN
- 2.75.5. Combination Boilers are only to be used on the instructions of the Client Representative, and where selected the appliance must have a minimum flow rate at 35 degrees of 11.4 litres per minute and 28kw output.
- 2.75.6. It will be the Service Provider's responsibility to ensure that the boiler to be installed is of adequate rating in relation to the property requirements.
- 2.75.7. All replacements radiators shall be as supplied by one of the following manufacturers or similar and approved:

- Barlo Radiators

All replacements TRV shall be as supplied by one of the following manufacturers or similar and approved:

- Pegler Terrirer II

All replacements Lockshields shall be as supplied by one of the following manufacturers of similar and approved:

- Pegler Terrirer Lockshield

2.76. VOID PROPERTIES GAS SAFETY INSPECTIONS

2.76.1. Where requested to do so the Service Provider is to visit void properties as notified by the Client and inspect and test:

- Internal gas supplies
- All fitted gas appliances.
- All fitted gas appliances flues and terminals.
- All flues
- Ventilation arrangements for all appliances
- Gas check for safety and soundness and issue an appropriate Certificate of Inspection (CP4 or CP12 as required by the Client) within 48 hours of notification.

2.76.2. Keys to void properties are to be collected and returned to Raven Housing Trust's offices or designated sub offices or elsewhere if applicable.

2.76.3. Submitting a price for these works does not guarantee that the Service Provider will automatically be invited to undertake this work but will do so if so instructed.

2.77. MUTUAL EXCHANGES

2.76.1. Where requested to do so the Service Provider is to visit mutual exchanges as notified by the Client and inspect and test. The Service Provider will adopt the following process:

- As, and if advised by the Client, on the day of the tenants exchange the Service Provider will visit both properties simultaneously and seal the gas meter at its inlet to the property.
- Following satisfactory completion of the mutual exchange the Service Provider will return to both properties and reconnect the meter, test, re-commission and leave all appliances in sound and safe working order.

APPENDIX A; Price Adjustment and Index Linking

The Service Provider's tendered prices shall remain fixed for the duration of the first year of the Contract. Service Providers will be aware that year one of the Contract will commence on 1st October 2023. Year two will therefore be deemed to commence on 1st October 2023 and subsequent years at 12 month periods following this. The Contractor must submit proposed price adjustments to the Client by no later than 12 weeks prior to the end of each contract year.

There will be an option to increase in line with CPI each subsequent year but this will not be binding.

Subject to satisfactory Contract performance, and with the agreement of both parties, the Contract may be extended in annual increments for an additional two years. In line with this and where appropriate, for the beginning of the Fifth year, and for all subsequent years, an increase shall be calculated as the movement between the Consumer Price Index from the previous anniversary date of the Contract and the anniversary for the current year. Movement will be highlighted in a format which the Client can easily audit and compare. Any movement will be capped at a maximum of 5%

The inflation shall be calculated by application of the movement in the All Items column of the **Consumer Prices index** as published by the Office for National Statistics, Prices Division, or if such publication is discontinued then whatever relevant document succeeds it.

The base index for calculation purposes shall be the index published for the January 2023 Index.

If appropriate the initial adjustment will take effect from 1st October 2024 in line with detail above and annually thereafter. Subsequent year's adjustment will be based on the September CPI figures in the year preceding the year of adjustment.

The adjustment shall be rounded to 1 decimal point.

The following example shows a typical calculation of CPI adjustment applicable from the fourth anniversary date demonstrating an increase. This is an example only the figures are not accurate or representative.

Example 1:

Commencement Date 01/10/2023

1st Anniversary Date 01/10/2024

Base Index in September 2023 = 126.8

Base Index as September 2024 = 136.8 $\frac{136.8 - 126.8}{126.8} \times 100 = 7.8\%$ Movement **INCREASE**

126

Applied from 01/10/2024



Raven
Housing Trust

Document D

Quality Response Template

Instructions

Bidders shall return:

- this document utilising the included text box (table) format for all the answers; plus
- requested supporting documents, clearly referenced, and numbered.

Word limits are provided for each question; responses that exceed the word limit will only be scored up to the word limit point. Case studies may be included but must be within the character limit.

Any additional information submitted which has not been specifically requested shall be excluded from the evaluation process.

Evaluation

The maximum quality score will be 60.00%. Scores are broken down by section and individual question and are summarised in the table below.

Criteria	Sub Criteria	Question Number	Weighting
Quality	Previous Experience	1	5.00%
	Infrastructure & Delivery	2	12.50%
	Training & Competency	3	5.00%
	Resident Liaison and Appointment Setting	4	7.50%
	Supply Chain Management	5	5.00%
	IT Integration and Data Management	6	7.50%
	Performance Management	7	7.50%
	Continuous Improvement & Quality Management	8	5.00%
	Social Value	9	5.00%

1. Previous Experience

Question Number	Question	Weighting
1	<p>Please give details of three relevant contracts, of a similar size and value, that you have delivered in the past 3 years which demonstrate your capability and experience to deliver Raven's contract requirements. Your response should, as a minimum, include details on:</p> <ul style="list-style-type: none"> • Customer organisation • Contract Mobilisation • Geography served • Contract start & end dates • Approximate annual value • Overview of services delivered • Call Centre Setup • Evidence of any added value delivered 	5.00%
(i) Home Group		
Scope of contract		Servicing, repairs/maintenance and replacements/installations to circa 9,000 domestic and 1,004 supported properties for gas and non-gas systems.
Start & completion dates		16.4.2022 to 30.09.2029
Approx. annual contract value (£)		£1,800,000.00
Brief description of contract (max 500 words) including evidence of delivery in line with Raven's requirements.		
<p>Contract mobilisation: GCS were originally allocated 3mths period to mobilise this contract, however, due to the incumbent terminating their delivery prematurely, the mobilisation period was drastically reduced to just 3 days. Plus, we also agreed to complete emergency electrical lighting works and plumbing, additional workstreams to those tendered for.</p> <p>GCS:</p> <ul style="list-style-type: none"> • Established a Mobilisation Team (Operations Director/Operational/Procurement Managers/Lead Engineer/ICT Director) • Defined key tasks and allocated those accordingly. • Data integration: Following the receipt of HG data, 3x members of our in-house ICT team worked over the weekend (32xhrs) to transfer Home Groups data to GCS LoneStar management system, with the first service letters going out on the Monday morning. • Resource – within 48hours: <ul style="list-style-type: none"> ○ appointed 8x direct engineers, from a 2nd tier contract, attending site induction within 48hours. ○ appointed 4x admin from our existing workforce to field job email requests, calling the customer and booking in appointments. ○ Our Operational Director appointed interim Contract Manager, and or National Operations Manager as interim Supervisor. • Van Stock: The 30 common van stock parts were agreed and ordered within 6hrs of notification, with City Plumbing. Van stock for all engineers was ready for collection within 24hrs and given to engineers after their induction. 		

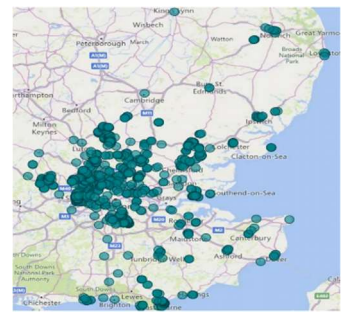
Due to our reactive nature, we were able to take over the contract providing a quality service under the very tight time constraints.

Geography served: London and South East

Overview of services delivered: Servicing, repairs and replacements & installations to gas and non-gas systems and renewables.

Scope of works include undertaking:

- An enhanced annual 3* gas (and other fuel) appliance service and any associated repair works.
- Production of LGSR in-line with GS(I&U) Regulations, Regulation 36 and 26(9).
- Repairs combining emergency (4hrs response), urgent (3-days), routine (7-days) and minor disabled adaptation (provision of grabrails etc).
- Electrical inspection, testing and servicing
- Renewable maintenance and repairs, ASHP, Solar,
- Ad-hoc boiler upgrade works, including full systems and boiler swaps, average 500 p/a.



Electronic interfaces between GCS and HG's management systems enabling job and completion data to be sent in real-time.

Work is delivered from our Havant branch, located within the contract area, with a ring-fenced, qualified and directly employed team of **16** delivering the works.

Call centre set-up: In hours contact centre within our Havant hub, with out of hours operated from our Glasgow contact centre. HG staff and HG residents can contact the call centre via direct phone number, email and live-chat facilities.

Evidence of any added value delivered:

We have already undertaken a benchmarking exercise since the contract commenced carrying our value engineering procurement due to 2022 materials increases, inflation and Ukraine war. This informed our selection of an alternative supplier Class 1 Materials, resulting in changing a fan specification from the original tender, that has generated a **£25** saving per fan.

We maximise the opportunity to undertake repairs in the property and identify funding services. To date we have provided **100% funding** for 92 and counting loft insulation, cavity wall insulation, First time central heating systems and the installation of ASHPs.

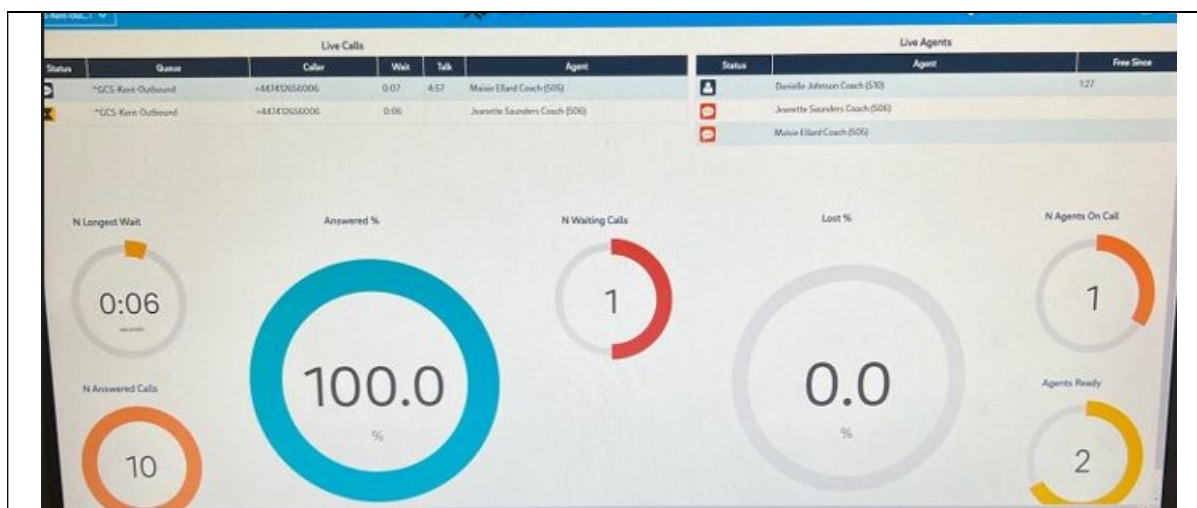
TESTIMONIAL Gas Call Services showed great aptitude to deliver a seamless transition when mobilising our Southwest compliance contract within 48 hours with such short notice due to unforeseen circumstances.

The prompt and hands on approach displayed from the Gas Call mobilisation team, ensured a continuation of service for our customers. Setting high standards from the onset, Gas Call have continued to deliver the same high level of service into the contract term, and we look forward to our continued working with Gas Call over the contract term.

Ian Thompson
Lead Maintenance and Contract Manager
Home Group

498 words (excluding testimonial)

(ii) Dover Council	
Scope of contract	3* Safety Inspections, Servicing and Maintenance contract to 4,200 domestic properties and 2 sheltered schemes.
Start & completion dates	01.04.2023 – 31.05.2027(Rewarded – original contract term 01.11.2019 – 31.03.2023)
Approx. annual contract value (£)	£1,200,000.00
Brief description of contract (max 500 words) including evidence of delivery in line with Raven's requirements.	
<p>Overview of services delivered: To 4,200 properties:</p> <ul style="list-style-type: none"> • Domestic Gas Servicing: Provision of fully comprehensive 3* annual gas servicing programme, including the production of Landlord Gas Safety certificate in line with GS(I&U) Regulations, Regulation 36 and 26(9). • 24/7/365 Response repairs, in domestic properties, to radiators, valves and hot water storage cylinders including all component parts, system tanks, expansion tanks, expansion vessels, immersion heaters (where in-situ), clocks, programmers, cylinder thermostats, circulating pumps, diverter valves, overflows, discharge pipes, all system pipework, condense pipes (together with condense pump, soakaways or "Condensafe" type components), fuses and batteries. • Servicing and repairs also cover non-gas systems • Carry out a programme of works for Installation and Replacement, (circa 250-300 per annum), plus ad-hoc installations. <p>Contract is run from our Canterbury office, supported by our Liverpool office, delivered by a dedicated team of 10, all directly employed.</p> <p>Contract mobilisation: When GCS were originally awarded the contract back in 2019, we mobilised the contract over a 12-week period.</p> <p>During mobilising, mobilisation team, identified the resource requirements based on; the contractual requirements, assets, programme dates, geography of properties, work history and TUPE information, to create a contract resource plan.</p> <p>After identifying resource requirements from TUPE, we set about a local recruitment drive to fill the remaining positions. To mitigate TUPE risk, plus for support in honouring pre-arranged appointments and providing cover for induction and training of TUPE and new staff, we over resourced the contract with our existing management, engineers, and technical staff.</p> <p>The final TUPE list presented 15% less staff than originally stated, however, due to over resourcing and our recruits starting and being inducted before the commencement date, this enabled us to start the contract with 18% increased resource.</p> <p>Geography served: Dover area, within Kent, covering 14.1km2.</p> <p>Call centre set-up: In-house call centre, based in Canterbury office, taking calls direct from Dover residents, supported by our Glasgow call centre for out of hours calls.</p> <p>We use live call monitoring via the following dashboard/metrics (screenshot below) within our Canterbury call centre:</p>	



Evidence of any added value delivered:

At the start of each month, we work with Dover to optimise the monthly servicing programme considering Dover's CRM data to prioritise properties with historic no access events. We then target these properties first in the service programme via our 'No Access' team operating alongside Dover's Gas Compliance Team, implementing tailored access plans. This initiative has been integral to **achieving and maintaining 100% compliance**.

A specification review subsequently determined that for a minimal increase in material costs, the use of bayonet fittings with metal inserts. The **new components** have now been incorporated within our imprest van stocks and void/planned works specifications across the contract – and are projected to save over £20,000 over the term of the contract.

With our partners (manufacturers, energy efficiency providers, Dover, we have undertaken field **trials of new products/renewables** on this Dover contract, including the installation of new shower heads at time of installation, saving customer £50-60 per annum based on 2021 data.

494 words

(iii) Edinburgh City Council	
Scope of supply	Gas Servicing and Maintenance & Planned improvement – Framework Agreements (4 years).
Start & completion dates	01.04.21 – 31.03.25 (Rewarded – original contract term 07.2017 – 07.2021)
Approx. annual contract value (£)	£1,800,000.00
Brief description of contract (max 500 words) including evidence of delivery in line with Raven's requirements.	
<p>Overview of services delivered: To circa 7,000 +Council owned domestic gas and non-gas appliances installed throughout the Edinburgh City area, includes for:</p> <ul style="list-style-type: none"> provision of servicing gas appliances, ensuring that the appliances/systems are serviced correctly and in compliance with current Gas Industry regulations (Gas Safety (Installation and Use) Act 1998) and manufacturer's instructions, within twelve months of the previous service. Production of Landlord Gas Safety certificate to the client and resident in line with GS(I&U) Regulations, Regulation 36 and 26(9). GCS currently 100% complaint. Working in line with Edinburgh's No access procedure. 	

- Carry out a minimum of 10% inspections by a qualified inspector. Edinburgh carries out a sanity check desktop audit of our submitted LGSRs – **current pass rate is 100%**.
- Reactive repairs/breakdowns to gas and non-gas heating systems in Domestic properties 24/7/365 - Emergency response within 2hrs and urgent response within 24hrs.
- Fitting, testing, servicing and maintaining safety devices to properties.
- Ad-hoc upgrade works to heating systems– replacement boilers/heating systems, fitting of radiators etc.
- Direct contact with residents 24/7/365.

Contract delivered from our Edinburgh hub office and supported by our Glasgow office, with a ring-fenced qualified team of 13, directly employed and 100% dedicated to this contract.

Contract mobilisation: Over a 6-week period, TUPE did not apply, within the mobilisation our appointed Contract Manager and scheduler spent a total of 4 weeks with Edinburgh CC staff attending their offices to fully understand their policies and working procedures, aligning our procedures to such and formed the basis of our induction for the contract.

Our HSQE Director, on review of the contract specification and inspection of property types, developed our quality assurance system and safe working systems.

Due to TUPE not applying, we initially placed existing staff (Supervisor and engineers) on this contract, whilst we underwent a local recruitment drive, whereby we recruited 1 Supervisor and 9 engineers.

Geography served: Across Edinburgh, covering 264 km².

Call centre set-up: We offer a 24/7/365 call centre function from our Glasgow based office, manned by 30 call handlers (25 in hours and 5 out of hours), taking calls from both Edinburgh CC personnel and residents. Contact is made by a low-rate phone number, with the same number used in and out of hours. Supported with a direct email manned by our contact centre staff, with one email for Edinburgh CC personnel and a separate one for residents.

The call-centre performance is monitored via our live key-metric dashboard - average call waiting time, volume of calls waiting, volume of calls taken, etc.

Evidence of any added value delivered:

- We deliver 24hr emergency install service for their vulnerable residents, ensuring they are placed on the utmost priority.
- In earlier 2022, we highlighted to Edinburgh CC a better value product to box all pipes in. In addition to being a better overall quality product the actual costs to purchase and install were also cheaper. After a number of test installations and meetings a specification change was agreed resulting in a 3% saving on every install.

496 words

2. Infrastructure & Delivery

Question Number	Question	Number of Words	Weighting
2	<p>Please give an overview of your physical delivery infrastructure, and ability to deliver the services in the areas that Raven operates. Please also outline your technical capability to deliver the contract providing information of all technical qualifications and accreditations.</p> <p>As a minimum, your response should give details on:</p> <ul style="list-style-type: none"> Anticipated resource structure for all roles allocated to this contract, supported by an attachment of an organisational chart. An overview of your infrastructure confirming all locations of offices and depots which will be utilised to deliver the contract. Please outline your approach to recruitment and retention of staff. The technical capabilities and accreditations of all engineers. Your ability to service and maintain renewable technologies and the associated accreditations that your organisation holds. Please confirm if you intend to deliver this contract with direct labour and or with subcontractors. If you intend to work with any subcontractors, please confirm who they are, what percentage of work they would deliver and the elements of work they will be responsible for. 	1200 words Plus, attachment	12.50%

Infrastructure

Gas Call Services (GCS) has grown from 1996 to become a leading gas service provider, specialising within the social housing sector providing to 87,000 properties throughout the UK.

We operate a 24/7/365 service, with a dedicated contact centres that co-ordinates our service. We handle circa 270,000 calls each year and offer a fully complaint service.

GCS currently deliver Service and repair works on a daily basis to circa 9,000 properties across the Raven geographical area. This subsequently provides an existing infrastructure which we'll apply to this Raven during mobilisation and local recruitment for:

- Resource (24 engineers/engineers and 4 Field Supervisors) to support while any TUPE transfers including new local recruitment
- Fleet – mix of Hybrid, EV and EURO 6 compliance vehicles – with tracking devices
- Regional offices support (Canterbury and Portsmouth) while co-location set up
- Set up 24/7 access to pop up stores possibility within Ravens facilities – access to supply chain partners, drop of box's, secure 24/7 container units for engineers 24/7
- Supply chain system (Independent/local suppliers – supported by National)
- Back-office support - technical, procurement, Health and Safety, quality control, customer care, ICT experts and LCL awards accredited training centre.

Having an existing presence in the area provides us with local knowledge which we will apply to this contract to assist in minimising delays and keeping appointments.

GCS senior management team have a **combined 172yrs of experience and knowledge** in delivering Servicing and repair heating contracts in the heating/social housing sector – who will be available to support this Raven contract.

Anticipated resource structure (Please see Appendix 2 for our resource structure)

Our structure will comprise of a highly experienced team, led by **Jason Bartlett, Operations Director**, and **Regional Contract, Manager Leon Newham**, who will provide a personalised service dedicated to meet the needs of Raven. They will establish an excellent working relationship with

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<p>Raven and all stakeholders, successfully delivering the contract to provide a locally based team and service across the area, which residents can easily access. This includes:</p> <ul style="list-style-type: none"> • A qualified Contracts Manager TBC, Co-located to oversee the contract. Responsible for: <ul style="list-style-type: none"> – Leading on the successful delivery of all aspects of the contract. – Ensuring compliance, best practice on a bottom-up approach led by the service requirements – Attending all contract meetings internally and with Raven. – Embedding a safe and customer-centric approach in our delivery. – Ensuring all Raven and GCS policies and procedures are carried out. – Monitoring/liasing with supply chain partners. • A ring-fenced working Supervisor TBC to deliver the day-to-day operations. Responsible for: <ul style="list-style-type: none"> – Resource allocation – WIP quality inspections and engineer assessments. – Liaison with Raven, residents and stakeholders, including supply chain. – Chairing tool-box talks, site inductions – Providing technical support. – Monitoring performance/maintaining KPI standards. • Appointment of ACS qualified RLO, S Petite, Co-located TBC, to deliver excellent customer care. Responsible for: <ul style="list-style-type: none"> – Resident liaison, engagement with resident and stakeholders. – Supporting hard to access properties. – Ensuring queries, complaints and concerns are resolved. – Attending consultation events/focus groups – Carrying out customer satisfaction surveys. • Allocation of dedicated Schedulers/Planners, C Baker/L Wood, TBC, to maintain daily administration of all works – responsible for: <ul style="list-style-type: none"> – acting as main point of contact for residents, arranging appointments and answering questions. – controlling and co-ordinating resource – driving customer care and logistical efficiencies using our Loanstar management system. 			

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- The use of a dedicated team of **multi-skilled competent engineers** to meet Raven and resident requirements.
- Our proposed engineer workforce includes:

Service	Repair	Install	Electrician	Voids	Commercial	Apprentice
3	3	3	1	2	1	1

- GCS will not appoint sub-contractors within our dedicated delivery team.

Supported by our back-office functions consisting of:

- Centralised Call Centre Facility managed and administered by 30 call handlers/administrators.
- ICT team of developers and user advisors, enhancing service efficiencies and innovation within our delivery.
- H&S Director, James Malone – with local H&S support, implementing/monitoring H&S safeguards/protocols, mitigation strategies, audits and reporting.
- Customer care professionals promoting a service of excellence.
- Procurement experts – monitoring market trends and implementing efficient supply chain procedures, identifying products of added value to clients.
- Sustainability leaders shaping and driving our sustainability strategy.

ICT LoanStar our **fully integrated works management system**, built in-house, encompasses full works order management, appointments and workforce scheduling, mobile device integration and planned maintenance programming. It is web-based system with all transactions happening in real activities (with escalation) that need to be undertaken to ensuring that an efficient service is being operated.

LoanStar has been integrated with Systems such as; Northgate, Keystone, etc

Staff Recruitment and retention GCS will apply our effective recruitment policy, which **promotes inclusion, equality and diversity principles** and best practice in the recruitment of staff.

GCS approach to recruitment is based around ring-fencing a dedicated, **local labour team**, contributing to the communities we serve whilst bringing service reliability and continuity.

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We have invested heavily in filling the skills-gap in the heating industry and we offer **apprenticeship opportunities** as standard, again recruiting from the local area and working in partnership with local businesses for training and engagement with school/college establishments.

All staff are **directly employed**, with **flexible conditions**, paid above the real living wage (**GCS are Real Living wage accredited**).

We fully support **career and personal progression goals**, providing opportunities via their **annual personal development plans**, promoting from within and quarterly staff committee meetings for them to have an **active voice** in shaping and advancing procedures/policies.

Plus, implement procedures such as '**Employee of the month**' so staff feel recognised and operate an **open-door policy** from SMT level.

To date our staff retention rate across heating contracts is **97%**.

Technical capabilities and accreditations of all engineers

We **promote a multi-skilled workforce** whereby our engineers hold a collection of:

- Gas Safe registered - Gas Competencies – CCN1/CKR1/HTR1/CEN1/MET1/CPA1; NVQ L2&3 Plumbing;
- NICEIC registered – 18th Edition, C&G, LCL L3 – Periodic Inspection, Testing, Condition Reporting & Certification of Electrical Installations, BPEC/NICEIC domestic ventilation training course, BPEC ventilation registered electricians on PIV systems, ASHP, Solar
- H&S induction and mandatory training certification.

Their qualifications and training are all configured in a contract **training matrix**, with in-built warning system to ensure continued validation.

Ability to service and maintain renewable technologies

GCS, who are **NICEIC and MCS accredited**, have expanded their expertise in line with client's requirements and industry advancements and have been delivering works on renewable heating systems for **over 10yrs**, with some senior and operational experts having almost 15yrs' experience in such systems. Currently, circa **2%** of our overall client stock portfolio now covers the following renewable systems:

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<ul style="list-style-type: none"> • ASHP/GSHP • Solar Panels/Thermal • Solid Fuel • CHP/MVHR <p>As a result, we have developed the skill set of our engineers to cover such systems, with 76% now qualified across a minimum of 2 renewable heating systems, as well as traditional Gas systems. offering a multi-skilled direct labour force to Raven.</p> <p>Labour model</p> <p>We will deliver the contract with a 100% direct labour team, ring-fenced to the contract. Sub-contracting will only be used for specialist requirements such as scaffolding and asbestos related works, and all sub-contractors will have to satisfy our rigorous vetting process to become a member of our local Supply Chain Club.</p> <p>Our local resource pool of 24x London/South East competent engineers, a % will support during mobilisation, ensuring KPI compliance, repairs, while recruitment is undertaken</p>			
Word count [1197]			

3. Training & Competency

Question Number	Question	Number of Words	Weighting
3	<p>Please outline the approach you take to ensure that all engineers deployed have the requisite skill, capability and training to deliver the services required.</p> <p>As a minimum, your response should detail;</p> <ul style="list-style-type: none"> • your approach to training and development of engineers, • how you identify training needs, • how you measure the quality and output of engineers including your independent auditing processes <p>Your response should also outline your organisation's experience and skills to deliver Ravens requirements in terms of renewables and advise your organisation's capability to deliver the required services for Mechanical Ventilation with Heat Recovery and Positive Input Ventilation Servicing and Maintenance.</p>	750 words	5.00%

GCS is committed to investing in the **learning and development** (L&D) of all employees and recognises that this investment is crucial to our long-term business success, with over **58 apprentices** employed over the last 7yrs.

Our considered investment in meeting development needs helps us retain key skills within the business and whilst enhancing our reputation as an employer and provider of choice. As evidence of our commitment, in 2014 **we opened an approved and accredited (LCL awards) training centre.**

We acknowledge skills, knowledge and experience required by GCS will alter over time as our market or client needs change. Therefore, it's our responsibility to help our employees meet these challenges by supporting appropriate development, whether for their current position or for other roles in GCS. *E.g.,* In 2019 (delayed due to COVID-19) we embarked on up-skilling all of our engineers in ASHP systems, aligned with industry developments.

Identifying training needs

We recognise that to improve the capability of our people, we must **continue to invest** in targeted L&D. To ensure GCS staff and our partners have the qualifications, knowledge/skills/attitudes necessary to meet current and future needs for Raven, a range of **training identification tools** are applied:

- GCS and Raven requirements – bespoke for each engineer and based around Ravens assets
- Apprenticeship requirements – for the long-term
- Any transferring and newly recruited staff - skills assessments, identifying upskilling
- Quality control measures i.e., quality audits, customer feedback/complaints, performance failure etc – allow time to train and share knowledge at toolbox talks inviting Raven to attend
- PDR's
- An **expiry alert system**, qualification database to record, monitor and track all training activities and certificate expiry dates.
- Technical bulletins/Statutory training i.e., H&S, E&D, Safeguarding, Customer Care etc.
- Heating technology advancements and manufacturer training
- Ensuring the office staff are qualified and trained to deliver the contract

Question Number	Question	Number of Words	Weighting
3	<p>Please outline the approach you take to ensure that all engineers deployed have the requisite skill, capability and training to deliver the services required.</p> <p>As a minimum, your response should detail;</p> <ul style="list-style-type: none"> • your approach to training and development of engineers, • how you identify training needs, • how you measure the quality and output of engineers including your independent auditing processes <p>Your response should also outline your organisation's experience and skills to deliver Ravens requirements in terms of renewables and advise your organisation's capability to deliver the required services for Mechanical Ventilation with Heat Recovery and Positive Input Ventilation Servicing and Maintenance.</p>	750 words	5.00%

We are **working closely** with preferred suppliers, energy organisations e.g., Agility, social housing and heating experts to ensure we stay at the forefront of advancements and industry changes, to **futureproof our workforce**.

For any shortfalls a tailored training programme will be developed.

Quality and output of engineers

Quality measures deployed by GCS included:

Monitoring of contractual failures - Our Contract Manager will monitor no access, defects, repeat visits, complaints, monthly and draw down to each engineer to identify failures; **e.g.**, those with higher-than-average defect volumes will have improvement measures implemented as required to rectify.

Capability charts: to assess individual engineers' productivity. Thus, ensuring each engineer is operating at optimum level and addresses whether additional resources are required against the demand of the contract.

Benchmarking: We benchmark engineers' performance on KPIs, highlighting training in conjunction with Ravens stock and against the performance on our other similar contracts.

Productivity dashboards: Used initially for performance purposes, productivity dashboards (example opposite) are also utilised to review the productivity of engineers.

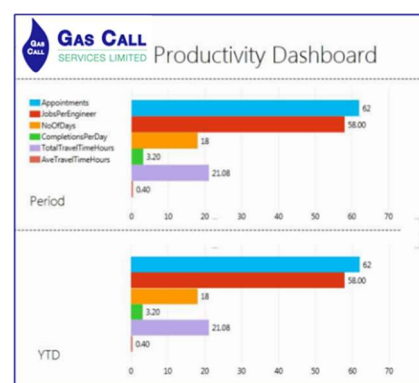
Independent auditing process – Risk based & Tiered approach

Audits (minimum of 1 WIP, 1 Post per engineer p/m) carried out by Supervisor,

Post completion audits – carried out by Compliance Auditor, independent to the contract delivery team, completing:

- 10% of servicing, repairs
- 100% installations
- 100% LGSR desktop audit.

Contract Manager: On a monthly basis will audit the supervisor audit and daily monitoring, with jobs selected at random.



Question Number	Question	Number of Words	Weighting
3	<p>Please outline the approach you take to ensure that all engineers deployed have the requisite skill, capability and training to deliver the services required.</p> <p>As a minimum, your response should detail;</p> <ul style="list-style-type: none"> • your approach to training and development of engineers, • how you identify training needs, • how you measure the quality and output of engineers including your independent auditing processes <p>Your response should also outline your organisation's experience and skills to deliver Ravens requirements in terms of renewables and advise your organisation's capability to deliver the required services for Mechanical Ventilation with Heat Recovery and Positive Input Ventilation Servicing and Maintenance.</p>	750 words	5.00%
<p>Contracts Director: On a quarterly basis, will audit the works of our Contract Manager and staff</p> <p>Health and Safety: Our H&S Safety Director will conduct random site audits monthly.</p> <p>External audits: we work with clients and independent auditors e.g., Morgan Lambert on our Home Group contract</p> <p>Corrective action process implemented where required.</p> <p>Monthly reports including stats, summary and actions taken, are generated by the Contract Manager and shared with Raven.</p> <p>Complaints/customer feedback:</p> <p>Reviewing feedback from customers highlight both good and bad quality areas, crucially from the customers perspective – reporting at monthly customer review workshops</p> <p>GCS experience/skills to deliver Ravens requirements in terms of renewables</p> <p>GCS, who are NICEIC and MCS accredited, skillset has expanded in line with client's requirements and as such we have been delivering works on renewable heating systems for over 10yrs, with some of senior and operational experts having almost 15yrs' experience and circa 2% of our overall client stock portfolio now covers the following renewable systems:</p> <ul style="list-style-type: none"> • ASHP/GSHP • Solar Panels/Thermal • Solid Fuel • CHP/MVHR <p>Whereby we have developed our engineer's skill set to cover such systems, to offer a multi-skilled direct labour force.</p> <p>Capability to deliver the MVHR and PIV systems required services</p> <p>Along with our experience of Home Groups MVHR systems, GCS also have experience of service and maintenance PIV units, within the London/South East region</p>			
Word count [748]			

4. Resident Liaison and Appointment Setting

Question Number	Question	Number of Words	Weighting
4	<p>Please outline your process for resident liaison, appointment setting and how this will deliver high levels of customer satisfaction.</p> <p>As a minimum, your response should include:</p> <ul style="list-style-type: none"> • your <u>proposed resource structure</u> for resident engagement, detailing the key personnel, their experience and relevant roles and responsibilities. • a <u>process plan</u> of all steps undertaken to engage with residents. This should outline initial engagement, appointment-setting procedures, property access protocols, failed access procedures and your approach to capturing customer satisfaction and feedback. • An overview of your process for dealing with a dissatisfied resident prior to a formal complaint being made and the measures you undertake in response to a resident's negative feedback. Outlining your timescales for issue resolution, communication channels, and how your organisation would look to avoid repeat occurrences of the same or similar issues. • your formal <u>complaints procedure</u>, from receipt of the complaint, through to customer satisfaction. Please highlight if you have a formal written complaints procedure. • Please also advise what your safeguarding procedures are and how any incidences would be reported to Raven. <p>Bidders may also attach a copy of any standard process flow documents to support their response.</p>	1200 Words Plus, Attachments	7.50%

GCS are committed to delivering a **customer centric approach**, where customers are the **heart of everything** we do. Within our delivery we will at all times deploy and set the level we expect from our staff to deliver high levels of customer satisfaction. All of our staff are obliged to comply with such standards and adherence monitored via our quality audit process.

Structure for resident engagement Please see [Appendix 4](#) for our proposed resource structure.

Regional Customer Liaison Manager, Carol Molyneux – Carol is a highly experienced and knowledgeable CLM, progressing into her current role from direct customer facing planner/co-ordinator and RLO roles. Her experience has given her keen insight into what excellent customer liaison and care looks like. Carol will be instrumental in the development and recruitment during mobilisation for a dedicated RLO. Carol responsibilities cover:

- Aligning GCS and Raven's customer liaison and customer care requirements.
- Developing tailored customer communication strategies.
- Formulating training programmes ensuring all customer facing staff are competent in excellent customer communication, delivering excellent service, etc.
- Chairing customer workshops/events with Raven, residents and training workshops with our staff.
- Overseeing Complaints management with the RLO

Our RLO, S Pettitte, will be responsible for:

- **Customer profiling** identifying individual requirements/need which require consideration in our delivery i.e., preferred communication
- Ensuring a high level of customer care is maintained.
- Communicating with residents for works due to be carried out, timescales and our contact details.

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- Keeping residents informed (written/verbal notifications of works/awareness of H&S), offering advice and practical solutions.
- Ensuring residents are issued with and taken through their Information packs (Heating Installations).
- Ensuring all communications with residents are available in differing languages and media
- Conducting regular liaison via; letter, E-mail/telephone/Zoom/1-2-1's
- Arranging/organising friend/family on site with our engineers to help any residents who require additional support.
- Provide additional liaison support with vulnerable residents.

Planner/Schedulers, C Baker / L Wood, TBC – the role will initially be supported by our existing team during mobilisation and post 3-6month, while we implement a recruitment programme. The Planners/Scheduler roles and responsibilities cover:

- To arrange appointments and provide updates – daily communication.
- Manage engineers' diaries via traffic light system
- Identifying any potential unknown vulnerability and acting accordingly.
- Verifying their preferred method communication and logging on the system.
- Complying with any flags on the system to consider when executing the works, relaying to our engineers accordingly.
- Raising any concerns to our RLO and Contract Manager.

Engaging with residents

Our procedures/policies are designed around offering a **flexible service**, providing a **customer focussed** service, providing **clear, concise, relevant, and timely** communication, before, during and after works, providing a **fully accessible service**.

The **customer journey**, in [Appendix 4](#), details the journey for a repair, service and installation is based on residents' individual requirements. By understanding Raven's residents, e.g., type of

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property, vulnerability, customer communication, access and delivery preferences we can develop tailored and flexible service options to ensure the customer service is suitably tailored to individual customers whilst still operating in with client's requirements.

From mobilisation we consult with customers direct via workshops and forums to ensure we start the contract on the right track, and we remain on track, via regular consultation events held throughout the contract term, reviewing and improving our engagement plans from their feedback to ensure we continually meet residents' requirements and provide excellent level of customer service.

Appointments









All appointments will be automatically fed/logged on our LoneStar CRM System, for adherence, flagged to our planner for processing and scheduled.

Both our RLO and Ravens will have live access to LoneStar and book appointments

The resident contact details are confirmed ensuring we have the most up to date information and their preferred methods of communication, with our admin prompted to confirm 'Property notification acknowledgement' before proceeding further.

To ensure that the residents are kept informed and up to date, our Dynamic Resource Schedule (DRS) and text messaging process will confirm appointments with residents by Phone, Text or email, for confirming appointments; a reminder 24hrs before, and when the engineer is en-route.

Property Notification Acknowledgment

	Mobility Impairment	 Done
	Long term illness	 Done
	Please contact tenant prior to visiting	 Done
	No contact details have been provided or updated. Please ensure you update or verify.	 Acknowledge

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Planners/Schedulers – manage engineers' workloads via a Traffic Light System – their daily orders, of 1x job at a time work in-line with the appointment times we are able to maximise output and minimise downtime of engineers – allowing for intervention

Example from our Dover Contract:

KPI2	Appointment Made&Kept	Target	Dec22	Jan23	Feb23	Mar 3
		97%	99.4%	98.1%	99.6%	96.9%

Communication via

- Initial letter of appointment followed with confirmation phone call, email, SMS text
- Flexible approach, evenings calls, weekends, (Bank Holidays – a service we provide on HG)
- System Safeguarding – GCS will ensure all appointment time slots are kept AM, PM, School runs

Dissatisfied resident

Our RLO will distinguish with Raven and resident focus groups what constitutes as a non-formal and formal complaint, enabling methods to be put in place to meet their requirements, underlining our joint objective to minimise formal complaints.

All of our staff receive training on how to respond to dissatisfied residents, resolving the issues **on-the-spot** via quick fix-no fuss apologies, with our manager gifting Love2shop vouchers, flowers, etc.

Such issues will require non or little investigation therefore our timescales for resolution on such feedback is maximum **48hrs**.

We will offer **various communication methods**, for Raven residents to raise their negative feedback, including online, by phone, direct email, resident satisfaction survey, social media or in person.

Each case of negative feedback is logged on a pre-determined log sheet by our RLO.

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Following such an encounter we request our staff to log such complaints via our internal complaints email, **to identify patterns, basic service failures and learn lessons** from these, as well as ensuring they are individually resolved quickly, and the resident satisfied with our response.

Formal complaints procedures

GCS have a formal written complaints procedure (**ISO9001 accredited**), designed to make sure complaints are dealt with **quickly, fairly, and effectively**, to the highest level.

- Stage 1 – resolved within 5 working days, by Contract Manager
- Stage 2 – resolved within 10 working days, by Operations Director

Complaint's Procedure – Appendix 4

Learning from mistakes is a critical requirement of our ISO9001 accreditation and we use complaints to improve service delivery as part of our continuous improvement process and promote best practice. We'll analyse complaints in a transparent way with Raven and ensure SIPs are implemented that avoid repeat events/trends.

Safeguarding

All our staff are trained on Safeguarding (awareness of all types of abuse/neglect) and the safeguarding procedure finalised/agreed with Raven at mobilisation.

GCS standard procedures are:

'Raising Concerns', Accident Helpline adds real value at the frontline of our service delivery to ensure that we act as the 'eyes and ears' of Raven.

Safeguarding concerns feature on Loanstar mobile app – allowing engineers to discreetly **report and log customer and also property safeguarding** concerns e.g., damp and mould – interfaced with Raven's system in real-time or via automated email to designated respondent.

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<p>We'll always comply with Raven's procedures contact the relevant personnel by the named methods immediately.</p> <p>Contacting emergency services – where we feel someone is in immediate risk.</p> <p>Our staff will behave in a way which protects themselves from false allegations in accordance with GCS, Raven's policies.</p> <p>All staff have access to Concern/protect app linked with LoanStar, safe check mode (welfare timer), worker down (monitors movement), red alert (direct alert) to GCS contact centre for immediate action.</p>			
Word count [1200]			

5. Supply Chain Management

Question Number	Question	Number of Words	Weighting
5	<p>Please demonstrate your ability to source, stock and access spare parts, both on a routine a special-order basis. As a minimum, your response should detail:</p> <ul style="list-style-type: none"> • Your approach to materials procurement • How you manage your supply Chain • How you ensure that first time fix is delivered via van stocks • How you will manage the warranty process with manufacturers 	500 words	5.00%

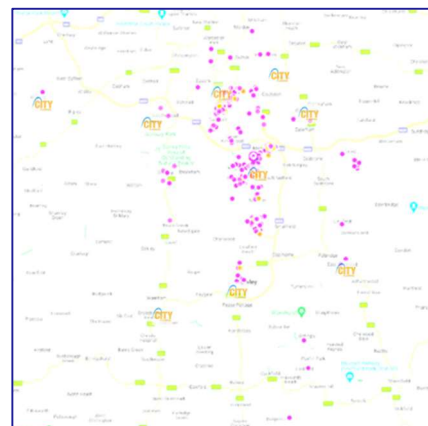
Procurement of Materials

Our key materials partner for this contract will be City Plumbing Supplies, and in-line with our commitments to ensure first time fix, along with service level arrangements in place with TP Group (BSS, Toolstation, PTS), Wolseley Plumb and Parts, and online Direct Heating Supplies.

As illustrated, right, our partners are ideally located, 9 Branches covering Raven's main stock concentrations.

Both City Plumbing and Wolseley supply chain partners have already agreed to provide us with a defined stock profile, dedicated resources, and electronic ordering interface.

We note that Worcester (13.6%), Vaillant (34.4%) and Ideal (47.6%) make up 86.9% of the assets. GCS have SLA to act as an agent for warranty works, with additional agreements covering training, registration of new installations, the monitoring of boiler performance, and research and development.



Supply Chain Management

Jason Bartlett Operations Director and Simon Bilsborrow, Procurement Manager, will work with our supply chain partners, to implement:

- A local store with access to parts 24/7 via secure container site and lockbox delivery
- Will deliver significant reductions in the value of cash tied up in the stock holding
- The contract will benefit from bulk purchase discounts
- City Plumbing has proved to be a reliable and trustworthy partner to GCS
- Proven interfaces between suppliers' systems and our engineer's Mobile APP for stock purchasing
- Innovative stock replenishment processes
- Manage and identify risk areas such as low availability and discontinued parts. On other contracts this has meant ring-fencing and bulk purchasing of stock, increased lead times or seeking replacement substitute parts, to maintain service levels
- reviewing stock every 30 days, identifying the top spare parts, accompanied with quarterly forecasting
- Close monitoring of supplier SLA performance

Imprest van stock management

To ensure high levels of **First Time Fix**, each of our engineers will carry a bespoke imprest van stock

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<p>of common materials as well as a stock of boiler parts developed in partnership with Raven (in-line with the profile of existing heating system assets). Due to kit of parts carried as van stock, we will be able to complete 98% of boiler repairs on a right-first-time basis.</p> <p>Van stock levels will be automatically amended as they are consumed, and automatic re-ordering initiated where levels drop below pre-configured thresholds. Collection of parts will be automatically scheduled into our engineer's diary when notification of availability is made by our supply chain partners. Van stocks will be automatically replenished by our Mobile Stock Replenishment process.</p> <p>Bespoke van stock holding the top 50 components aligned to Ravens assets.</p> <p>Warranty management</p> <p>In Warranty Repairs – In Partnership with our boiler manufacturers we are able provide a repair warranty with boiler appliance replacements. Our engineers will undertake manufacturer repair training, support with boiler first aid kits both domestic & commercial (1*)</p> <p>On a number of contracts, Home Group, Dover and Aberdeen we have secured approved in warranty repair provider status direct with manufactures for boilers and new installations to allow our engineer to undertake repairs directly and with no delay and to re-charge the manufacturer directly.</p>			
Word count [500]			

6. Integration and Data Management

Question Number	Question	Number of Words	Weighting
6	<p>Raven are keen to have an integrated IT system with the Contract Please outline your organisation's offer in terms of systems integration, data management and reporting.</p> <p>In your response, please detail the following:</p> <ul style="list-style-type: none"> • What systems and processes does your organisation have in place to manage all contract data relating to Raven's properties. • Please describe key features of any system or portal that will be made available to Raven. • How you will monitor and report on your performance against all KPI's as outlined in Appendix B1 - Preliminary Specification. • An overview of standard reports that will be made available to Raven to support the ongoing management of this contract. • How you will work in partnership with Raven to use the contract data to enhance current and future delivery requirements, throughout the life of the contract. <p>To support your response to these questions a maximum of 5 images may be inserted, to evidence your reporting function and capabilities.</p>	1000 words	7.50%

GCS systems and processes

GCS Microsoft CRM Asset and Work Management System, LoneStar, complies with GDPR and Cyber Security standards, will be used on this contract. Built entirely in-house, LoneStar is a bespoke solution for the Gas Industry. Our system application is web based and consists of a single page application built using ReactJS, that communicate with a suite of RESTful microservices, and data is stored in a of SQL database cluster.

Our website and web services are load balanced to improve performance by spreading requests across multiple servers and to ensure availability when servers require maintenance. The overview below details our IT solution capabilities:

Asset Management

- Property & Property Appliances
- Client, UPRN, Address Postcode and more.
- Geocoded accurate predict travel time to Job.
- Gas Servicing database – holding all gas servicing information, updated accordingly.
- Renewable service database – same as above.
- Contact and communication preference management.

Work Management

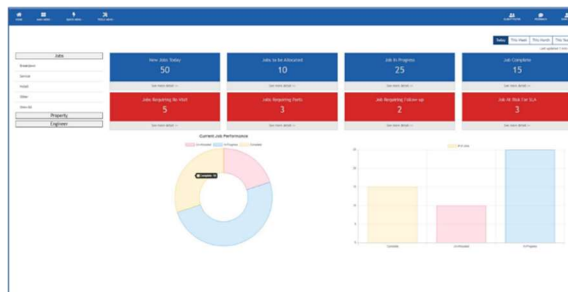
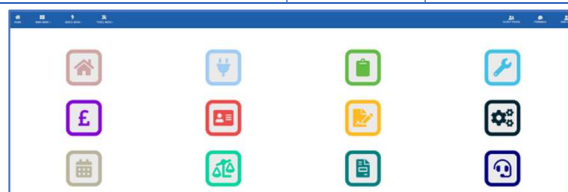
- Work orders (WO) associated to a property
- Multiple Visits logged against same WO for multi-visit jobs.
- Logged by Work Category (Service/Install/Breakdown)
- RHT Specific Priority, SLA calculated and attached to Job upon logging.
- All notes, Documents and Photos attached at Job Level and visible at WO level.
- Live progress tracking.

Client Portal

Question Number	Question	Number of Words	Weighting
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Our web-based portal shall be accessible via password protection to a number of nominated staff allows users to view the complete history of all orders, with all the captured data from that visit available, this includes:

- Full details of requested work
- Full details of engineer's activity for each order, resource details, arrival, departure, no accesses, resolution codes, engineers' comments and recommendations
- All resident interactions, inbound from Raven or the resident and outbound from GCS.
- Copies of all appointment letters sent/Phone Calls/SMS Messages/emails
- Access to Photograph/No access cards left.
- Landlord's Gas Safety Certificate
- Completed dwelling service sheets.
- Photograph of Warning Notices



Additionally, we will **produce automatic reports** to be distributed which will include but is not limited to:

- The Contract KPI's
- Resource List/qualifications/training for staff on the contract
- Each address that has had more than 3 visits – investigation

LoneStar Additional Key Features for Raven

Integrated Communications

- Messages sent from system via Email/SMS/Phone
- Attached to the Job and the Contact in question for complete auditability.

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- Automated appointment confirmation/reminders.
- Opt-out through STOP message or unsubscribe link.

Absence Management

- Log Absence Request (Holiday/Sickness/unpaid) through admin or APP.
- Managers Review comparing Workload and correlating absences, can approve or reject.
- If Approved, Diary is blocked out.
- If resource had work for absence period, work will be removed and re-allocated or put in the un-allocated area

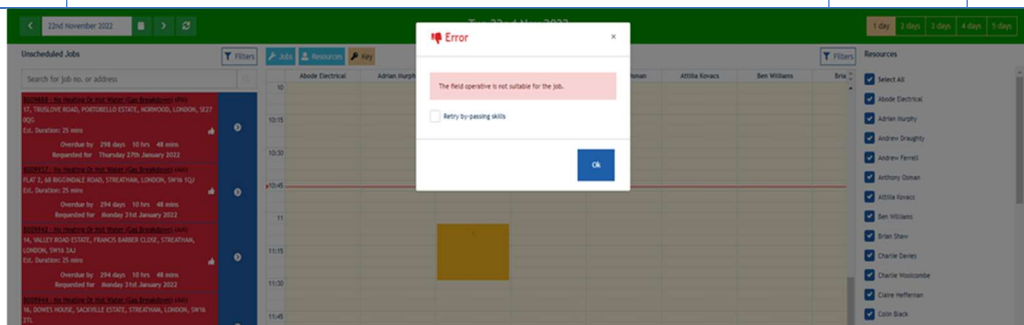
Schedulers

- Manages workload, matching suitability for order to engineer based on Skills/Qualification, and asset
- Manages availability using their Working Week, Requested Absences and Call-Out Rota.
- Work can be drag & dropped across users; suitability is checked before a dropped job sticks.
- Filterable Un-Allocated Jobs can be searched (Client, Job Type, Postcode) and dragged onto suitable resources.

The screenshot displays the LoneStar Schedulers interface. On the left, there is a list of jobs with details such as 'Job ID', 'Client', 'Job Type', and 'Status'. The main area is a grid where these jobs are assigned to resources (engineers). The resources are listed at the top, including 'John Smith', 'John Doe', 'John Brown', etc. The grid cells are color-coded: red for 'Unallocated', yellow for 'Allocated', and blue for 'Booked'. A search bar at the top allows filtering by job ID or name.

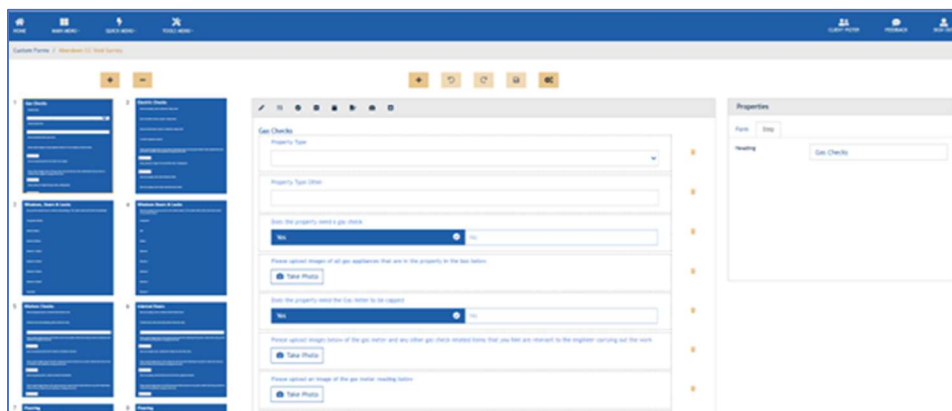
The below error message will appear on LoneStar if a job is attempted to be placed to the wrongly qualified engineer

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Custom Forms

- Custom Form Builder
- Configuration to control what forms go down with a job and whether it's required.
- Can be configured to integrate with job logging to generate call scripts.
- Bespoke reports to generate certificates or can use a generic report.



Integration System

Bespoke system built in-house using a combination Windows Service, Web Services, and a SQL database back-end. We develop modules for each specific system so if we are required to integrate

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with that system in the future, there is little to no development involved, simply Raven configuration. (*Successfully integrated with Home Groups CRM systems in 2022*)

Inbound Windows Services: Runs client specific modules configured to a schedule set-out by the client, and has the following functions:

- can pulls files in when file based through SFTP or local intranet files.
- make calls to a Ravens Web Service endpoint.
- deals with, Jobs job Updates, Cancellation and Property reconciliations.
- Data collected is transformed to our generic data model and processed centrally

Monitor/Report on KPI performance

We will collect, collate and analyse KPI data using our, LoanStar; using Raven KPI's (**Section 2.42.3. Document B Tender**) and upper quartile targets as **performance benchmarks** and **for early warning signs** of performance failings.

LoanStar will ensure that all Raven's KPI data is recorded and captured via Mobile APP in real-time; with many data fields requiring mandatory completion as part of the job progression process. All data inputs are automatically date/time and location stamped, including the collection of customer satisfaction data and electronic customer sign off, if required.

Overview of standard reports

GCS have a suite of standard reports available for RHT e.g., progress of works, no access, completed/uncompleted jobs, missed appointments, material usage, first-time-fix, compliance, asset report, etc.

During mobilisation, we will jointly establish and discuss with Raven your **Raven's management report** requirements (**Section 2.12 Document B Tender**), in finer detail, understanding content requirements -to develop reports which provide Raven with the data they require, exactly how and when they want it.

Question Number	Question	Number of Words	Weighting
6	<p>Raven are keen to have an integrated IT system with the Contract Please outline your organisation's offer in terms of systems integration, data management and reporting.</p> <p>In your response, please detail the following:</p> <ul style="list-style-type: none"> • What systems and processes does your organisation have in place to manage all contract data relating to Raven's properties. • Please describe key features of any system or portal that will be made available to Raven. • How you will monitor and report on your performance against all KPI's as outlined in Appendix B1 - Preliminary Specification. • An overview of standard reports that will be made available to Raven to support the ongoing management of this contract. • How you will work in partnership with Raven to use the contract data to enhance current and future delivery requirements, throughout the life of the contract. <p>To support your response to these questions a maximum of 5 images may be inserted, to evidence your reporting function and capabilities.</p>	1000 words	7.50%
<p>Sourcing of all project information from LoanStar records, providing both Raven and our Contract Manager, co-located with real-time data.</p> <p>Raven pre-authorized staff members will have access to our LoneStar web portal to run reports at any time and provided with relevant training and guides provided.</p> <p>Working in partnership</p> <p>Working with total transparency with the contract data, we can work together to shape Raven's future property investment programmes by asset analysis from data captured at service and repair visits. Providing Raven with a deeper understanding of their assets to drive continuous improvement and innovation within our service and we are not just referring to the heating system, the data can extend to capture a range of asset data e.g., damp and mould and resident data e.g., vulnerable households who require extra support.</p> <p>We will monitor trends including the top 30 repair causes, high frequency/cost properties (hot-spots), low frequency properties, repairs within 6mths of installation and component performance – driving value for money within Raven's specification.</p> <p>With Raven we will use the contract data to identify and track KPI trends.</p>			
Word count [999]			

7. Performance Management

Question Number	Question	Number of Words	Weighting
7	<p>Raven are keen to working partnership with the Contractor to support the delivery of a high-performing contract. Please provide an overview of how your organisation manages its performance, outlining the techniques and tools used to ensure high compliance of the below KPI's:</p> <ul style="list-style-type: none"> • 100% Servicing and LGSR certification • 95% First Time Fix Rate • 95% Positive Customer Satisfaction 	750 words	7.50%

Overview of managing performance

GCS continuously manage performance applying a holistic approach, which is **proactive rather than reactive** in nature, implementing multiple monitoring tools, covering:

- KPI's (contractual and internal)
- QMS/quality audit regime.
- Reporting/Dashboard (real-time data)
- Strategic performance reviews/benchmarking
- Contractual failures e.g., every no access, repeat visits.
- Personal Development Plans/Incentives.
- Contract data from IT system Loanstar, implemented on all contracts.
- Utilising resident and Raven feedback.

Reviewing information from all of the above regularly enables us to drive performance improvements.

Techniques and tools for

100% Servicing and LGSR certification: GCS committed to achieving and maintaining 100% compliance, as per our track record, via:

- **Ring-fenced service team** of dedicated engineers for domestic, commercial and renewables
- **Customer profiling** exercise – the importance of a focused customer journey
- Pre-arranged **convenient/flexible appointments** – driven around residents needs, lifestyles
- **Positive communication** protocols keeping customers informed via preferred methods.
- **Pro-active access protocols** to minimise pass backs e.g., extending access procedure timescales, RLO investigating any changes, calling out of hours to arrange service appointment, tailored access plans for repeat offenders etc.
- **Access incentives** for example: GCS enter all residents who have allowed first access into a yearly draw, with 3 winning monetary awards towards their annual fuel bill.
- Introduction of **MOT-style gas servicing**, proven to support efforts to reduce access issues.
- Our **level of service resource is driven** by the service expiry dates and the following factors: geography/travel/congestion points, known hard to access properties, working hours/day (max

Question Number	Question	Number of Words	Weighting
7	<p>Raven are keen to working partnership with the Contractor to support the delivery of a high-performing contract. Please provide an overview of how your organisation manages its performance, outlining the techniques and tools used to ensure high compliance of the below KPI's:</p> <ul style="list-style-type: none"> • 100% Servicing and LGSR certification • 95% First Time Fix Rate • 95% Positive Customer Satisfaction 	750 words	7.50%
<p>8 service jobs p/d), holidays/absences, contractual appointment slots and estimated time to service the different boiler types.</p> <ul style="list-style-type: none"> • An ideal servicing schedule is created to allow services to be booked and planned around Ravens footprint and appliance types - ensuring the correct engineer is available to carry out the service, within the right allocated time for the type of appliance. • Managed on a daily basis through 'Service Expiry Manager' tool, providing transparent information on the current programme status. providing an 'At risk' property register to pro-actively identify any potential compliancy issues. • 100% of electronic LGSR's subject to desktop audit before release. <p>95% First-time-fix rate</p> <ul style="list-style-type: none"> • Apply the following proven approach: <ul style="list-style-type: none"> ➤ Right diagnosis – Joint training and support initiatives promoting correct diagnosis. Using a set of key questions and knowledge, diagnostic tools, with technical support available 24/7/365 for diagnosing repairs correctly. Diagnostic element audited annually. ➤ Right time – LoanStar our works management solution utilises dynamic resource scheduling, geocoded, to meet contractual SLA's and resident's preference - A pop-up allows staff to offer the most efficient appointments. ➤ Right equipment/tools – engineers will have Raven imprest van stock and we'll utilise our mobile stock replenishment team (Team Leader) for on-site delivery. LoanStar via integration with our supply chain merchants APP, facilitates the real-time automatic ordering, re-ordering, of imprest van stocks, and non-stock items. E.g., Due to kit of parts carried as imprest van stock, we complete 95-98% of boiler repairs on a Right First-Time basis based on the primary heating appliances. ➤ Right skills/engineer – our ring-fenced workforce will be experienced, qualified, inducted, highly trained. Our DRS within LoanStar uses our skills matrix to ensure only engineers selected: <ul style="list-style-type: none"> ○ Ring-fenced for Raven ○ Hold right skills/qualifications/training/accreditations ○ Can complete orders on the given time allowance ○ Hold the bespoke imprest van stock • We encourage staff to pursue additional training/qualifications to further develop multi-skilled workforce. Engineer skill set matching Raven stock, including identifying a fix rate ranking on the appliance profiles - with shortfalls rectified by additional training centre and/or via manufacturer training. 			

Question Number	Question	Number of Words	Weighting
7	<p>Raven are keen to working partnership with the Contractor to support the delivery of a high-performing contract. Please provide an overview of how your organisation manages its performance, outlining the techniques and tools used to ensure high compliance of the below KPI's:</p> <ul style="list-style-type: none"> • 100% Servicing and LGSR certification • 95% First Time Fix Rate • 95% Positive Customer Satisfaction 	750 words	7.50%
<ul style="list-style-type: none"> • Monitoring every repeat/recall visit, investigating the cause to understand whether materials, workmanship or use of system to implement rectification/improvement measures. <p>95% Positive customer satisfaction</p> <ul style="list-style-type: none"> • Flexible service shaped around customer needs and requirements, not GCS's. • working with Raven and residents to deepen understanding of what is key to customers, replicating in our processes/procedures/delivery. E.g., On our HG contract, we hold biannual customer conversation events to liaise with customers, driving continuous improvement from the customers perspective. • keeping customers informed at all times, via their preferred methods. We offer multiple forms of communication to ensure all have equal access to our services and we cater for all needs e.g., family/friends' scheme, visual aids, Translator APP. Each contract has a tailored communication strategy, reviewed 6mthly to remain relevant. • Embedding our right-first-time approach and respectful culture, to minimise customer disruption and stress. • Reliable service who are devoted to meeting appointments, via robust resource controls, minimising customers inconvenience. • Going above and beyond, e.g., advanced aftercare procedures, preventative, whole-house, checks, carrying out additional work within the engineer's skill set i.e., fixing a tap, etc. 			
Word count [749]			

8. Continuous Improvement & Quality Management

Question Number	Question	Number of Words	Weighting
8	What measures do you take to ensure effective quality management? You should reference any accreditations that you hold in this regard. How do you identify areas for improvement in your business, and what steps do you take to enhance performance? Please also outline your organisation's quality assurance process and standard approach to post inspection.	750 words	5.00%

Quality Management System (QMS)

Consistently good quality works and standards of service delivery are delivered via our Business Management Systems (BMS), **accredited to ISO 9001/14001/45001 standards**. Our BMS ensures consistently high-quality workmanship, excellent customer service standards and efficient and safe works using proven quality assurance procedures. To ensure quality control is compliant, we are:

- ✓ GasSafe, MCS, NICEIC, Oftec Registered
- ✓ ISO9001 Accredited

We undertake:

- ✓ monitoring of ACS qualification
- ✓ engineer annual capability assessments and individuals KPI monitoring against SLA's
- ✓ training and personnel development programmes
- ✓ 100% Quality control Audits
- ✓ 25% quality control inspections by QA on the local site team
- ✓ Monthly HSEQ Audits and inspections
- ✓ Quarterly audits on operational centres to assess if the management are in control of gas works

We learn from:

- ✓ Customer Feedback/consultation events
- ✓ Lessons Learnt Workshops/forums.

We implement:

- ✓ Service Improvement Plans

Quality is monitored through post, WIP and visual inspections by our Manager, Supervisors and **Compliance Manager, Paul Cook**, who acts independently from operations is a *Quality Auditor*, *ACS/LCL awards Level3 award in Auditing of works qualified*.

Identify areas of improvement and enhance performance

We are pro-active in our approach continuously analysing data across our business in order to improve our processes and enhance performance. Key to identifying areas of improvements and steps taken to enhance performance are:

- **Tracking KPI's** set across company level, per contract and per engineer levels.
- Reporting on **performance failure** by process, workmanship and component.
- **constantly benchmarking** our performance against other contracts and the wider sector.
- **GCS continual improvement group**, with reps from every level of the business, perform **deep-dive** exercises into data to analyse contractual performance, complaints, trends to specific contracts, areas etc, whilst generating ideas for improvement and innovation.
- **Monitoring trends** and putting in place improvement plans to remove the root cause of failures.

Question Number	Question	Number of Words	Weighting
8	What measures do you take to ensure effective quality management? You should reference any accreditations that you hold in this regard. How do you identify areas for improvement in your business, and what steps do you take to enhance performance? Please also outline your organisation's quality assurance process and standard approach to post inspection.	750 words	5.00%
<ul style="list-style-type: none"> • Customer feedback and consultation – acting on comments and recommendations. • Personal Development Plans, staff open forum for feedback and performance incentives. • Provide data in the required format via interface between our works management system and Raven's system in order to allow Raven to report on performance. • Value engineering reviews of processes and specification. We propose that these are undertaken quarterly on each service stream (servicing, repairs, installations etc.) during the first year and then annually thereafter. • Manage risk via bespoke risk register, with constant monitoring by our Contract Manager. • Monitoring and review of H&S record and environmental impact statistics. • Setting and tracking supply chain SLA's/KPI's, working in partnership. <p>Relevant corrective actions are identified and implemented via improvement plans- covering the following steps:</p> <ol style="list-style-type: none"> 1. Review the process to understand what caused the under-performance. 2. Analyse the prevention process that should have prevented the under-performance. 3. What other potential under-performance may present themselves as a result. 4. Rectification measures, re-design of procedures/processes/delivery implemented. 5. Measuring success using a comparative measure. <p>Shared and communicated with all stakeholders.</p> <p>Quality assurance process</p> <p>Monitoring quality control is through our ISO 9001 accredited quality assurance processes, including the undertaking of:</p> <ul style="list-style-type: none"> • On a monthly basis our gas supervisor undertakes on each engineer as a minimum: <ul style="list-style-type: none"> ○ 1 work in-progress and ○ 1 post completion. • Operational Centres have quarterly audits completed by our Compliance Manager to assess if the management are in control of gas works. • All of the audits have a corrective action process which are attached to the audit sheet explaining the failures and recommendations, a timescale to complete these findings is agreed with the Manager. • On a risk assessment basis, the Compliance Manager will complete post complete and work in progress audits of a percentage of engineers/supervisors. • Monthly reports are generated by the Compliance Manager, are provided through to director level. • Any gas incidents (RIDDORS etc.) are reported immediately to the H&S Manager and the Compliance Manager. <p>Early Warning System</p>			

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<p>Our QA process has a Non-Compliance Report (NCR) procedure that we use in situations where we have exhausted all other methods to resolve problems, including quality issues. We stress that we strive to resolve problems on our projects without having to resort to serving an NCR.</p> <p>Post-inspections</p> <p>Internally:</p> <ul style="list-style-type: none"> ✓ 10% sample of repairs and servicing. ✓ 100% installs ✓ 100% LGSR desktop audit with photos taken by the engineer for FGA readings to support desktop audit ✓ 100% of boiler/system replacements <p>Externally:</p> <ul style="list-style-type: none"> ✓ Corgi Technical Services <i>e.g.: on our Aberdeen contract a sample of LGSRs are sent to Corgi and report back to Aberdeen and Morgan Lambert on HG contract</i> ✓ Our ISO is audited every 6mths by Alcumus ISOQAR Ltd. ✓ NICEIC 			
Word count [749]			

9. Social Value

Question Number	Question	Number of Words	Weighting
9	<p>Raven are dedicated to delivering positive environmental, sustainable and social outcomes within the communities that they serve.</p> <p>Please outline your commitments and approach to deliver positive ESG outcomes include the below areas:</p> <ul style="list-style-type: none"> Your approach to reduction of carbon emissions and environmental sustainability Please describe how your organisation measures and monitors its environmental impact; and the steps put in place to reduce identified environmental impacts i.e energy efficiency measures, etc. Summarise any additional commitments that your organisation will deliver to drive positive environmental, social and sustainable impacts within the communities which Raven serves. 	750 words	5.00%
<p>GCS like Raven are also committed to achieving net zero carbon emissions by 2050. GCS are ISO14001 certified – one of only 8% of UK businesses that hold such certification. We also hold an Environment Agency Waste Carriers licence for transporting waste products safely.</p> <p>GCS have embarked on an ambitious plan to reduce our carbon footprint (from a 2021 baseline). In 2021 we created a Carbon Reduction Plan (CRP) in-line with UK Government Procurement Policy Note (PPN) 06/21. In this plan we clearly demonstrate our commitment to reaching Net Zero Carbon by 2050 and becoming a circular business.</p> <p>Our plan, supplemented by our Carbon reduction policy statement, provides a focussed approach to carbon emissions reduction and environmental sustainability, by initially addressing Scope 1 and scope 2 emissions and better understanding Scope 3 emissions of GCS and what we can do for our clients Scope 3 emissions. Our approach provides a clear indication of where we are and where we need to be, setting clear targets and subsequent projects to achieve yearly improvements.</p> <p>We monitor and measure our carbon performance by;</p> <ul style="list-style-type: none"> monthly analysis of our Waste Monitoring Management System, cost of any environmental damage incurred by our activities. reports on the mileage, fuel efficiency and fleet transition to monitor the positive action we take to continually reduce the environmental impact of our fleet. Contract environmental plans and report, which details the carbon footprint for each contract we deliver, including; supply chain, resource plan, travel implications, energy performance certification, training and undertaking feasibility studies aligned to legislation e.g., MEES. Baseline reference point to measure our year-on-year emissions reduction. <p>In support we have established group of Carbon champions, who are instrumental in shaping and informing the development of our carbon footprint and working practices:</p> <ul style="list-style-type: none"> GCS have embarked on an ambitious strategy to replace our front-line fleet to Hybrid/Electric vehicles by 2030. GCS Raven Fleet will be a mix of either Hybrid, EURO 6 Standard and Electrical vehicles Fleet monthly condition reports highlighting, mileage, and driver efficiency. All engineers attend the RoSPA ECO-Driving course and regular toolbox talks to our staff. 			

Question Number	Question	Number of Words	Weighting
9	<p>Raven are dedicated to delivering positive environmental, sustainable and social outcomes within the communities that they serve.</p> <p>Please outline your commitments and approach to deliver positive ESG outcomes include the below areas:</p> <ul style="list-style-type: none"> Your approach to reduction of carbon emissions and environmental sustainability Please describe how your organisation measures and monitors its environmental impact; and the steps put in place to reduce identified environmental impacts i.e energy efficiency measures, etc. Summarise any additional commitments that your organisation will deliver to drive positive environmental, social and sustainable impacts within the communities which Raven serves. 	750 words	5.00%
<ul style="list-style-type: none"> Sustainable procurement policy approach is to maximise use of natural resources and increase usage of more eco materials. GCS's Circular economy strategy – commits our staff to reducing waste throughout the lifecycle of business practices, based on waste hierarchy (prevent, reduce, re-use, recycle and dispose). EVIDENCE: We have diverted 98% of waste from landfill from our projects since September 2022. GCS actively work with manufacturing partners and energy efficiency partners e.g., Agility Eco to develop innovative new technology such as smart controls, power saving shower heads, chimney and toilet balloons and energy management. EVIDENCE: We measured that for each customer who had, the shower head fitted they saved around £50-60 p/a in their fuel bills. Free Fuel Bill schemes – ensuring residents are on the right and tariff and energy usage is carried out at the most efficient times. EVIDENCE: On our East Kent contracts we have referred 240 residents to date to the Agility Eco fuel tariff scheme, in which they have saved on average £150-200 per annum. Working with our partners “Dyson Energy Services” we explore the requirements of a true whole house solution and a fabric first method, with our clients. EVIDENCE: Over the past 12mths, we have installed circa 77,000 energy efficient measures throughout the UK. Instalment of renewable heating systems, solar panels, across GCS owned offices. Sustainable scheduling – management system built to now incorporate energy reduction initiatives, achieving route optimisation and reduced carbon footprint per job. Company campaigns – multiple company campaigns to reduce travelling including increased accessibility to homeworking, vehicle sharing, video conferencing, reducing single use plastics Resident campaigns – working with clients, delivering multiple campaigns on reducing carbon emissions, energy efficiency etc. Local Employment – to have a ring-fenced of 80% locally employed living within Ravens Assets <p>Additional commitments</p> <p>We'll tap into Raven's sustainability strategy to help Raven meet the strategy's main objectives/deliverables/targets by supporting customers by providing further advice and provide easy links /signposting to forums for tackling fuel poverty, efficient planning to reduce travel times when delivering the works, Raven specific waste management plan, support Raven on their quest to bring in external funding, bio-diversity campaign such as installing swallow bird boxes, using our qualified/experienced staff to complete EPC's at services visits, utilise DES and AgilityEco to provide expert advice on fabric first technology.</p>			

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<p>Plus, work experience placements, community fund, career events promoting a green career, training for Raven staff and residents, etc. Formalised, with Raven, at mobilisation.</p>			
Word count [748]			