1. **Background Information**
	1. **Introduction**

* + 1. Magenta Living is the largest registered housing provider in Wirral and a not-for-profit organisation, owning and managing just under 13,000 properties. Employing around 500 staff, we are a significant local employer demonstrated by Investors for People Gold Standard and retaining our Customer Service Excellence Certificate.
	1. **Scope**
		1. The scope of the services under this Framework Agreement, and in respect of individual call-off Asbestos Management and Remediation and works
		2. The scope of service has been developed by Magenta Living compliance team, in consultation with Lucion Environmental and key users of the existing services based on current and future requirements.
		3. The Framework Agreement will be split into 2 Lots to cover a range of asbestos services as shown below in Table 1 and an element of consultancy advice and training.

Table 1

|  |  |
| --- | --- |
| **Lot**  | **Requirement** |
| Lot 1 Empty Homes (Void) | Non-Licenced Works, encapsulation, repair, Licenced removal and disposal to Void properties |
| Lot 2 All other Magenta property types requiring Communal and Planned Works | Non-Licenced Works, encapsulation, repair, Licenced removal and disposal to all other property types and communal areas including: Planned Removal (Kitchen & Bathrooms)Responsive Repairs RemovalsEmergency Removal / Environmental Clean UpCommercial RemovalRemoval in conjunction with Rewire Programme  |

* + 1. Providers should note that the sites and buildings in Magenta Living asset base vary considerably between sites in their age, type and usage. Magenta Living may allow Providers to undertake site surveys as part of the process.
		2. Providers must be able to provide all elements outlined in this specification (as a minimum), and work with Magenta Living to determine their exact requirements.
1. **GENRERAL REQUIREMENTS – APPLIES TO BOTH LOTS UNLESS OTHERWISE STATED**
	1. **Framework Coverage**

* + 1. The portfolio to be covered by this Framework Agreement is that of Magenta Living in an area of North West England incorporating Wirral and Cheshire
		2. Providers are to ensure that they can cover the geographical area of the portfolio at present and in future organic business growth. It will be Providers responsibility to update Magenta Living of any changes in their capability throughout the term of the Framework.
	1. **Works allocation**
		1. The allocation of Orders for the Services will be by Direct Award to the topped ranked Provider on the specific Lot based on capacity and performance.
		2. If the topped ranked Provider on a specific Lot indicates they do not have the capacity to undertake the Services, the Order will be allocated to the next ranked provider and so on
		3. If performance levels continuously fail to meet the specified KPI’s Magenta Living reserve the right to allocate the Order to the next ranked Provider on the specific Lot
	2. **Call-Off Orders/IT requirements***.*
		1. Provider must be able to access and manage Magenta Livings contractors (Northgate) portal to accept works orders, process jobs including the updating of job status and completions including processing financial claims. A flow diagram of this is provided in Appendix E.
		2. Providers will be provided with log in’s and initial training and guidance when first using this portal and any costs associated with this must be bore by the Suppliers with no reimbursement being applicable for the duration of the Framework Agreement.
		3. As well as receiving and completing works orders through the portal, Magenta Living requires Providers to provide any documentation such as reports and certification in PDF format, sent to a secure FTP file location (SFTP). Documentation is to be provided on a daily basis or as required by Magenta Living. All files must also be named in the following format to allow uploading into Magenta Livings systems. PRO\_PROPREF – YYYY-MM-DD.pdf. Providers will again be given guidance on this upon Framework commencement.
		4. In answer to the request from Magenta Living for Providers to carry out services, it is Providers’ responsibility to liaise with Magenta Living and obtain all information necessary to enable the services to be carried out at the appointed time and within the allocated timescales.
		5. The Provider must respond within 1 hour with acceptance of the Order.
		6. In the case of an emergency call out, Providers must respond to ML immediately
	3. **Regulations and Legislation**
		1. Providers shall undertake all work to guarantee any services provided for the duration of supply agreements, with Magenta Living, meets all current (and future) regulations and legislation. In order to meet this requirement, Providers will use the latest Approved Codes of Practice and Guidance relating to their services.

* + 1. Providers shall carry out their services in accordance with, but not limited to, the following:
* Control of Asbestos Regulations 2012 (CAR2012)
* Asbestos: The Survey Guide – HSG264
* HSG247Asbestos: The licenced contractors guide
* Asbestos Licencing Regulations 1998
* HSG53- Respiratory protective equipment at work
* HSE’s Asbestos Essentials (HSG210 Essential Task Manual)
* Personal Protective Equipment Regulations 2002
* HSG248Asbestos: The analysts guide for sampling, analysis and clearance procedures
	1. **Competence**
		1. Providers appointed to the Framework (or their approved nominated subcontractor), must be licensed to carry out works with asbestos in accordance with the Asbestos Licencing Regulations 1998. The licence held by the Provider must be issued by the HSE’s Asbestos Licensing Unit (ALU) and valid for 3 years. Providers are to provide evidence and documentation of their licence to Magenta Living or Magenta Living at any time during the Framework Agreement and Instruction term.
	2. **Qualification, Training and Experience**
		1. Providers operatives, personnel and employees must be fully qualified, experience and trained to undertake the work they are assigned to.
		2. Providers must provide Magenta Living with an up to date list of employees who are qualified along with copies of their qualifications if requested.
		3. Providers employees providing the services must hold
* Level 2 NVQ Diploma options for Asbestos Removal Operatives
* Level 3 NVQ Diploma in Supervising Licensed Asbestos Removal (Construction)
* RSPH Level 4 Diploma in Asbestos Removal for Contract Managers
* CSCS Card (at relevant level)
* Have at least 6 months supervised and audited practical experience (documented)for the work being carried out
	+ 1. Providers must hold membership of the following
* Asbestos Removal Contractors Association (ARCA)
	1. **Staff Resources**
		1. Providers must as a minimum provide adequate staff resources to ensure that contract/project management, technical advice and administrative support is available to meet the requirements of the Framework Agreement.
	2. **Subcontractor Arrangements**
		1. In additional to the requirements specified at clause 6 of Document 7 – Framework Agreement, any additions or amendments to the list of subcontractors must be agreed with Magenta Living prior to any instruction from this Framework to ensure that the Framework Specification and original tender criteria are met. The following information will be required prior to instruction by Magenta Living
* Type of work proposed for the sub-contractor, partnership, and/or consortia arrangement to undertake.
* Relevant accreditations held by the sub-contractor, partnership, and/or consortia arrangement for the type of work to be carried out.
* List of operatives and their relevant qualifications, training and experience, DBS information etc. for the type of work to be carried out.
	+ 1. Providers will take on all responsibility for the sub-contractor and the work they carry out and should ensure they have vetted any sub-contractors prior to instruction or contract commencement with Magenta Living. Vetting should include, but not be limited to, the following checks:
* Any necessary licences and certification.
* All required membership of trade bodies, accreditation, training and qualifications.
* All necessary Disclosure and Barring Service checks of sub-contractor employees and operatives.
	+ 1. Sub-contractors are required to be pre-approved by the Magenta Living and all relevant qualifications and insurances made available. Prior notice and authorisation is required before they can be utilised to fulfil any shortage on site. Magenta Living reserves the right to withdraw this at any time if the sub- contractor is found to be non- compliant in any area. Sub - contractor/s would be subject to the same level of qualifications and KPI’s as the Provider and the Provider accepts full liability for their operations and works.
	1. **Framework Mobilisation**

* + 1. The Provider must have a managed and planned process which includes timescales for implementation of the Services that may be called off under the Framework Agreement
		2. The Provider must provide a mobilisation plan following receipt instruction/order from Magenta Living and should include details pertinent to instruction provided.

* + 1. A detailed Asset Register for all assets to be covered under this Framework Agreement can be found at Appendix F
		2. When providing the mobilisation plan, Providers are expected to take an organised approach which covers:
* Gathering detailed information on the scope of the project i.e. asset register information.
* Developing knowledge on Magenta Living’s customers, particularly for this Framework around vulnerable or at-risk customers.
* Planning resources and, where necessary, acquiring additional resource (employees, equipment etc.).
* Understanding key stakeholders and building key contact relationships.
* Communicating effectively internally to the right departments i.e. finance, IT, technical support, and involving them where necessary.
* Contingency planning.
* Management information requirements.
	+ 1. Magenta Living will require dedicated personnel, with the autonomy to manage the mobilisation stage of the contract.
	1. **Exit Management**
		1. Magenta Living considers that the winding down of the contract to be equally as important as mobilisation to ensure the effective handover to any new Provider.

* + 1. At the request of Magenta Living, Providers must:
* Complete all Works by the End or Termination Date in accordance with this specification and any further Magenta Living requirements detailed.
* Provide all warranty documentation and information and relevant drawings to Magenta Living no later than 3 months after the End or Termination Date in a legible form and format required by Magenta Living.
* Provide all Data in a format (as requested by Magenta Living), to ensure a seamless transfer to a new supplier.
* Provide all TUPE information (if applicable).
	+ 1. In addition to the above requirements Providers will be expected to adhere to the requirements specified in Appendix I – Demobilisation Plan
	1. **Business Continuity, Contingency and Disaster Recovery**
		1. The Provider(s) must maintain a robust Business Continuity, Contingency and Disaster Recovery Plan which ensures that the provision of the Services as described in this Specification can be continued in the event of any business disruption including IT difficulties and Force Majeure. The Provider shall maintain its readiness to deal with unplanned events in accordance with the business continuity principles and operation of [ISO22301](http://www.bsigroup.com/en-GB/iso-22301-business-continuity/) or equivalent throughout the term of the Framework Agreement.
	2. **Personal Identification Cards**
		1. Providers employees must carry their ID card, particularly when visiting and working at Magenta Living properties.

* + 1. In addition, Providers must provide all their employees (and sub-contractors who are to work on the Magenta Living contract) with identification cards stating that they are bona-fide employees and/or sub-contractors of the said provider. The cards must have a photo of the employee, their name, Provider company name and contact details.

* + 1. No person will be allowed to undertake work without an identification card and random checks will be made on operatives’ identification cards.
	1. **Lone Working**
		1. If Providers employ lone workers, it will be necessary to take extra precautions to ensure that lone workers are at no greater risk than their other employeesand must haveadhere to Magenta Livings Lone Worker Policy - Appendix A
	2. **Code of Conduct, Including Conduct on Site**

* + 1. Providers must adhere to Magenta Livings Code of Conduct - Appendix B
		2. Magenta Living will provide Providers with any information in advance of the commencement of the services regarding potentially violent persons (PVPs), or other relevant information about the property and/or tenant/occupant (e.g. that operatives should not attend alone), and Providers will take this information into account when planning the services.
		3. Particular note should be taken to instruct operatives not to involve themselves in discussion with occupiers, or others, of matters which may contravene reasonable requirements of confidentiality concerning the Employer’s business or concerning other occupiers, other properties or other Providers. Any enquiry from occupiers or others concerning the Employer’s business should be diplomatically redirected to the appropriate staff.
	1. **Customer Service Standards**
		1. Providers are always to work to standards of best practice and must provide the highest levels of customer service to Magenta Living, their staff, residents, and customers at all times.

* + 1. Providers should have in place an effective customer service strategy, policy and/or standards that outline the Providers approach to:
* Understanding and meeting all customers’ needs and preferences.
* Understanding and meeting the specific needs of disadvantaged, vulnerable, elderly or infirm groups.
* Ensuring all customers, properties and premises are treated with due care and respect.
* Minimising risk and exposure of customers whilst work is in progress.
	+ 1. Providers must ensure their customer service strategy, policy and/or standards are effectively disseminated throughout their organisation and monitored, reviewed and updated.

* 1. **Communications**

* + 1. Providers shall provide and maintain a system that facilitates quick and responsive communications with Magenta Living. Providers shall communicate and liaise regularly with Magenta Living, such liaison will include, but is not limited to, discussions over work schedules, delayed works, general performance, non-performance, variation of works and monthly payment issues.

* + 1. Providers will be supplied with a list of key telephone numbers, fax numbers and email addresses for Magenta Living.
		2. Providers shall provide the same to Magenta Living, which is to cover 24 hours a day, seven days a week and to include for emergency situations. It is always imperative for Magenta Living to be able to contact Providers, inclusive of out of hours.

* + 1. The person within Magenta Living to whom contact is made shall be provided with and have access to the authority to directly instruct operatives of Providers to carry out work and to give instructions relating to the priority of the work and to make decisions within an emergency situation.
		2. Providers will appoint a main point of contact for Magenta Living throughout the duration of this Framework. They shall be available to answer urgent contact from Magenta Living during normal working hours. This communication should be by mobile telephone, email, PDA and/or radio to facilitate instantaneous communications for instructions and reports.
		3. Providers shall implement a system of communicating operational schedules of routine and non-routine works to Magenta Living. This system shall be capable of communicating both planned works and completed works and include details of performance in accordance with standards, outputs and performance measures outlined within this specification. **This requirement is applicable to Lot 2**
		4. Information should be provided in a timely manner by Providers to Magenta Living and its staff and customers in order that they may cooperate with Providers, and any necessary control measures that Providers may need to put in place during the works. **This requirement is applicable to Lot 2**
	1. **Complaints**

* + 1. The Provider shall acknowledge any complaints received directly from Magenta or its representative within 2 (two) Normal Working Hours of the details being received and shall deal with such complaint as a matter of priority. The Provider must either resolve or make proposals to Magenta to resolve all complaints within 24 (twenty four) hours of their receipt.
		2. The Provider must work proactively to resolve complaints promptly. Until a complaint is resolved the Provider must provide progress updates to Magenta until the complaint is resolved to the satisfaction of Magenta.
		3. The Provider must provide a comprehensive report within 15 (fifteen) Working Days of the end of each quarter on all complaints made during that quarter (with each quarter being a period of 3 months from the Starting Date). The reports shall contain the following information in relation to each complaint made in that quarter and any complaints that were made in previous quarters but were not resolved by the start of that quarter:
* date received;
* name of complainant;
* nature of complaint;
* actions taken to resolve the complaint; and
* date of resolution.
	1. **Modern Slavery**
		1. The Modern Slavery Act 2015 enforces protection against slavery and trafficking in the UK. It requires business over a certain size to disclose each year what action they have taken to ensure there is no modern slavery in their business or supply chains.

* + 1. Following its introduction, Magenta Living have undertaken a review of the requirements and fully supports the principles of the Act, we are therefore committed to ensuring Providers are fully compliant.

* + 1. Prior to the commencement of any works under the Framework, Providers will provide a statement to demonstrate understanding of the requirements of, and compliance with the Act.

* 1. **Health and Safety**

* + 1. Providers are expected to encourage a diligent approach to Health and Safety using a Health and Safety Management System, that is managed and frequently reviewed and updated by qualified personnel.
		2. All employees should be trained on the policies and procedures within the Management System, and copies should be readily available for all employees to access.
		3. Providers must take every precaution necessary to protect the health, safety and wellbeing of their employees and customers (i.e. tenants), whilst carrying out their obligations under this Framework.
		4. Providers should have in place robust health and safety policies, in line with legislative, regulatory and industry standards, to account for the services they will be providing throughout the Framework,
		5. Providers must provide their health and safety policy to Magenta Living, when required and be willing to show evidence of how this policy is applied to their business and demonstrate how staff are appropriately trained to ensure the policy is always put into practice. Providers must also be able to demonstrate their compliance with, or willingness to adopt, Magenta Living’s health and safety policies during the term of the Framework.
	1. **Adverse Events**
		1. Providers must keep accurate and up to date records of adverse events such as near misses which, for the purposes of this Framework, are as described in HSG 245.
		2. Recording of adverse events will be used by Providers and Magenta Living to identify weaknesses in operational procedures. Deviations from normal practice, while rare, have potentially severe consequences and the review of such events has shown that more serious consequences may be avoided by implementing lessons learned from review. The recording of adverse events by Providers will be reviewed by Providers and Magenta Living over time and where any patterns emerge, remedial action may be taken.

* 1. **Environmental Policy**
		1. Providers, and any sub-contractors they make use of, will have developed an environmental policy and will be required to observe good environmental practices and in relation to the products, works and services they deliver. Providers are encouraged to consider reduction of energy use and carbon footprint through sustainable consumption, natural resource protection, waste and pollution reduction.
		2. Providers must provide their environmental policy to Magenta Living as and when required and be willing to show evidence of how this policy is applied to their business and demonstrate objectives to continually improve environmental performance in its operations.
		3. Providers are expected to demonstrate compliance with any relevant statutes, codes of practice, industry guidance and environmental policies of Magenta Living, as well as an up to date working knowledge of the best environmental management practice.
		4. Providers shall give consideration, where possible, to:
* The use of products that originate from sustainable resources, in accordance with relevant legislation and guidelines.
* The use of non-ozone depleting products and materials.
* The use of energy efficient appliances.
* The use of recycled products and materials.
* Avoid purchasing or using products that contain CFCs, HCFCs, methane, and other toxic substances.
* Minimising noise and air pollution.
* Avoiding contamination of land and water.
* Protection of Trees.
* Recycling of batteries.
	1. **Framework Management**
		1. All Orders called off under this Framework Agreement will be managed by Magenta’s Client Representative, who will have lead responsibility for monitoring and managing the Works called off from the Provider.
		2. The Provider shall ensure that the person appointed as the Provider’s primary point of contact in relation to the Framework Agreement (“the Provider’s Representative”) possesses relevant experience applicable to managing the Orders. The Provider’s Representative shall be responsible for the execution and management of all Orders and will liaise directly with the Client Representative as required. The Provider’s Representative will have responsibility for ensuring the effective implementation and management of the following requirements:
* day to day management of the Works;
* ensuring compliance with the standards outlined in this Specification;
* establishing, implementing, monitoring and managing of a complaints procedure that is in accordance with this Specification and is acceptable to Magenta, ensuring corrective actions are taken where weaknesses are identified; and
* the provision of feedback on resolution/corrective action to be taken in response to complaints.
	+ 1. The Provider’s Representative will be required to work in partnership with Magenta to ensure that best value is provided through this Framework Agreement.
		2. The Provider’s Representative must be given necessary authority to take all necessary remedial actions where problems arise, where fault lies with the Provider.
	1. **Performance Management**

* + 1. Providers are expected to have in place appropriate performance management systems throughout the Framework period in order to ensure all ‘goals’ set are consistently met in an effective and efficient manner.
		2. In order to achieve a high level of performance throughout the Framework period, Providers are expected to:
* Have in place an effective performance management plan, strategy and/or systems, specific to the requirements of the Magenta Living Framework
* Continually monitor, review and update their performance management plan, strategy and/or systems.
* Promptly identify any poor performance and put in place the necessary control measures in order to improve performance to a satisfactory level over an acceptable timescale to Magenta Living.
	1. **Performance Monitoring**

* + 1. Magenta Living will monitor the Framework overall so as to ensure that high quality and consistent level of service are being maintained.
		2. Provider performance will be reviewed regularly at a frequency as set by Magenta. The Provider must co-operate with Magenta to enable an effective review of delivery of the Works/Services.
		3. The Provider will be required to produce a monthly service delivery report for the Client Representative. It is envisaged that monthly performance monitoring meetings will be held initially which may change to quarterly meetings during the Framework Agreement duration, subject to ongoing performance.
		4. The Provider will be required to provide Management Information Reports, including as a minimum the following:
* monthly activity report/ spend detail by Order;
* KPI monitoring information in accordance; and
* monthly complaints report.

* + 1. Monitoring will include, but is not be limited to:
* Routine and random inspections and checks of all services carried out.
* Inspection of vehicles, plant and equipment.
* Inspection of compliance with livery, uniform and staff ID requirements.
* Inspection of operations including all aspects of health and safety.
* Inspection of documented records, including proposed work routes, schedules, completed worksheets, daily logs/ diaries and other relevant documentation kept and maintained by Providers and/or any appointed sub-contractors.
* Evaluation of work performance record sheets and other documentation kept and maintained by Providers.
* Customer monitoring and Evaluation of any complaints received.
* Information must be provided to Magenta Living when requested without any undue delay.
	+ 1. Auditing and monitoring must be carried out on work activities by Providers and the results documented and shared with Magenta Living when requested. All audit findings and recommendations must have corrective actions and preventive measures implemented in a timely manner to rectify any issues.
		2. Providers shall ensure that sufficient resource is in place to maintain the monitoring of quality and environmental management systems, for the duration of the Framework thus ensuring the service objectives and contract standards
	1. **Key Performance Indicators (KPIs)**

* + 1. Providers, with contribution from Magenta Living, shall continually monitor performance of the works against Key Performance Indicators (KPIs) to ensure performance is to required target levels with provision for continued improvement.
		2. KPI’s are detailed in Appendix C – KPI Handbook and will form Schedule 3 of the Framework Agreement. Magenta Living will request KPI information from Providers as and when required. Note, Magenta Living will only monitor the individual service KPIs except where multiple services are fulfilled by one Provider.

* + 1. Providers shall maintain and keep detailed documentation to validate the KPI criteria and provide detailed method statements as to how they are to be achieved.

* 1. **Quality Management**

* + 1. Providers shall have in place an effective quality management system relating to the work they are carrying out, i.e. quality assurance and quality control systems, to ensure the highest standards for Magenta Living.
		2. Providers must provide evidence of their internal quality management systems to Magenta Living upon request.

* 1. **Quality Checks and Auditing**
		1. Providers must have in place a system for assuring that the quality of the service it provides is based upon the principles of best value and continual improvement, self-assessment, ensuring that day-to-day responsibility for the quality of the service is managed primarily by Providers, but with review and monitoring carried out in conjunction with Magenta Living.
		2. Providers are expected to work together with other providers in reference to any licenced removal works as Magenta Living are able to utilise the four-stage clearance for quality assurance/ site audit purposes
		3. Where necessary an auditing process will be required which may be internal or external, the extent of which will vary. Typically, audits monitor up to 10% of service and Providers will be required to carry these out and manage the process using an independent auditor.

* + 1. Providers are expected to feedback the results of these quality checks to Magenta Living on a regular basis through the monthly/quarterly review meetings. Quality checks will be a standard agenda item at meetings for discussion with Magenta Living.
		2. Magenta Living may also have a percentage of the services checked independently by an external organisation to identify any quality issues, completion issues or unsatisfactory works. Some of this quality control work may be carried out whilst works are in progress and Providers will be expected to co-operate in this respect. The result of such quality control works will be given to Providers and there will be an expectation that any shortfalls highlighted will be addressed by Providers and that Providers demonstrates the actions to be taken.
		3. Should the independent auditor identify any work they feel have been left in an ‘AT RISK’ or ‘IMMEDIATELY DANGEROUS’ situation, Providers are expected to attend site within a time frame specified by Magenta Living to rectify the work.
	1. **Risk Assessment and Method Statements**
		1. Providers must conduct thorough risk assessments for all main tasks, jobs and processes carried out throughout their organisation, and must produce appropriate method statements for all jobs or tasks carried out for the term of the Framework.

* + 1. Risk assessments and method statements must satisfy the requirements of any relevant legislation, and, above all, ensure the health and safety of all Providers employees and agents at all times.
		2. Providers will be required to provide relevant documentation of risk assessments and method statements relating to the services following receipt of an instruction/order from Magenta Living.

* 1. **Routine and Non-Routine Works**

* + 1. Routine works shall be the type of works or tasks that are carried out on a regular basis and appropriately scheduled by Providers to achieve the specified requirements and outputs in accordance with the specification

* + 1. Providers shall also provide Magenta Living with copies of all their completed work activity record sheets from the previous week(s) in order for Magenta Living to carry out quality and quantity work inspection checks against specification and output standards, such checks will form the basis of monthly invoice payments.

* + 1. If for any reason any work activities do not or cannot take place on the scheduled day, then Providers shall notify Magenta Living immediately and advise the rescheduled workday.

* + 1. Non-routine work is the type of work that cannot be predicted and as such cannot be accurately programmed. In all instances, such work shall only be carried out by Providers under instruction from Magenta Living.

* 1. **Hours of Work**

* + 1. Normal working hours will be between the hours of 8.00am and 5.00pm Monday to Friday. Providers are to note that this may vary depending on site type and access restrictions

* + 1. Out of hours will be between the hours of 5.00pm and 8.00am Monday to Friday and all-day Saturday, Sunday, and Bank Holidays. Except for managing emergency situations and call outs which will be stipulated at each event, Sunday working will only be allowed in exceptional circumstances and with prior written permission from Magenta Living.

* + 1. Where differing holiday arrangements exist between Providers and Magenta Living, it shall be the normal office hours of Magenta Living which shall prevail unless otherwise specified. Providers will not be allowed additional out of office hours charges that vary from those agreed through the Framework pricing. Providers shall maintain a full service and complement of operatives during and out of normal office hours for Magenta Living, including Bank Holidays.

* + 1. Providers should be aware that from time to time these opening hours may change to accommodate local management issues such as staff shortage, training and holiday arrangements.

* 1. **Follow Up Work**

* + 1. Any follow up work identified by Providers employees which does not form part of this Framework Agreement, must be verified by Magenta Living. This verification must be done by whatever means possible to satisfy Magenta Living that the follow up work is required. An example of follow up work may be a surveyor informing Magenta Living of some badly damage ACM identified during a routine Management survey which need immediate remediation
		2. Should it transpire, after the Providers’ surveyor or management team verify works are required, that no such requirement exists for whatever reason, then the full inclusive costs associated with such follow up work will be deducted from any payments due to the Provider.
	1. **Guarantees and Warranties**

* + 1. All work carried out by Providers under this Framework must be guaranteed (from the date of acceptance), for a period of 12 months. Magenta Living may, in certain circumstances require extended warranties, which will be outlined as required.
		2. Guarantees must include, but not be limited to the following:
* Providers must respond to a request from Magenta Living in a timely manner to ensure the issues are resolved without delay.
* Providers must cover all costs associated with the resolution, including repair or replacement products, and associated equipment and labour.
* Providers must cover all costs associated with damage caused to the property or items within the property as a direct result of the failure of the works causing damage to other parts of the property.
* Providers must not leave the environment in an unusable condition whilst waiting for repair/replacement parts and associated equipment.
* A 12-month guarantee associated with the resolution works will commence on the completion date and acceptance of the works.
	1. **Standard Documentation**

* + 1. Providers shall include for completing and returning all documentation referred to, but not limited to, within this specification and any subsequent instruction to Magenta Living within the agreed timescales.
		2. All documentation must be printed clearly and should not be handwritten. Handwritten documentation is only acceptable with prior consent from Magenta Living and must be legible.

* + 1. All photographs, maps, plans etc. must be provided to Magenta Living to support any documentation and must be printed clearly when in hard copy. If provided electronically these should be provided in an appropriate format, such as JPG or GIF for photographs, AutoCAD for plans and pdf for maps.
		2. The address and any unique property reference number should be stated clearly on all relevant documentation.

* + 1. Providers should make available standard template documentation for all types of work and should be able to tailor these documents to suit the unique requirements of Magenta Living. Providers may be required to use Magenta Living’s standard documentation which will be detailed prior to works commencing.
		2. All standard documentation supplied to Magenta Living in electronic formats must be able to be uploaded into Magenta Living’s IT systems.

* 1. **Failure to Complete and Unsatisfactory Work**
		1. If Providers fail to complete the work within agreed timescales, or fail to remove or make good any defective or unsatisfactory work, when ordered to do so, Magenta Living may arrange for satisfactory completion of the work by others and charge Providers with any additional costs incurred. Magenta Living may also retain any monies due to Providers at any time up to the amount of such costs.
	2. **Access Procedures**

* + 1. Following appropriate consultation with Magenta Living to establish the programme of Works, Providers are to make all access arrangements in agreement with Magenta Living.
		2. Works may be undertaken in both void and occupied properties, and Providers will work in conjunction with Magenta Living to make the necessary access arrangements. Where required, Providers may be required to contact Magenta Living by the following ways:
* Written notification prior to any visit.
* Email notification prior to any visit.
	+ 1. Access procedures may differ for different site types and therefore will need agreement prior to commencement of the service requirements.
		2. Following the agreed procedure, if an engineer is unable to gain access to a property, Magenta Living will not be responsible for costs incurred by Providers or their sub-contractor. Providers must allow for and inform Magenta Living in the event of three failed attempts to gain access to a property.
		3. Providers shall indemnify Magenta Living against any financial claims from the tenants or occupants of the dwellings, included within the schedule of properties supplied by Magenta Living, due to the failure of Providers to keep appointments. **Applicable to lot 2 only**
	1. **Working with Vulnerable Persons / Safeguarding**
		1. Where the appointed Provider is likely to come into contact with vulnerable Residents including children or adults at risk in the delivery of the Works under the Framework, they must comply with the requirements of the Magenta Safeguarding Policy – a copy of which can be obtained from Magenta on request. The Provider must have sufficiently robust recruitment procedures in place to minimise the risk employing individuals whom could pose a risk to the Residents.
		2. Magenta and its partners including its contractors have a role to play and a duty of care in promoting the welfare of children and adults at risk as part of their day to day work. The Provider must immediately advise Magenta of any concerns the Provider has regarding anything that is brought to the Provider’s attention while carrying out the Works.
		3. Magenta may, at its own discretion, require the Provider to attend safeguarding training. This training will be provided by a Magenta representative free of charge. This training may take place before the Starting Date and/or commencement of any Order.
		4. The Provider must undertake DBS Checks as required by Law and not employ any Worker on the Works where this discloses that there are concerns in relation to their working alongside children or vulnerable adults.
		5. The Provider must inform Magenta if any Worker has or becomes subject to a restraining, harassment or non molestation order as this prohibits them from working in certain geographical areas.
		6. The Provider must ensure all such disclosures are kept up to date. The obtaining of such disclosures shall be at the Providers cost.
		7. Additionally, The Provider shall ensure that no person is employed or otherwise engaged in the provision of the services without the Magenta Living prior written consent if:
* The person has disclosed any Convictions upon being questioned.
* The person is found to have any Convictions following receipt of standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body).
* The person fails to obtain standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body), upon request by the Provider.
	+ 1. The Provider may only continue to employ such members of staff on the contract with Magenta Living’s express written consent and with safeguards being put in place such as Magenta Living may reasonably request. Should Magenta Living withhold consent, the Provider shall remove such members of staff from the contract immediately.
		2. The Provider shall immediately provide to Magenta Living any information, reasonably requested, to enable Magenta Living to satisfy itself that the obligations set out in this section have been met before access is granted.
		3. Magenta Living may at any time request that the Provider removes and replaces any member of staff from the provision of the Services, provided that Magenta Living act reasonably in making such a request.
		4. Prior to making any such request Magenta Living shall raise with the Provider any concerns, regarding the member of staff, with the aim of seeking a mutually agreeable resolution.
		5. Magenta Living shall be under no obligation to have such prior discussion should they have concerns regarding service user or other vulnerable person’s safety.
	1. **Prevent Trespass**

* + 1. Providers employees must not trespass upon properties adjoining those where services are being carried out. If execution of the services requires entering upon an adjoining property, prior permission must be sought.
		2. Providers must indemnify Magenta Living against any claim or action for damages on account of any trespass or other misconduct of its employees. Employees will only be allowed into such parts of the site and buildings as may be necessary to execute the Works.
	1. **Protection of Personnel, Occupants and the Property**
		1. Providers must take all appropriate measures as per the relevant legislation and guidance to ensure the protection of its operatives, the occupants, and the property.
		2. Magenta Living will provide Providers with information in advance of the commencement of Works, on any potentially violent tenants (for example the surveyor should not attend alone) or other relevant information about the property or tenant/occupant. Providers shall take this information into account when planning works and appropriate measures shall be agreed and implemented
		3. Providers must issue the appropriate Personal Protective Equipment (PPE) and Respiratory Protective Equipment (RPE) for the services being undertaken, and it must be used correctly, by those who require it, for the required period.

* + 1. All equipment, used to carry out the works, must be cleaned, stored, maintained, and periodically tested accordingly.
		2. Throughout the execution of any services, Providers must always ensure the health and safety of occupants.
		3. Providers must always include for the protection of the property’s fixtures and fittings. In the case of occupied dwellings, Providers must protect the occupier’s belongings from damage, either by appropriate covering with sheeting or removal of such belongings from the working area where possible.

* + 1. Providers must also take care of gardens, trees, shrubs, paths, kerbs and verges etc. and shall make good and reinstate any damage or disturbance caused by the works, without cost to Magenta Living.
	1. **Plant, Tools and Vehicles**
		1. Providers are responsible for providing all the plant, tools, equipment and vehicles necessary to complete the services and ensure that these are all kept and maintained in good working order with in-date testing and certification which must be available for audit. This includes, but is not limited to, insurance, MOT, calibration certificates, Portable Appliance Testing.
		2. Plant, equipment, and tools should be appropriately stored at the end of each working day in designated lock-up areas or at Providers base of operations. Where lock-up facilities are required on-site, these must be agreed prior to commencement of works with Magenta Living. Magenta Living are not responsible for the safety and security of Providers vehicles, tools and equipment.
	2. **Hazardous Materials**
		1. Providers must comply with Magenta Living Asbestos Safety Policy – Appendix D regarding the use of chemicals, materials and hazardous substances. Providers will be expected to carry out all services according to these policies, current legislation and Codes of Practice with regards to the Safe Use of Chemicals and Hazardous Substances. The Control of Substances Hazardous to Health Regulations 2002 and the Health and Safety at Work Act 1974 must always apply.
	3. **Disposal of Waste**

* + 1. On completion of any operation or at the end of each working day, whichever is the sooner, Providers must remove from site all waste materials.

* + 1. They must also include for all surplus materials and debris arising out of the works to be removed from the site or dwelling and the work area shall be left in a safe, clean and tidy condition. Waste or materials are not to be stored in works areas.

* + 1. All waste materials shall be taken only to authorised disposal, treatment, and whenever possible recycling facilities, at the expense of Providers.
		2. Providers must make every effort to recycle materials where possible to avoid land fill.
		3. Magenta Living may request at any time copies of all waste disposal certificates
		4. The Provider must hold the relevant valid license(s) and be a registered waste carrier/ broker/ dealer for the removal and disposal of any waste that may arise from the delivery of the Works under this Framework Agreement and such removal and disposal of waste must be carried out in accordance with all applicable Law, including the following (as amended from time to time):
* Waste (England and Wales) Regulations 2011 as amended by the Waste (England and Wales) (Amendment) Regulations 2014;
* Hazardous Waste (England and Wales) Regulations 2005, as amended by the Hazardous Waste (England and Wales) (Amendment) Regulations 2016;
* Waste Electrical and Electronic Equipment Regulations 2013 as amended by the Waste Electrical and Electronic Equipment (Amendment) Regulations 2015;
* Environmental Permitting (England and Wales) Regulations 2016 as amended by the Environmental Permitting (England and Wales) (Amendment) (No. 2) Regulations 2016; and
* Highways Act 1980 Sections 139 and 140 in relation to the use of skips
	1. **Illegal Parking**
		1. The Provider shall not park or allow their Workers, agents, or Subcontractors to illegally park any vehicle upon the public and estate footpath, fire-paths, pre-allocated car parking areas or grassed areas.
	2. **Working from Ladders**
		1. Under normal circumstances working from ladders will not be considered as working from a safe working platform. However, in exceptional circumstances only, following a Health and Safety Risk Assessment, prior agreement may be sought in liaison with Magenta’s Health and Safety Manager for approval to work from ladders.
	3. **Continuous Improvement**
		1. The Provider must maintain a “continuous improvement” culture that focuses on improving the service delivery and quality of the Services being provided under this Framework. arrangements. Quality assurance and continuous improvement must be fully integrated into the Service provision and be supported with the appropriate procedures and processes.
		2. The Provider must assist Magenta Living to identify opportunities to improve the Services under this Framework including though:
* Reduced costs
* Enhanced capability within Magenta Living in terms of knowledge transfer and upskilling
* Sharing of lessons learned with Magenta Living to improve awareness and knowledge of strategic approaches and market insights and innovation
	1. **Future Proofing**
		1. Magenta Living recognises the need to ensure that we and our Providers can adapt and respond to any changes in legislation, regulation, new technologies and best practice. Providers are therefore expected to remain up to date with industry and legislative developments and changes and ensure their continued professional development.
		2. The Provider is expected to remain competent in all systems and installations which are set out in this Specification, and to keep abreast of new and emerging technologies and be able to provide these.
		3. The Provider will be expected to share any changes to industry and legislative developments and changes with Magenta Living.
1. **TECHNICAL SPECIFICATION – APPLICABLE TO BOTH LOTS UNLESS SPECIFIED OTHERWISE**
	1. **Background to Asbestos**

* + 1. Asbestos was used extensively as a building material in the UK from the 1870’s through to November 1999, with peak usage being between the 1950’s and the mid 1980’s. It was used in over 3000 products found in the built environment and its thermal properties and chemical resistance made it ideal for fireproofing and insulation. Buildings built after 2000 should not include asbestos, this cannot be guaranteed as machinery and building components imported into the UK after 2000 may contain asbestos.
		2. Magenta Living have a duty to manage asbestos within properties and premises they own or manage as a landlord, as well as a duty as an employer to minimise the risk of exposure to asbestos containing materials (ACMs) to their employees.

* 1. **Asbestos Removal and Remediation**
		1. Provides shall be able to provide all of the requirements in this specification to assist Magenta Living comply with their statutory and moral duties and obligations with regards to asbestos within their properties
		2. Providers must be able to provide all elements outlined in each of the Lots (as a minimum), and work with Magenta Living to determine their exact requirements.
		3. Providers providing services will be required to undertake non-licensed and licensed asbestos removal, remediation and disposal works when requested by Magenta Living, including:
* Removal of ACMs before the demolition of a building
* Removal of ACMs before maintenance or refurbishment work which may disturb ACMs
* Removal of ACMs which may be damaged
* Removal of ACMs that are vulnerable to damage by normal day to day activities in a building
* Removal of ACMs where a change in the use of a building may make ACMs more prone to damage • Disposal of ACMs
* Repair of ACMs before maintenance or refurbishment work which may disturb ACMs
* Repair of ACMs which may be damaged
* Repair of ACMs that are vulnerable to damage by normal day to day activities in a building
* Repair of ACMs where a change in the use of a building may make ACMs more prone to damage
* Containment or “boxing-in” of any ACMs
* Sealing of any ACMs
* Other remedial work
	+ 1. Providers must ensure safe disposal of ACMs by double-bagging and clearly labelling asbestos waste. The Provider must make use of (or be themselves), a licensed waste contractor in order to ensure the safe disposal of any ACMs removed.
		2. The Provider must comply with the requirements of all current and subsequent legislation and HSE guidance including HSG210 Asbestos essentials task sheets relating to non-licensable ACMs. The Provider must also submit form ASB NNLW1 as appropriate.
		3. The Provider shall prepare any necessary Risk Assessments, Method Statements or Plans of Work in conjunction with or on behalf of Magenta Living following receipt of an instruction/order from Magenta Living before commencing any removal or remedial works.
		4. All works must be carried out in accordance with HSG247 “Asbestos- The Licenced Contractors Guide”.

* 1. **Equipment**
		1. The Provider must ensure that all equipment required is suitable for the works being undertaken and is compliant with current legislation, approved codes of Practice and guidance. All equipment which requires testing to ensure safe operation must be in test date and documentary evidence will be requested.
		2. Specifically, Controlled Wetting Equipment, Negative pressure Units, H Type Vacuum Cleaners must all comply to the provisions of Parts 1,2 and 3 of BS8520 Equipment used in the controlled removal of asbestos-containing materials (2009) and be regularly DOP tested, where appropriate and PAT tested for use on site.
	2. **Respiratory Protective Equipment (RPE)**

* + 1. RPE, appropriate to the level of expected exposure, must be provided to, and worn by, operatives who are likely to be exposed to respirable asbestos fibre during the course of their works.
		2. Half face masks/ respirators must have P3 filters and be compliant with the provisions of BS EN/ ISO140

* + 1. Full face powered respirators must also have P3 filters and be compliant with the provisions of BS EN/ ISO12942
		2. Note that in addition to removal and remedial works, RPE may be required on other ancillary works including inspection, building and dismantling enclosures, waste runs, etc.
		3. RPE wearers must be face-fit tested for each type of mask they use so that they may be sure of a good seal between the face and mask.
		4. RPE should be kept clean, maintained, stored and periodically tested.
	1. **Personal Protective Equipment and Clothing (PPE)**
		1. Where mechanical control measures cannot control a risk to employees the PPE must be provided to, and worn by, those operatives who may be at risk.
		2. Such PPE should include disposable coveralls and gloves where there is a risk that operative may become contaminated with asbestos fibre during the course of their works.
		3. Coveralls should be Category 3/ Type 5 paper coverall for example and boots should be wipeable and lace less e.g. rubber boots.

* + 1. The provision of PPE will vary according to the works being undertaken, but, regardless, all PPE should conform to the Personal Protective Equipment Regulations 2002 and must be worn in accordance with the manufacturer’s instruction.
	1. **Decontamination**
		1. All personnel who work with asbestos, particularly within enclosures, are likely to become contaminated and need to decontaminate themselves when they leave the work area. The purpose of decontamination is to ensure that the workers clean themselves and their PPE and RPE to prevent the spread of asbestos outside the enclosure.
		2. The Provider will ensure that decontamination as detailed in HSG247 – Asbestos: The Licenced Contractors Guide are strictly adhered to.
		3. For Non-Licenced work, where a DCU may not be used, Personal Decontamination procedures, as detailed in the HSE’s Asbestos Essentials Task Sheet EM8-Personal Decontamination, must be implemented
	2. **Enclosures**

* + 1. Enclosures will be required on all licenced works for Magenta Living unless the level of risk is likely to be very low, the location is remote, or an enclosure is not practical.
		2. Enclosures should be designed around the location of the asbestos to be removed and the access requirements. It should be big enough for the work activity and there should be reasonable working space for the number of workers involved. The size, shape or bulk of the items being removed along with any plant or equipment to be used should all be considered when designing the enclosure.
		3. Some enclosures may require additional protection, e.g. against adverse weather, vandalism or may need fire-retardant sheeting to be used. Where this is a requirement, The Provider will ensure that suitable, secure and robust materials are used to construct the enclosure.
		4. Enclosures should not be oversized, so as to potentially increase the spread of asbestos and the area to be cleaned. An oversized enclosure will also increase the ventilation requirement.
		5. Enclosures may either make use of parts of the existing building structure or be self-supporting temporary structures purpose built around the asbestos working area. The surfaces of the enclosure should be smooth and impervious so if existing rooms or walls, ceilings and floors are used, then these should be sheeted over with 1000-gauge polythene to prevent contamination of the surface.
		6. As a minimum, The Provider will ensure that all enclosures:
* are suitably designed to prevent the spread of asbestos
* are constructed of 1000-gauge polythene
* are connected directly to the DCU where possible
* are placed under negative pressure.
* have viewing panels or, preferably, CCTV showing all parts of the works area
* have sacrificial flooring.
	1. **Airlocks and Bag locks**

* + 1. The DCU will be attached to the enclosure by a short tunnel (direct connection) allowing personnel access to decontamination facilities without the need to transit through a building.
		2. Where the DCU cannot be attached to the enclosure, access and egress from the enclosure will be via a 3-stage airlock which The Provider will ensure:
* are constructed from 1000-gauge polythene with a timber, metal or plastic frame
* have weighted flaps between the 3 sections to control the flow of air through the airlock
* are of sufficient size to allow comfortable transit through the airlock
* have preliminary decontamination equipment (water, cloths etc) in the inner stage
	+ 1. Transit airlocks are reserved for the access and egress of personnel only and The Provider will ensure that, as far as practicable, no waste or equipment be taken through as this carries a significant risk contamination. Instead a separate “bag lock” shall be used, constructed to the same criteria as the transit airlock but with dimensions according to the size of equipment/waste to be passed through
	1. **Air Extraction Equipment (NPUs)**
		1. The Provider will ensure that appropriate air extraction equipment is used during the works which should provide a slight negative pressure and is suitable for the works being undertaken.
		2. The Provider will be required to provide calculations as to the volume of enclosures and the numbers of NPUs required to achieve a minimum of 8 changes of air per hour within the enclosure.
		3. The Provider will ensure that all NPUs are installed as far from the airlocks as possible to ensure a controllable airflow through the enclosure and avoid “dead spots”. Where necessary, roving filter heads will be used inside enclosures to eliminate any dead spots.
		4. All air extraction equipment, including roving heads and filters must meet the requirements of BS 8520-2:2009 "Negative pressure units. Specification"
	2. **Barriers and Warning Notices**
		1. For both Licenced and Non-Licenced removal and remediation works, The Provider will ensure that all non-essential personnel are excluded from work areas by means of appropriate barriers and signage on every approach to the works area.
	3. **Licensed Removal and Remedial Work**
		1. As licence holders, The Provider will notify the enforcing authority with details of proposed work at least 14 days before it is due to start.
		2. In the case of emergency works The Provider will assist Magenta Living in applying for a waiver of the 14-day notification.
		3. The notification will consist of a completed ASB5 form, a suitable and sufficient Plan of Work/Method Statement, equipment specification and copy of the licence.
		4. As a minimum, following paperwork will be maintained on site for the duration of all works.
* Current asbestos licence
* Plan of Work/Method Statement, including details of any modifications that have been made and notified to the enforcing authority
* ASB5 notification and waiver (where granted)
* Risk Assessments (including assessments under the Control of Substances Hazardous to Health Regulations 2002 (COSHH) (as amended) and assessments made under the Management of Health and Safety at Work Regulations 1999)
* Employer’s liability compulsory insurance Certificate
* A copy of the company’s H&S Policy and standard procedure
* A copy of the waste Carriers License
* Site log/ Site Diary
* Test certificates for NPUs, H Type vacuums, Injection equipment and any other equipment used during the works (as appropriate)
* A clearance certificate and Gas/ Electrical Test certificates for the DCU
* Inspection/ Maintenance reports for RPE,
* Daily records of checks on enclosure, DCU and air extraction
* Smoke test certificate
* Medical certificates for all personnel working with asbestos
* RPE face-fit records for all personnel working with asbestos. (Where several pieces of RPE are in use, face-fit records should be on site for all types)
* Training records for all personnel working with asbestos
* Personal monitoring results (if performed)
	+ 1. Should the Provider be found to not have all the required paperwork on site, as dictated by the type of work, while carrying out removal or remedial work, Magenta Living may suspend work and ensure that all paperwork is present before work re-commences

**Note: If original certificates are not available on site, the copies kept on site should be authenticated at a senior management level to provide confirmation of their validity**.

* + 1. The Provider must ensure that any equipment hired or purchased and used must conform to the relevant specification for equipment used in work with ACMs, Parts 1,2 and 3 of BS8520 Equipment used in the controlled removal of asbestos-containing materials.
		2. On occasion, emergency works will be instructed if an asbestos hazard is assessed to be such a risk to the health of Magenta Living tenants or employees, that its removal cannot be postponed. On such occasions, the Provider would be expected to attend site and ensure the safety of occupants, draw up a removal plan and assist Magenta Living in requesting a waiver of the 14-day notification period.
		3. It is not possible to propose a timescale for completion of these works as the scale of the works will vary on each occasion. However, the expected timescales would be as detailed in Table 2, of Section 3.14.
	1. **Non-Licenced Remedial Works**
		1. Magenta Living maintain a small maintenance team, qualified to carry out minor works with asbestos where that work meets the criteria of Regulation 3(2) of CAR2012 for Non-Licenced work. Occasionally, such low risk works become notifiable to HSE or risk assessment may find they fall outside the criteria of Regulation 3(2).
		2. In such cases the Provider will be instructed to:
1. provide assistance to the Magenta Living team in completing the works, or
2. Undertake the entire works
	* 1. Such works may include.
* Repair of ACMs before maintenance or refurbishment work which may disturb ACMs
* Repair of ACMs which may be damaged
* Repair of ACMs that are vulnerable to damage by normal day to day activities in a building
* Repair of ACMs where a change in the use of a building may make ACMs more prone to damage
* Containment or “boxing-in” of any ACMs
* Sealing of any ACMs
	+ 1. For all Non-Licenced works the Provider will ensure that the appropriate enforcing authority is notified (for NNLW) prior to any works commencing and will ensure that all works are carried out in accordance with the guidance provided in HSG210- Asbestos Essentials.
		2. For all works the following, minimum, documentation will be maintained on site for the duration of the works.
* Plan of Work/Method Statement, including details of any modifications that have been made and notified to the enforcing authority
* ASBNNLW1 notification form
* Risk Assessments (including assessments under the Control of Substances Hazardous to Health Regulations 2002 (COSHH) (as amended) and assessments made under the Management of Health and Safety at Work Regulations 1999)
* Employer’s liability compulsory insurance Certificate
* A copy of the company’s H&S Policy and standard procedures
* A copy of the waste Carriers License
* Site log/ Site Diary
* Test certificates for H Type vacuums, and any other equipment used during the works (as appropriate)
* Inspection/ Maintenance reports for RPE,
* Medical certificates for all personnel working with asbestos
* RPE face-fit records for all personnel working with asbestos. (Where several pieces of RPE are in use, face-fit records should be on site for all types)
* Training records for all personnel working with asbestos
* Personal monitoring results (if performed)
	+ 1. Where works are for the removal of textured coatings, the Provider will be required to provide a “Statement of cleanliness after textured coating removal” as detailed in task sheet EM10 of HSG210. (This will most likely be in liaison with Magenta Living’s asbestos consultancy provider)
	1. **Advice and Guidance**
		1. The Provider shall also be able to provide a range of advice and guidance to Magenta Living related to management of asbestos within their properties as the duty holder on an ad-hoc basis.
	2. **Timescales**
		1. Indicative turnaround times for both planned and unplanned works are as shown in Table 2 (below).

Table 2

|  |  |  |
| --- | --- | --- |
| Type of work | Turnaround | Requirements |
| Emergencies | Same Day | (To attend site make safe / remove for follow on trades if asbestos data is available. Otherwise presume asbestos. Provide statement of cleanliness and removal paper) |
| Out of Hours | Same Day | (To attend site make safe / remove for follow on trades if asbestos data is available. Otherwise presume asbestos. Provide statement of cleanliness and removal paper) |
| Non - Licenced | 5 Days | (To attend site, complete works and to provide statement of cleanliness and removal paper)   |
| Licenced | 14-21 Days | (To attend site, complete works and to provide statement of cleanliness and removal paper)   |

**Note: If operatives cannot gain access due incorrect information provided by Magenta i.e. key safe is not in place, keys missing, or tenants refuse access etc the “clock” will stop until access is gained.**

* 1. **Key Performance Indicators (KPIs)**
		1. The following KPI’s are to be met a Framework Level:
* Emergencies to be completed within timescales 100%
* Non – licenced works to be completed within timescales 100%
* Licenced works to be completed within timescales 100%

* + 1. Further details of how the KPI’s will be monitored can be found in the KPI Handbook – Appendix C
		2. Any shortfall in achievement of KPIs must be accompanied by reasons and counter measures to bring the project back on target, at no extra cost to Magenta Living.