

DATE 16 MARCH 2023 ~~2022~~

(1)

THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE

- and -

(2)

SWALE HEATING LIMITED

**CONTRACT FOR THE PROVISION OF
COMMERCIAL GAS, SOLID FUEL & NON-GAS HEATING SERVICING, REPAIRS,
MAINTENANCE AND INSTALLATIONS**

THIS CONTRACT is made the 16 day of March 2023 ~~2022~~

BETWEEN

(1) **THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE** of the Civic centre, Castle Hill Avenue, Folkestone CT20 2QY ("**the Employer**") AND

(2) **SWALE HEATING LIMITED** (company registration no. 1076034) whose registered office is at Heard Way, Eurolink Industrial Estate, Sittingbourne, Kent ME10 3SA ("**the Contractor**")

(hereinafter collectively called "**the Parties**" and independently called "**the Party**")

WHEREAS

The Employer wishes certain works to be provided, namely the provision of commercial Gas, Solid Fuel & Non-Gas Heating Servicing, Repairs, Maintenance and Installations ("the Works") and has accepted a tender from the Contractor dated 22 September 2022 for the provision of the Works

IT IS HEREBY AGREED as follows:

1. This Contract incorporates the following Contract Documents and constitutes the entire agreement between the Parties relating to the Works:
 - This Contract including the Conditions of Contract attached hereto together with the Schedule of Amendments to the JCT Measured Term Contract 2016 Edition attached hereto ("Schedule of Amendments"), which Schedule of Amendments shall prevail over any of the other documents listed below in the event of conflict between those documents and the Schedule of Amendments;
 - the Recitals, Articles, Contract Particulars and the Conditions of the JCT Measured Term Contract 2016 as construed by the Conditions of Contract and amended by the Schedule of Amendments;
 - The Contract Specification contained at Schedule 1 of this Contract:

- The Framework Agreement namely the South East Consortium Heating & Compliancy Management Framework (OJEU Ref 2019S 115-282443)
- The Contractor's Tender Document and Clarifications as contained in Schedule 2 of this Contract

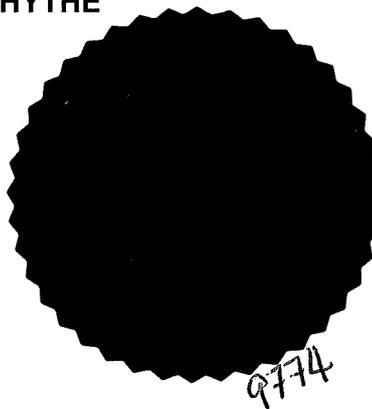
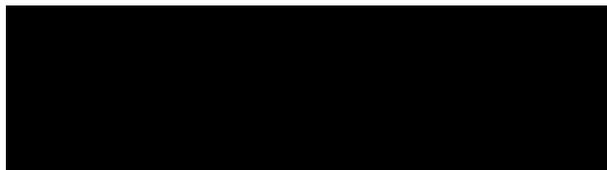
And the Contract Documents shall have priority in the order set out above.

2. In consideration of the payments to be made by the Employer to the Contractor in accordance with Clause 4 of this Contract, the Contractor agrees to deliver the Works in compliance in all respects with the provisions of this Contract.
3. The Employer hereby appoints the Contractor as Principal Contractor for the Works for the purposes of regulation 14 of the Construction (Design and Management) Regulations 2015 ("CDM").
4. Without prejudice to the Contract Documents, the Contractor agrees indemnify and hold harmless the Employer against any liability which the Employer may incur to any person whatsoever and against any claims, demands, costs and/or expenses sustained, incurred or payable by the Employer to the extent that the same arises by reason of any breach of this Contract or an instruction or any tortious or negligent act or omission on the Contractor's part (and/or any third party to whom the Contractor has subcontracted the performance of the Contractor's obligations or part thereof) in the performance of the Contractor's obligations under and in connection with this Contract.
5. Nothing in the Contracts (Rights of Third Parties) Act 1999 shall entitle a person who is not a party to this Contract to enforce any term of the Contract.
6. For the avoidance of doubt the provisions of this Contract shall be construed and interpreted according to the laws of England and for the purpose of any steps to be taken by the Employer to enforce the Contractor's obligations under this Contract or any of them the Contractor hereby submits to the jurisdiction of the Courts of Law of England.

IN WITNESS whereof the Parties have executed this Contract as a Deed the day and year above written

THE COMMON SEAL of
THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE

was hereunto affixed in the presence of:



EXECUTED AS A DEED by
SWALE HEATING LIMITED acting by:

Director		
Director/ Company Secretary		

CONDITIONS OF CONTRACT

The Form of Contract in respect of the provision of Gas, Solid Fuel & Non-Gas Heating Servicing, Repairs, Maintenance and Installations Services shall be the **JCT Standard Form of Measured Term Contract 2016 Edition** as amended by this Contract

The Employer shall be:

THE DISTRICT COUNCIL OF FOLKESTONE AND HYPHE of the Civic Centre, Castle Hill Avenue, Folkestone, Kent CT20 2QY

The Contractor shall be:

SWALE HEATING LIMITED (company registration no. 1076034 whose registered office is at

Heard Way Eurolink Industrial Estate Sittingbourne Kent ME10 3SA

The Contractor shall enter into the Contract with the Employer executed as a Deed

The Recitals, Articles and Contract Particulars of the JCT Standard form of Measured Term Contract 2016 edition shall be incorporated in to this Contract and shall be construed in accordance with the following:

- 1st Recital: The Employer requires maintenance, repairs, servicing, installation and the issue of Landlord's Gas Safety Certificates to commercial Gas and Renewable Technology Appliances and Heating systems to be carried out to the properties owned by the Employer as listed in the Asset List ("the Contract Area") in accordance with the details set out or referred to in the Contract Particulars
- Article 2: Article 2 of the JCT Standard Form of Measured Term 2016 Edition shall be delete
- Article 3: The Contract Administrator shall be [REDACTED] Compliance Specialist of Folkestone & Hythe District Council, Civic Centre, Castle Hill Avenue, Folkestone, Kent, CT20 2QY
- or, if she ceases to be the Contract Administrator, such other person as the Employer nominates in accordance with clause 3.10 of the Conditions.
- Article 4: The Principal Designer for the purposes of this Contract shall be the Contractor
- 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: The Principal Contractor for the purposes of the CDM Regulations shall be 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 9: New Article 9 shall be added as follows:
 Modifications. The Articles of Agreement and the Conditions shall have effect as modified by the Employer’s Schedule of Amendments attached hereto.

Contract Particulars

Item	Insertion
1.1 List of Properties in the Contract Area (first Recital)	Properties owned and managed as listed in the Asset List
1.2 Description of types of work	provision of commercial Gas & Non-Gas Heating Servicing, Repairs, Maintenance and Installations
2. Supplemental Provisions (Fifth Recital and Schedule)	
Collaborative working	Paragraph 1: applies
Health and Safety	Paragraph 2: applies
Cost savings and value improvements	Paragraph 3: applies
Sustainable development and environmental considerations	Paragraph 4: applies
Performance Indicators and monitoring	Paragraph 5: applies
Notification and negotiation of disputes	Paragraph 6: applies
Where Paragraph 6 applies, the respective nominees of the Parties are	Employer’s nominee: [REDACTED] [REDACTED] Compliance Specialist and/or [REDACTED] Compliance Senior Specialist
	Contractor’s nominee: [REDACTED]

Item	Insertion
3 Contract Period	Subject to clause 7.1, the contract period shall be 3 (three) years with capacity for the Employer to extend the Contract Period by a period of periods up to 24 months, at the Employer's discretion
commencing on	1 April 2023
4 Arbitration	Article 7 and clauses 9.3 to 9.8 apply.
5 BIM Protocol (where applicable)* State title, edition, date or other identifiers of relevant documents (Clause 1.1)	Not applicable
6 Minimum Value of any one Order	Minimum Value: £50 + VAT per order
Maximum Value of any one Order	No Maximum Value of any one Order
7 Approximate anticipated Value of work to be carried out under this Contract	£165,300.00(<i>one hundred and sixty five thousand, three hundred pounds</i>) per annum
8 Priority coding for Orders (Clause 2.6)	Priority coding as follows: A (breakdowns) Within 4 hours to undertake such work as is required for Security, Safety and Health, otherwise as detailed in Appendix 2 of Appendix A of the Contract Specification B (servicing) As programmed. C (additional works) As detailed in Appendix 2 of Appendix A of the Contract Specification D (Right to Repair) Within 1 working day (unless otherwise defined in legislation).

Item	Insertion
	C (additional works) As detailed in Appendix 2 of Appendix A of the Contract Specification D (Right to Repair) Within 1 working day (unless otherwise defined in legislation).
9 Construction Industry Scheme (CIS) (Clause 4.2)	The Employer at the commencement of the Contract Period is not a 'contractor' for the purposes of the CIS
10 Progress Payments (Clauses 4.3, 4.4 and 4.5)) <i>Estimated value of an Order above which progress payments can be applied (If none is stated, it is £2,500)</i>	See clause 4.3 in the Schedule of Amendments – Monthly payments applicable
Valuation Dates <i>(if no date is stated, the Valuation Date is the last day of each month)</i>	The Valuation Date in each month is the last day of the month and the Application shall be received no later than the 15th day of the following month
11 Responsibility for measurement and valuation (Clause 5.2) <i>(Unless one of the 3 options opposite is selected, the Contract Administrator shall measure and value all Orders)</i>	The Contract Administrator shall measure and value all works to be included in each monthly progress payment
12.1 Schedule of Rates (Clauses 5.3, 5.6.1 and 5.6.2)	Contractor's tendered schedule of rates contained in Schedule 2
The Schedule of Rates is subject to adjustments of the rates listed in that Schedule by the of the Adjustment Percentage which is	not applicable
12.2 Where the Schedule of Rates is the National Schedule of Rates the	

Item	Insertion
version(s) identified opposite are to apply	not applicable
12.3 Rates – Fluctuations Clause 5.6.1 <i>(Unless “applies” is deleted, the clause shall be deemed to apply)</i>	
12.4 Basis and dates of revision (Not applicable where 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 <i>(If no basis is identified the rates remain fixed for all Orders)</i>	is as follows: the rates tendered shall be subject to fluctuation adjustments based upon the Consumer Price Index (“CPI”) (see http://www.statistics.gov.uk) with a base date of 1 January each year and annually thereafter for the duration of the Contract Period.
Where clause 5.6.1 applies, the dates as at which the Schedule of Rates is to be revised are: <i>(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)</i>	The first applicable adjustment for rates will be effective from 1 April 2024 with adjustments based on the average of the published CPI figures between 1 January 2023 and 31 December 2023
13.1 Daywork Valuation – percentage additions (Clauses 5.4, 5.6.3 and 5.6.4)	
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:	

Item	Insertion
Overheads and profit on Materials	5.0%
Overheads and profit on Plant, Services and Consumable Stores	5.0%
Overheads and profit on Sub-Contractors	5.0%
13.2 Revision of Schedule of Hourly Charges (Clause 5.6.3) <i>(unless "applies" is deleted, the clause shall be deemed to apply)</i>	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)	
14 Overtime Work (Clause 5.7) The percentage addition in respect of overheads and profit on non-productive overtime rates is <i>(Not applicable where an inclusive rate for such overtime is included in the Schedule of Hourly Charges)</i>	See clause 5.7.4
(Normal working hours are between 8am and 5.30pm Monday to Friday (excluding Public Holidays). No weekend working will be permitted without the written authorisation of the Contract Administrator. All overtime costs shall be the responsibility of the Contractor including evening and Saturday morning appointments unless specifically ordered in writing by the Contract Administrator. All work carried out under 'Emergency' priority code will be paid for using normal working hours rates regardless of when the work is undertaken).	

Item	Insertion
15 Insurance (Clauses 6.4.1, 6.7A, 6.7B, 6.8 and 6.11)	
15.1 Contractor's Public Liability insurance; injury to persons or property – the required level of cover is not less than	Public Liability: £10,000,000.00 for any one occurrence or series of occurrences arising out of one event
15.2 Percentage to cover professional fees	15%
15.3 Insurance of existing structures – clause 6.7A.1 <i>(Unless otherwise stated, clause 6.7A.1 applies. If it is not to apply, state the reference number and date or other identifier of the replacement document(s))</i> (<u>applies</u> (‘the ‘Clause 6.7A.1 Replacement Schedule’)
15.4 Insurance of work or supply comprised in Orders – clause 6.7B <i>(If neither entry is deleted, the clause does not apply)</i>	applies
15.5 Where clause 6.7B applies and cover is to be provided under the Contractor's annual policy, the annual renewal date is (as supplied by the Contractor)	<u>26 August 2023</u>
15.6 Terrorism Cover – details of the required cover <i>(Unless otherwise stated, Pool Re Cover is required)</i>	<u>Not required</u>
16 Break Provisions – Employer or Contractor (Clause 7.1)	3 months
17 Settlement of Disputes (Clauses 9.2, 9.3 and 9.4.1)	
Adjudication	Nominator of Adjudicator: The Royal Institution of Chartered Surveyors

Arbitration
Appointer of Arbitrator

President or a Vice-President of
The Royal Institution of
Chartered Surveyors

- 18 Contractor's Representative shall
be *(or such other person appointed
by the Contractor in accordance with
new clause 3.3.3)*

Schedule of Amendments to the JCT Measured Term Contract 2016 Edition

The Conditions of the JCT Standard form of Measured Term Contract 2016 edition shall be incorporated in to this Contract and shall be amended in accordance with the following:

Definitions

Clause 1.1:

“Contract Documents” - delete the definition and replace with the following words:

“This Contract including the Conditions of Contract attached hereto together with the Schedule of Amendments to the JCT Measured Term Contract 2016 Edition attached hereto (“Schedule of Amendments”), which Schedule of Amendments shall prevail over any of the other documents listed below in the event of conflict between those documents and the Schedule of Amendments;

the Recitals, Articles, Contract Particulars and the Conditions of the JCT Measured Term Contract 2016 as construed by the Conditions of Contract and amended by the Schedule of Amendments;

The Contract Specification contained at Schedule 1 of this Contract;

The Framework Agreement namely the South East Consortium Heating & Compliancy Management Framework (OJEU Ref 2019S 115-282443);

The Contractor's Tender Document as contained in Schedule 2 of this Contract;

And the Contract Documents shall have priority in the order set out above.”

“Employer” – at the end of the definition, insert the words “and it's permitted assignees under this Contract”

“Order” – at the end of the definition, add the following wording “including provision of breakdown service and programmed servicing and issue of Landlord's Gas Safety Certificates.”

Insert the following new Definitions:

“Asset List” means the list of assets contained in Appendix C of the Contract Specification

“Contract Specification” means the Employer’s contract specification contained at Schedule 1 of this Contract

“Controller” is as defined within the Data Protection Legislation

“Data Protection Impact Assessment” is as defined within the Data Protection Legislation

“Data Protection Legislation” - means (i) the Data Protection Act 1998 (“DPA 1998”), (ii) the General Data Protection Regulation (Regulation (EU) 2016/679) (“GDPR”), Law Enforcement Directive (Directive (EU) 2016/680) (“LED”), (iii) the Data Protection Act 2018 (“DPA 2018”) to the extent that it relates to processing of personal data and privacy and (iv) all applicable Legislation about the processing of personal data and privacy;”

“Data Subject” is as defined within the Data Protection Legislation

“Domestic Law” the law of the United Kingdom or a part of the United Kingdom.

“Environmental Laws” - any law statute, statutory instrument or legislation of the European Union having effect in the United Kingdom, or circulars, guidance notes and the like issued by the United Kingdom Government or relevant regulatory agencies relating to the protection or pollution of the environment (within the meaning of the Environmental Protection Act 1990)”

“Force Majeure” – means:

- a) war, civil war, conflict or terrorist attack arising within and affecting the United Kingdom; and/or
- b) nuclear, chemical or biological contamination of the Provider’s property arising from any of the events at (a) above; and/or
- c) riot, flood or earthquake; and/or
- D) disease, epidemic or pandemic, including Covid-19 (Coronavirus), and/or the taking of any measures to prevent, delay, reduce or otherwise mitigate its spread and/or its effects; and/or
- d) any circumstances beyond the reasonable control of either of the Parties.

“Hazardous Substances” - any substances which are capable of carrying harm to man or any living organisms supported by the environment (within the meaning of the Environmental Protection Act 1990)”

“Information Commissioner” is as defined within the Data Protection Legislation

“Key Performance Indicators” or **“KPIs”** – the Key Performance Indicators contained at Appendix B of the Contract Specification

“Personal Data” is as defined within the Data Protection Legislation

“Processor” is as defined within the Data Protection Legislation

“Proprietary Material - all drawings, details, plans, specifications, schedules, reports, calculations and other work, whether in written or electronic form (and any designs, ideas and concepts contained in them) prepared, conceived or developed by or on behalf of the Contractor in connection with this Contract and/or any Order”

“TUPE Directive” means Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses.

“TUPE Regulations” means Transfer of Undertakings (Protection of Employment) Regulations 2006

“Working Day” - any day other than Saturday, Sunday and any bank or public holiday and Working Days shall be construed accordingly

“Data Subject” is as defined within the Data Protection Legislation, more specifically being the Data Protection Act 2018

Reckoning Periods of Days

Clause 1.4 - Delete all wording and insert as heading **“Reckoning Periods”**. Add as wording “ Where under this contract an act is required to be done within a specified period of calendar days/hours after or from a specified date/time, the period shall begin immediately after that date/time.”

Working Day

Add new clause 1.8 as follows:

Where this contract refers to any period of time stated as “day” or “days”, this shall be amended to read “Working Day” or “Working Days” as appropriate.

Contractor’s Obligations

Clause 2.1 shall be amended as follows - at end of clause insert "When requested to do so by the Employer, the Contractor shall provide the Employer with evidence that he has complied with and given all notices required by the Statutory Requirements."

The following new clauses shall be inserted:

“2.1A The Contractor shall fully carry out the Works using all the reasonable skill, care, expedition and efficiency to be expected of a properly qualified and competent contractor (and to the extent that the Order includes any design to be carried out by the Contractor using all the reasonable skill, care, expedition and efficiency to be expected of a properly qualified and competent architect or other appropriate designer) who is experienced in carrying out work (and

preparing designs) of a similar scope, nature and complexity and size to the Order.

- 2.1B The Contractor shall work in a proper and workmanlike manner and fully in accordance with the Contract Administrator's instructions, any instructions of the Employer, the Contract Documents and other Statutory Requirements and shall give all notices required by the Statutory Requirements.
- 2.1C To the extent that the Order contains any design, the Contractor shall be responsible for carrying out and completing the entire design for the Order.
- 2.1D The Contractor shall take due account of the terms of any agreements between the Employer and third parties as are from time to time disclosed to him and shall perform his obligations under this Contract in such a manner as not to constitute, cause or contribute to any breach by the Employer of his obligations under such agreements and shall indemnify the Employer in respect of any loss and/or damage which he incurs as a result of any breach by the Contractor of this clause where such loss and/or damage arises under such agreements.
- 2.1E The Contractor shall not use, generate, dispose of or transport to the Site any Hazardous Substances otherwise than in accordance with Environmental Laws.”

Materials, Goods and Workmanship

Clause 2.2.1 shall be deleted and replaced by the following new clause 2.2.1:

“The Contractor in carrying out each Order shall not specify or use materials which are generally known at the time of use to be deleterious to health and safety or to durability in the particular circumstances in which they are used and the Contractor shall use materials, goods and workmanship of the quality and standards specified in the Order, or if not so specified, of the quality and standard to be expected of a contractor experienced in works of a like nature to the works set out in the Order. The Contractor warrants to the Employer that he has not specified and will not specify for use nor use in carrying out each Order any substance and/or material which is not in conformity with any relevant British or European Standards or Codes of Practice or which are generally known to the UK construction industry to be deleterious to health and safety or the durability of the Works in the particular circumstances in which it is used or which is not used in accordance with the guidance contained in the BCO publication "Good Practice in the Selection of Construction Materials" current at the date of use.

Clause 2.2.2 shall be deleted and replaced by the following new clause 2.2.2:

“Where and to the extent that the approval of the quality of materials or goods or of the standards of workmanship is a matter for the opinion of the Contract Administrator, such quality and standards shall be to his reasonable satisfaction. No approval, express or implied, by the Contract Administrator shall in any way diminish the Contractor's obligations under this Contract or relieve him from compliance with any of its terms, nor shall any approval of drawings constitute an instruction for, or sanction

of, any variations incorporated in it. To the extent that the quality of materials and goods or standards of workmanship are not described in the Order nor stated to be a matter for such opinion or satisfaction, they shall be of a standard appropriate to the relevant work. For the avoidance of doubt the standards of workmanship required pursuant to this clause shall be no less than those set out in British Standard 8000 or any other standard that may be applicable.”

Clause 2.2.4 shall be amended as follows: In line 1 of final paragraph delete "encourage" and insert "procure that the".

Insert new clause 2.2.7 as follows:

"Where any Order so requires, the Contractor shall carry out all and any design works necessitated by any Order. Without prejudice to any express or implied warranties or conditions in respect of such design works the Contractor shall have the like liability to the Employer as would a professionally competent and qualified designer experienced in carrying out designs of a similar nature to that specified in the Order."

Rights of Employer

Clause 2.3.5 - the following words shall be deleted “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”.

Clause 2.3.6 shall be deleted and replaced with the following new clause 2.3.6:

“Any materials and/or goods supplied by the Employer for any Order shall be at the sole discretion of the Employer”

Value of work to be carried out under this Contract

Clause 2.5 shall be deleted and replaced with the following new clause 2.5:

“The Employer is not obliged to provide the Contractor with any Orders nor does the Employer give any 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. For the avoidance of doubt, the Employer shall not be liable for any loss of profits, loss of contracts or other costs, expenses or losses suffered or incurred by the Contractor as a result of the Contractor not being awarded any Orders under this Contract.”

Programme

Clause 2.7 shall be amended by deleting the words “Nothing in the programme or in any amendment or revision of it shall impose any obligations beyond those imposed by the Contract Documents” and replacing this with the following words:

"The Contractor Administrator shall have 7 days from receipt of the programme to approve or register its disapproval, in writing, of the programme. If the Contract Administrator fails to respond within the 7 days then it shall be deemed to have

approved. Provided the Contract Administrator has approved or deemed to have approved the programme, the Contractor shall procure that all of the works carried out in accordance with or under any Order(s) is carried out strictly in accordance with the programme. If the Contract Administrator has stated to the Contractor that it does not approve of the programme then the Contractor shall resubmit a revised programme to the Contract Administrator for approval and this process shall be repeated until the Contract Administrator has given its written approval to the programme, whereupon the Contractor shall carry out the works within the order strictly in accordance with such approved programme.”

Divergence from Statutory Requirements

Clause 2.8.2 shall be deleted and replaced with the following new clause 2.8.2:

“Provided the Contractor has provided the written notice specified in clause 2.8.1 then it shall not be liable under this Contract if the work carried out under an Order, does not comply with the Statutory Requirements, but only to the extent that the non-compliance results from the divergence between the Statutory Requirements and either an Order or a Variation that the Contractor has previously advised the Employer of in accordance with clause 2.8.1.”

Extension of Time

Clause 2.10.1 shall be deleted and replaced with the following new clause 2.10.1:

“If, at any time during the course of completing an Order, the Contractor shall establish that the progress of the works under the Order shall have been effected by reason of:

- (i) Force Majeure; or
- (ii) fire, lightning, explosion, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, earthquake, aircraft or other aerial devices or articles dropped from them, riot or civil commotion or any other risks insured against,

the Contract Administrator shall allow such extension of time as is fair and reasonable in the circumstances upon written application by the Contractor to the Employer and Contract Administrator provided always that such application is made immediately that the Contractor is aware that such delay has or might occur (which written application shall include any documentation the Contractor may wish to provide in support of or justifying its application and the Contractor's assessment of the extension of time it seeks). To the extent that any extension of time is granted, a revised date for completion for the Order shall be fixed by the Contract Administrator and notified to the Contractor.”

Insert new clause 2.10.4 as follows:

“If the Contractor fails to complete any Order by the Order Date for Completion stated therein or within any extended time fixed under this clause 2.10 in respect of that Order or otherwise fails to complete any Order in accordance with this Contract then the

Contract Administrator may issue a certificate to that effect and at any time thereafter may employ and pay other persons to execute and complete the work described in such Order. Without prejudice to any rights and remedies the Employer may have under statute, in tort, for breach of contract or otherwise, all costs incurred thereby (including but not limited to administration costs, legal costs associated with any adjudication, mediation or court award, compensation the Employer is required to pay under the Right to Repair regulations, its tenant agreements and resident compensation policies) may be 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 by the Employer as a debt."

Order Completion Date

Insert new clause 2.11.3:

"If the Contract Administrator is required to attend any Property for the purposes of assessing whether or not an Order has been completed in accordance with this Contract on more than two occasions, then the cost to the Employer of any further attendance by the Contract Administrator shall be borne by the Contractor."

Defects

Clause 2.12 shall be renumbered 2.12.1 and amended by deleting the words "6 months" and substituting with "12 months" and adding the words "and shall commence rectification within 5 days of notification" at the end of the Clause:

Additional Clause 2.12.2:

"In the case of default, the Employer may provide labour and/or materials or enter into a contract to make good such defects and all costs and expenses consequent thereon shall be borne by the Contractor and shall be recoverable from the Contractor by the Employer either by offsetting against monies due on any contract with the Employer or by directly invoicing the Contractor."

Assignment

The clause heading shall be amended from "Assignment" to "Assignment and Novation"

Clause 3.1 shall be deleted and replaced with the following new clauses:

"3.1.1 The Employer may assign or otherwise transfer this Contract or the benefit hereof at any time without the consent of the Contractor. The Contractor hereby consents to the novation of this Contract by the Employer and agrees to enter into such documents as are required to effect such novation. The Contractor shall not assign, novate or otherwise transfer this Contract without the prior written consent of the Employer.

3.1.2 The Contractor undertakes with the Employer not to contend that any person to whom this Contract may be assigned will be precluded from recovering under this

Contract any loss resulting from any breach of this Contract either by reason that the person is an assignee and not the original party to this Contract or by reason that the Employer named in this Contract or any intermediate owner of the Employer's interest in the Works shall escape loss resulting from such breach by reason of the disposal of its interest in the Works.”

Sub-Contracting

Delete Clause 3.2 and replace with the following clauses:

- “3.2.1 The Contractor shall not sub-contract any works under the Contract without the previous written consent of the Contract Administrator. Such consent shall not be unreasonably withheld or delayed and shall apply to all works except to the extent otherwise stated in that consent.
- 3.2.2 In the event of the Employer agreeing to any assignment under clause 3.1 or sub-contracting under clause 3.2.1, such consent shall not relieve the Contractor from any liability or obligation under this Contract and the Contractor shall be responsible for the acts, defaults and negligence of any assignee or sub-contractor, his or its agents, servants or employees.”

Contractor’s Representative

Clause 3.3 shall be deleted in its entirety and replaced by the following new clause 3.3:

- “3.3.1 The Contractor shall appoint a competent Contractor’s Representative (as defined in item 18 of the Contract Particulars) for the proper administration of this Contract.
- 3.3.2 The Contractor’s Representative shall have suitable and sufficient qualifications and experience to carry out this function and shall be the representative empowered to act on behalf of the Contractor for all purposes connected with the Contract.
- 3.3.3 The Contractor’s Representative shall be the person named in the Contract Particulars or such other person nominated in writing by the Contractor from time to time to act in the name of the Contractor for the purposes of the Contract.
- 3.3.4 From time to time the Contractor may appoint one or more representatives to act for the Contractor generally or for specified purposes or periods. Immediately any such appointment is made or terminated, the Contractor shall give written notice thereof to the Employer and until such notice is received the Contractor shall be under no obligation to comply with any instruction issued by such representative.
- 3.3.5 Any Order, notice, information, instruction or other communication given to the Contractor’s Representative shall be deemed to have been given to the Contractor.

Additional Clause 3.4.4:

“The Contract Administrator or their representative shall have at all times access to the Site or other places off-site where materials or equipment are being stored or prepared for the works.”

Variations

Additional Clause 3.5.5:

“The Contract and/or the Contract Documentation may be varied to consider changing requirements of the Client, provided that they are fair and reasonable and appropriate to the works. Such changes must be made in writing (or by email) by notice to the Contractor and will be deemed to be accepted if no response to the contrary is received within 14 days of the date of notification. If such a variation affects the rates being used at the time of the variation, then revised rates will be agreed by the parties. If such agreement cannot be reached, then the Contract Administrator will determine what an appropriate revision would be on a fair and reasonable basis.

All variations to the properties and appliances included within the service and repair element of the works will be confirmed in writing (or by email) and will be divided into two types, namely, “Property and Appliance Variations” and “Additional Works Variations”. Details of these variations are described in a) and b) as follows.

As properties for inclusion on any heating installation or replacement program are not yet defined these will be added and omitted to any confirmed program or added and omitted as “one offs” as necessary. Any variation to the standard system types will be agreed and confirmed in writing as such occurs.

a. Property and Appliance Variations

"Property and Appliance Variations" are where a property and or any appliance, ancillary appliance and/or associated system contained therein is added or deleted from the property and appliance schedule.

For domestic properties payment or deduction will be made at a pro rata amount of the annual rate unless service and/or safety inspection work is due or already completed in which case the full annual amount will be paid. All such variations and payment adjustments will occur from the beginning of the month in which they occur.

b. Additional Works Variations

"Additional Works Variations", where the Contractor is required to carry out works, which are deemed by the Contract Administrator to be within the scope of Appendix 4 and 5. Subject to completion the payments for such variations and works will be made on the next available valuation.”

Cancellation of an Order

Additional Clause 3.6.3:

“The provisions of clauses 3.6.2.1 and 3.6.2.2 do not apply where scheduled works or an Order for works is cancelled before any physical works have commenced.”

Exclusion from Site

Clause 3.7 shall be amended by inserting the following sentence at the end of the clause:

“The Contractor shall then ensure that such person is immediately excluded from the Site.”

Additional Employer’s Rights and Remedies

Additional Clause 3.11:

“Where the Contractor’s performance significantly and consistently fails to meet the required targets or Key Performance Indicators (KPI’s) and the Contractor has not proposed acceptable remedial measures in respect of such failings within 28 days of being requested by the Contract Administrator in writing to do so, or the Contractor indicates that their current workload will not enable them to complete within targets, the Employer may award work to other contractors. Where works are awarded to other contractors, it will be measured and valued using fair and reasonable tendered rates. Should this incur additional costs to the Employer, the Employer reserves the right to charge the Contractor the extra-over cost plus 10% administration costs.”

Progress Payment

Clause 4.3 shall be deleted and replaced with the following new clause:

“Monthly Payment

Payments shall be made on a per calendar month basis and shall include all Orders completed in the previous calendar month that have been agreed as completed by the Contract Administrator and shall form part of the Contractor’s monthly payment application in accordance with clause 4.5.1.”

Payment Application

Clause 4.5.1 shall be amended by inserting the words “Subject to clause 4.3” at the beginning of the clause.

Payments – final date and amount

Clause 4.6.1 to be removed entirely.

Clause 4.6.2 to be deleted and the following clause shall be inserted:

“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 following receipt of the Contractor’s VAT invoice, within 14 days of receipt of the certificate, in the sum described on the certificate.

Any such invoices submitted will be subject to approval by the Contract Administrator prior to these being passed for payment by the Employer.

The Employer shall pay any such properly due invoice within 30 days of receipt of the invoice.”

Damages

Add the following as an additional Clause 4.8 Damages

“Damages will be imposed by the Employer for defaults in performance of the Contractor in accordance with the requirements and standards of the “Right to Repair Regulations”, the Employer’s compensation policy and as below.

Damages may be rendered in one of the following two methods:

- 1) When damages occur the Contract Administrator shall submit a damages account to the Contractor on a monthly basis and the Contractor Administrator will show this amount as a credit on the next available monthly valuation; or
- 2) The Contract Administrator may also instruct the Contractor to pay direct to the Tenant an amount appropriate for the breach of contract affecting the service to that tenant.

Damages will be levied according to compensation levels of the “Right to Repair Regulations”, or as follows:

1. Failure to keep an appointment with the Contract Administrator or a tenant.
2. Visit carried out by the Contract Administrator as a consequence of a substantiated tenant’s complaint.
3. For each substantiated complaint regarding standard of workmanship or conduct of the Contractor.
4. Identification of substandard work by the Contract Administrator per occurrence.
- 5a. Failure to complete any work within the prescribed time scales (cost per day) excluding void works.
- 5b. Failure to complete work within prescribed timescales: weekly rental for each full and part week.
6. Application of an administration fee by the Contract Administrator if any additional works request is found to be unsubstantiated.
7. Compensation to tenants other than that listed in 1 to 6 above will be in accordance with the employer’s Compensation Policy as prevailing at the time of the complaint.

The above amounts to be paid out will be discussed during the mobilisation meetings”

Valuation – day work

Clause 5.4.2 shall be amended by inserting the words “and any other evidence required by the Employer.” at the end of the clause.

Derived Rates

Clause 5.5 shall be deleted and replaced by the following new clause 5.5:

“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 Rates, as the case may be, the value shall be decided by the Contract Administrator and shall be based upon such rates or prices as may fairly be deducted 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 ascertained on a fair and reasonable basis by the Contract Administrator after consultation with the Contractor.”

Overtime

Additional Clause 5.7.4:

“Where the Contractor wishes to work outside normal working hours, he must first obtain the permission of the Contract Administrator and the person in charge of the premises. In these circumstances no additional or enhanced payments will be made.”

Liability of the Contractor – personal injury or death

Clause 6.1 shall be amended by inserting the words “or of any obligation pursuant to clause 2.12,” in the third line after the word “Order” and before the word “except”.

Liability of the Contractor – injury or damage to property: nuisance

Clause 6.2 shall be amended by inserting the words “or of any obligation pursuant to clause 2.12” in the fourth line after the word “Order” and before the word “and”.

The following words shall be inserted at the end of clause 6.2:

“The Contractor shall at all times reasonably prevent any public or private nuisance (including without limitation any such nuisance caused by noxious fumes, noisy working operations or the deposit of any materials or debris on the public highway) or other interference with the rights of any adjoining or neighbouring landowner, tenant or occupier or any statutory undertaker arising out of an Order or of any obligation pursuant to clause 2.12 and shall defend or, at the Employer's option, assist the Employer in defending any action or proceedings which may arise as a result of any breach by the Contractor of its obligations under this Contract.”

Contractor's Insurance and his Liability

Additional clause: 6.4.3

“Without limiting his other obligations under the Contract or otherwise at law, the Contractor shall maintain professional indemnity insurance of not less than £2,000,000 (TWO million) in respect of each and every claim.”

Related Definitions

Under clause 6.6, the definition of “Joint Names Policy” shall be amended by inserting the words “and any funder or other third party as the Employer may require” after the word “Contractor” and before the word “as”.

Additional clause 6.15

“The Contractor shall ensure so far as is reasonably practicable the health, safety and welfare at work of his employees and shall conduct his undertakings in such a way as to ensure that persons other than his employees who may be affected by his operations are not exposed to risks to their health or safety and shall in all respects perform all his duties under the Health and Safety at Work etc. Act 1974 and all Health and Safety Regulations made thereunder.”

Collateral Warranties and Copyright

Insert new clause 7A as follows:

“Contractor Warranties in favour of others

7A1 If required by the Employer, the Contractor shall execute and deliver to the Employer deeds of collateral warranty in favour of any purchaser and/or any funder in a form as agreed by the Employer and in each case such deed to be procured and provided to the Employer within 14 days of the Employer's written request to do so. If the Contractor fails to deliver any deed of warranty validly requested under this clause 7A.1 within 14 days of the Employer's request, the Employer may withhold any payment or further payment (as the case may be) which would otherwise be due to the Contractor under this Contract until such deed of warranty is delivered.

Sub-contractor Warranties

7A2 If required by the Employer, the Contractor shall procure that all sub-consultants and sub-contractors appointed to carry out any work shall provide to the Employer a deed of collateral warranty in favour of the Employer and/or any purchaser and/or any funder in the form contained at Appendix I of the Contract Specification or as otherwise agreed by the Employer with such amendments as are required to account for the warrantor being either a sub-contractor or sub-consultant, and in each case such deed to be procured and provided within 14 days of the appointment of the sub-consultant or sub-

contractor or of the Employer's written request as relevant together with a certified copy of the relevant completed appointment document.

Copyright Licence

7A3 The copyright in the Proprietary Material shall remain vested in the Contractor, but the Contractor grants to the Employer an irrevocable royalty-free non-exclusive licence to use and to reproduce any or all of the Proprietary Material for any purpose connected with this Contract and/or any Order, including (without limitation) the execution, completion, maintenance, letting, occupation, management, sale, advertisement, extension, alteration, reinstatement and repair of any works carried out under this Contract and/or any Order."

Default by Contractor

Additional Clause 8.4.1.3:

"fails to comply with any of his obligations including all of the Contractor's obligations contained within the Council's Tender Documents and/or the Contractor's priced Schedule of Rates in respect of this Contract."

Insert new clauses 8.4.2.1 and 8.4.2.2 as follows:

"8.4.2.1 Where the Contractor receives notice under clause 8.4.1 that it has failed to perform the works in accordance with the Contract Documents, the Employer may, without prejudice to any other remedy it may have:

- (i) request from the Contractor that, at the Contractor's own expense and as specified by the Employer, it reschedules and carries out the works in a manner satisfactory to the Employer, which may include rectifying completed works or repeating the provision of any of the works within such period as the Employer may specify by such written notice; and/or
- (ii) withhold or reduce payments to the Contractor, as the Employer shall reasonably deem appropriate in each particular case; and/or
- (iii) request that the Contractor pay or allow to the Employer liquidated damages at the rate stated in the Contract Particulars between the specified date for completion and the actual date of completion; and/or
- (iv) employ a third party to carry out and complete the works.

8.4.2.2 Any expenses incurred which are in addition to the cost of the relevant part of the works arising as consequence of suspension of the works or procuring a third party to carry out the works, shall be recovered in full

from the Contractor, including any administrative costs reasonably incurred by the Employer.”

Renumber existing clauses 8.4.2 and 8.4.3 as 8.4.3 and 8.4.4 respectively.

Actions Prior to Adjudication or Arbitration

Add the following as an additional Clause 9.9 Actions Prior to Adjudication or Arbitration

“In the event that any dispute or difference should arise between the parties it shall; after having attempted to seek a resolution under 9.1, first be referred to the Contract Administrator for determination. The Contract Administrator shall give his decision within 7 (seven) days of the dispute or difference being referred to him.

Should either party be dissatisfied with the determination of the Contract Administrator then both parties shall refer the dispute to Director level within their own organisations to further deliberate and conclude a decision.

Should an agreement not be reached; the parties may refer the dispute to adjudication or arbitration.”

Prevention of Bribery and Corruption

Insert new Section 10 to the JCT Conditions of Contract as follows:

“10.1 The Employer may terminate this contract and recover all its losses if the Contractor (or its personnel):

- (a) fails to comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and
- (b) engages in any activity, practice or conduct which would constitute an offence under, section 1, 2, and 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; or
- (c) engages in any activity, practice or conduct which would constitute an offence under Section 117(2) of the Local Government Act 1972 and any amendment thereto or any subsequent Statutory Requirements or under Statutory Requirements creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to this Contract or any other contract with the Employer; or
- (d) defraud or attempt to defraud or conspire to defraud the Employer.”

“10.2 The Contractor warrants and undertakes to the Employer that:

- 10.2.1 it will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and will not give any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972;
- 10.2.2 it will procure that any person who performs or has performed services for or in its behalf ("Associated Person") in connection with this Contract complies with this clause and subject to the JCT Form of Contract to be used;
- 10.2.3 it will not enter into any agreement with any Associated Person in connection with this Contract, unless such agreement contains undertakings on the same terms as contained in this clause and subject to the JCT Form of Contract to be used;
- 10.2.4 it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Contract;
- 10.2.5 from time to time at the reasonable request of the Employer it will confirm in writing that it has complied with its undertakings under clauses 10.2.1 to 10.2.4 and will provide any information reasonably requested by the Employer in support of such compliance;
- 10.2.6 it shall notify the Employer as soon as practicable of any breach of any of the undertakings contained within this clause of which it becomes aware.

Freedom of Information

Insert new Section 11 to the JCT Conditions of Contract as follows:

- "11.1 The Contractor acknowledges that the Employer is subject to the requirements of the Freedom of Information Act 2000 (the "**2000 Act**") and Environmental Information Regulations and agrees to use all reasonable endeavours to assist the Employer (at the Contractor's expense) to comply with its obligations imposed under those provisions.
- 11.2 The Contractor shall process Information produced in the performance of the Contract or relating to the Contract in accordance with a records management system which complies with the Lord Chancellor's code of practice for the keeping and management of records under section 46 of the 2000 Act.
- 11.3 Subject to Clause 11.6, the Contractor shall and shall procure that its sub-contractors shall:
- 11.3.1 transfer any Request for Information (as defined in the 2000 Act) received by the Contractor or its sub-contractors to the Employer promptly and, in any event, within two Working Days of its receipt;

- 11.3.2 provide the Employer with a copy of all Information belonging to the Employer in its possession or power, which has been requested in the Request for Information in the form that the Employer requires within 5 Working Days of the Employer's request for such Information (or such other period as the Employer may reasonably specify), including such information as the Employer may require in order to comply with the Employer's Publication Scheme (<https://www.folkestone-hythe.gov.uk/your-council/council-information/publication-scheme>);
- 11.3.3 provide all necessary assistance as reasonably requested by the Employer to enable the Employer to respond to a Request for Information within the time for compliance prescribed by section 10 of the 2000 Act;
- 11.3.4 not respond directly to a Request for Information or disclose or release Information without the prior written authority of the Employer.
- 11.4 Subject to Clause 11.6, the Employer shall be responsible for determining, in its absolute discretion, whether:
 - 11.4.1 Information relating to a Request for Information is exempt from disclosure under the 2000 Act or the Environmental Information Regulations;
 - 11.4.2 any Information is to be disclosed in response to a Request for Information.
- 11.5 The Contractor acknowledges that the Employer may be obliged under the 2000 Act or the Environmental Information Regulations to disclose Information:
 - 11.5.1 without consulting the Contractor; or
 - 11.5.2 following consultation with the Contractor and having taken its views into account.
- 11.6 Where the 2000 Act applies to the Contractor (by virtue of an order made under section 5 of the 2000 Act or otherwise), the Contractor shall:
 - 11.6.1 comply with the 2000 Act and any associated Statutory Requirements and codes of practice (including (without limitation) the Secretary of State's and Lord Chancellor's codes of practice issued under sections 45 and 46 of the 2000 Act); and
 - 11.6.2 where the Contractor receives a Request for Information from a third Party under the 2000 Act which relates to the Employer and / or this Contract:

- 11.6.2.1 inform the Employer about the Request for Information and the nature of the Information being sought as soon as reasonably possible;
 - 11.6.2.2 consider and apply all lawful exemptions provided under the 2000 Act to withhold Information sought in terms of the Request for Information;
 - 11.6.2.3 consult with the Employer prior to the disclosure of any such Information; and
 - 11.6.2.4 keep the Employer informed about the Contractor's progress in dealing with any Request for Information and where requested by the Employer, provide the Employer with copies of any correspondence and documents relating to the Request for Information.
- 11.7 The Contractor shall indemnify the Employer against all claims and proceedings and all liabilities, losses, costs and expenses incurred in connection therewith by the Employer as a result of any breach of this Clause 11 by the Contractor, the Contractor's personnel, sub-contractors or agents.
- 11.8 The Contractor acknowledges that the definition of Confidential Information is indicative only and that the Employer may be obliged to disclose Confidential Information pursuant to the Environmental Information Regulations or the 2000 Act."

Data Processing

Insert new Section 12 to the JCT Conditions of Contract as follows:

"12.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 12 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.

12.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Employer is the Controller and the Contractor is the Processor. Appendix F of the Contract Specification sets out the scope, nature and purpose of processing by the Contractor, the duration of the processing and the types of Personal Data and categories of Data Subject.

12.3 Without prejudice to the generality of Clause 12.1, the Employer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Contractor for the duration and purposes of this Contract.

12.4 Without prejudice to the generality of Clause 12.1, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Contract:

- (a) process that Personal Data only on the documented written instructions of the Employer which are set out in Appendix F of the Contract Specification unless the Contractor is required by Domestic Law to otherwise process that Personal Data. Where the Contractor is relying on Domestic Law as the basis for processing Personal Data, the Contractor shall promptly notify the Employer of this before performing the processing required by Domestic Law unless the Domestic Law prohibits the Contractor from so notifying the Customer;
- (b) ensure that it has in place appropriate technical and organisational measures (as defined in the Data Protection Legislation), reviewed and approved by the Employer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) not transfer any Personal Data outside of the UK unless the prior written consent of the Employer has been obtained and the following conditions are fulfilled:
 - (i) the Employer or the Contractor has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective remedies;
 - (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Contractor complies with the reasonable instructions notified to it in advance by the Employer with respect to the processing of the Personal Data;
- (d) notify the Employer immediately if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data;
 - (ii) a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
- (e) assist the Employer in responding to any request from a Data Subject and in ensuring compliance with the Employer's obligations under the Data Protection Legislation with respect to security, breach

notifications, impact assessments and consultations with supervisory authorities or regulators;

- (f) notify the Employer without undue delay on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this Contract;
- (g) at the written direction of the Employer, delete or return Personal Data and copies thereof to the Customer on termination or expiry of the Contract unless required by Domestic Law to store the Personal Data;
- (h) maintain complete and accurate records and information to demonstrate its compliance with this Clause 21 and allow for audits by the Employer or the Employer's designated auditor and immediately inform the Customer if, in the opinion of the Contractor, an instruction infringes the Data Protection Legislation.

12.5 The Contractor shall provide all reasonable assistance to the Employer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Employer, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Works;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

12.6 The Contractor shall indemnify the Employer against any losses, damages, cost or expenses incurred by the Employer arising from, or in connection with, any breach of the Contractor's obligations under this Clause 12.

12.7 Where the Contractor intends to engage a Sub-Contractor and intends for that Sub-Contractor to process any Personal Data relating to this Contract, it shall:

- (a) notify the Employer in writing of the intended processing by the Sub-Contractor;
- (b) obtain prior written consent from the Employer to the processing;

- (c) enter into a written agreement incorporating terms which are substantially similar to those set out in this Clause 12.

12.8 The provisions of this clause shall apply during the continuance of the Contract and indefinitely after its expiry or termination.”

Equal Opportunities, Unlawful Discrimination and Human Rights

Insert new Section 13 to the JCT Conditions of Contract as follows:

- “13.1 In the performance of the Works the Contractor shall comply and shall ensure that its employees, agents and sub-contractors comply with the best professional practice in relation to equal opportunities in particular (but not limited to) all relevant Statutory Requirements including the Equality Act 2010, as well as statutory and other official guidance and codes of practice.
- 13.2 The Contractor acknowledges that the Employer has a general duty under the Equality Act 2010 (“the Act”) to have due regard to the need to eliminate unlawful discrimination and promote equality of opportunity carrying out their functions.
- 13.3 The Contractor shall be considered to have the same obligations as the Employer under the Act when providing the Works under this Contract. The Contractor shall comply with the general duty under the Act as set out in Clause 13.2 above and any Codes of Practice issued by the Equality and Human Rights Commission including (but not limited to) the Statutory Code of Practice on Racial Equality in Employment (2006). The Contractor shall be considered to be in breach of this Clause in the event of any non-compliance with the Act and any Codes of Practice.
- 13.4 The Contractor shall adopt the Employer’s own equal opportunities policies and procedures (as the same may be adopted and amended from time to time as notified to the Contractor) to comply with the statutory requirements of the Act and accordingly shall not, when employing persons for the purpose of performing the Works, discriminate on the grounds of race directly, indirectly or by victimisation.
- 13.5 The Contractor shall indemnify the Employer in respect of any costs and legal expenses incurred in defending any action brought by the Equality and Human Rights Commission and/or any third party against the Employer for non-compliance with the Act and/or any Codes of Practice as a result of the breach of this Clause by the Contractor.
- 13.6 The Contractor shall inform the Contract Administrator as soon as becoming aware of any legal proceedings (whether civil or criminal) brought against the Contractor under the Equality legislation or of any judgements, awards, convictions (not spent or exempted under the Rehabilitation of Offenders Act 1974), or settlements arising therefrom, and shall provide the Contract Administrator with such further information and documentation as may be required in relation thereto.”

Contractor's Persons

Insert new Section 14 to the JCT Conditions of Contract as follows:

“14.1 The Contractor shall comply with all relevant legislation relating to the Contractor's Persons however employed including (but not limited to) the compliance in law of the ability of the Contractor's Persons to work in the United Kingdom.

14.2 The Contractor shall employ sufficient persons to ensure that the works are carried out in accordance with the Contract. The Contractor's Persons engaged in and about the provision of the works shall be properly and sufficiently qualified, competent, skilled and experienced and the Contractor shall ensure that such Persons are properly and continuously trained, sufficiently instructed and adequately supervised with regard to the provision of the works generally and in particular:

- (i) the task or tasks such Persons have to perform;
- (ii) all relevant rules, procedures and statutory requirements concerning health and safety, including the Employer's health and safety policy;
- (iii) all other statutory requirements in connection with the Contract

and the Contractor shall indemnify the Employer against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Contractor of this Clause 14.

14.3 The Employer shall be entitled to require the Contractor to remove from the performance and carrying out of the Works any of the Contractor's Persons whose behaviour is in the opinion of the Employer negligent, (should it become aware) disruptive, disturbing or likely to cause offence to the Employer or its employees and where the Employer has received a valid complaint.

14.4 The Employer shall in no circumstances be liable either to the Contractor or to any Persons (including its sub-contractors) removed pursuant to clause 14.3 in respect of any cost, expense, liability, loss or damage occasioned by such removal and the Contractor shall fully indemnify the Employer in respect of any claim or proceedings made or brought against the Employer by such Contractor's Persons.

14.5 The Contractor shall engage sufficient suitably qualified personnel to ensure that the Works are provided in all respects to the Contract Specification throughout the Contract Period, including (without limitation) during periods of absence of some members of its personnel due to sickness, maternity leave, personnel holidays, personnel training or otherwise.

14.6 The Contractor shall perform the Works in accordance with the arrangements relating to personnel stated in the Contract Specification.

- 14.7 The Contractor shall notify the Contract Administrator of any material amendments to the personnel arrangements during the Contract Period whether or not they fall within the provisions of Clause 14.6 above.
- 14.8 The Contractor shall be responsible for ensuring that personnel engage in and about the provision of the Works only persons who are honest, skilled, competent, diligent, trained and experienced in the work which they are to perform.
- 14.9 The Contractor shall, for the purposes of enabling the Employer and the Contract Administrator to satisfy themselves as to the Contractor's compliance with this Clause 14 maintain at all times accurate and up-to-date records of all personnel who are and who are likely to have any connection with the performance of the Works including attendance records and shall afford the Employer and the Contract Administrator full access to these records upon reasonable notice in writing by the Contract Administrator.
- 14.10 The Contract Administrator shall, on giving notice together with reasons to the Contract Manager or the relevant assistant Contract Manager, have the power to require the Contractor, (but not unreasonably or vexatiously), to remove from the provision of the Works any individual member of the Contractor's personnel or of its sub-contractors including the Contract Manager or an assistant Contract Manager.
- 14.11 The Employer shall under no circumstances be liable either to the Contractor or to its personnel for any cost, expense, liability, loss or damage occasioned by removal under Clause 14 and subject as aforesaid the Contractor shall fully indemnify the Employer in respect of any claim made by the personnel.
- 14.12 For the avoidance of doubt, the Contractor shall at all times be fully and solely responsible under this Contract for the payment of all income or other taxes, national insurance contributions and levies of every kind, relating to or arising out of its employment of any individual after the commencement of the Contract Period and fully indemnifies the Employer against any liability arising as a consequence thereof.
- 14.13 The Contractor will provide details of employee disciplinary and grievance procedures and other policies, which the Employer may request from time to time.
- 14.14 With regard to the Contractor's personnel, including but not limited to full time, part time, temporary, permanent and voluntary personnel and sub-contractors and agents the Contractor undertakes as follows:
 - 14.14.1 to ensure that all of the Contractor's personnel are Police checked in accordance with Statutory Requirements (including but not limited to the Care Standards Act 2000) by ensuring all personnel have current Disclosure and Barring Service ("**DBS**") checks in accordance with the Safeguarding Vulnerable Groups Act 2006, Part 5 of the Protection of Freedom Act 2012 and/or

Protection of Vulnerable Adults Scheme and that checks are carried out in accordance with Statutory Requirements and the Secretary of State Code of Practice under section 122 of the Police Act 1997 and any amendment thereof;

- 14.14.2 to ensure all personnel (as required) have a current enhanced DBS Certificate of Disclosure including a check against the children's barred list, as appropriate if the Service falls within one of the prescribed purposes under Section 5A of the Police Act 1997 (Criminal Records) Regulations 2002 and the Rehabilitation of Offenders Act Exceptions Order 1975;
 - 14.14.3 DBS checks carried out for the Contractor will be accompanied by written confirmation from the DBS that the Contractor is registered for the purposes of initiating DBS checks or has used an umbrella body which is registered to undertake DBS checks;
 - 14.14.4 to comply with all the requirements operated by the DBS and ensure that all of the Contractor's personnel with unsupervised access to children and/or vulnerable adults are registered and checked as required;
 - 14.14.5 to ensure that all of the Contractor's personnel who have lived or worked abroad for more than three (3) months in the last five (5) years obtain a Certificate of Good Conduct acceptable to the Employer, or similar appropriate document, showing that the individual has not been convicted of any act which would render them inappropriate to work with children and/or vulnerable adults;
 - 14.14.6 to undertake that the Contractor complies with the Employer's Recruitment and Selection and Safer Recruitment policies which are available on the Employer's website as updated from time to time; and
 - 14.14.7 to undertake that the Contractor keeps clear records of every member of the Contractor's personnel, including their employment histories, medical clearances, proof of enhanced DBS checks disclosures, notes of face to face meetings, records of checked references and identity in accordance with the Employer's Recruitment and Section and Safer Recruitment policies.
- 14.15 In relation to previous and spent convictions if the Contractor's personnel are exempt from the application of Section 4 (2) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions in Section 3 and Schedule 1 and 2 of the Rehabilitation of Offenders Act 1974 Exception (Amendment) Order 1975 or the Offender Rehabilitation Act 2014, the Contractor undertakes it will ensure that all the Contractor's personnel shall provide information in accordance with the said Acts and Order in relation to convictions which would otherwise be spent under the provisions of the said Acts.

- 14.16 The Contractor warrants that at all times for the purpose of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Contractor in the provision of Works is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereafter, as amended from time to time
- 14.17 The Contractor shall immediately notify the Contract Manager of any information that is reasonably requests to enable it to be satisfied that the obligations of Clause 14 have been met.
- 14.18 The Contractor shall not employ anyone who is barred from, or previous conduct or records indicate that he/she would not be suitable to carry out a Regulated Activity or may otherwise pose a risk to Users.
- 14.19 The Employer (at its own discretion) may refer any information about any individual to the DBS if the conditions of section 77 of the Safeguarding Vulnerable Groups Act 2006 are met.
- 14.20 The Contractor acknowledges that the Employer is under a duty to assist and provide such information it holds to the DBS where the DBS considers the Employer holds relevant information.
- 14.21 The Contractor shall indemnify the Employer against all claims, proceedings, liabilities, losses, costs, damages and expenses howsoever incurred by the Employer as a result of any breach of this Clause 14 by the Contractor and the Contractor's personnel.
- 14.22 Throughout the Contract Period the Contractor undertakes it will:
- 14.22.1 comply with relevant Safeguarding Adults Board (SAB) and Safeguarding Children's Board (SCB) and Safeguarding Children's Board Multi Agency Procedures or equivalent from time to time in place;
 - 14.22.2 have in place its own safeguarding procedures acceptable to the Employer which will be made available to the Employer and Service Users on demand;
 - 14.22.3 ensure the Contractor's personnel are trained and work in accordance with the Contractor's safeguarding procedures at all times including, where required, attendance at SAB and SCB training sessions; and
 - 14.22.4 ensure that all the Contractor's staff that will be responsible for children on a one to one basis are trained in a method of restraint approved by the Employer and receive up-to-date training every three years.

- 14.22.5 The Contractor shall adhere to and comply with any guidelines and/or codes of practice issued by the Employer (including but not limited to the Employer's Recruitment and Selection and Safer Recruitment policies) when selecting and/or recruiting employees and volunteers who may have substantial and unsupervised access to children and adults at risk.
- 14.23 The Contractor shall take all reasonable steps to ensure that all persons involved in providing the Service on behalf of the Contractor understand and follow relevant Safeguarding Children Board's guidance and protocols for safeguarding children and young people.
- 14.24 All persons involved in providing the Service on behalf of the Contractor shall co-operate fully with any investigation by the Employer or with any person authorised by the Employer to conduct an investigation into any allegations of abuse against the Contractor's staff.
- 14.25 All allegations, suspicions and incidents of abuse by the Contractor's staff must be followed up promptly. In the event that immediate danger is reasonably likely, urgent action must be taken and emergency services contacted. Details of concerns and actions taken must be recorded and reported to the Employer, and if appropriate, the Police and any regulatory body.
- 14.26 The Contractor shall ensure that there are robust procedures for responding to and reporting such concerns and that all staff receive appropriate awareness training regarding Safeguarding Children which comply the Employer's Safeguarding Children and Child Protection Policy. The Contractor shall also ensure that they follow the Employer's Whistle Blowing Policy to protect staffs who wish to raise such concerns.
- 14.27 The Employer reserves the right to require the Contractor at no cost to the Employer to remove from performing the Works any Contractor personnel allocated to the performance of the Works by the Contractor who in the reasonable opinion of the Employer is detrimental to the provision of the Works."

Indemnity

Insert new Section 15 to the JCT Conditions of Contract as follows:

- "15.1 The Contractor irrevocably undertakes to indemnify the Employer against any costs, expenses, damages, liabilities, losses, claims and/or proceedings which the Employer may incur in respect of death or personal injury to any person whomsoever and damage to property arising as a consequence of the performance of the Works. The Parties agree that the contraction of any industrial disease as a result of exposure to dangerous materials during the course of the work within this Contract will be deemed to be covered by this condition."

Additional Employer's Requirements

Insert new Section 16 to the JCT Conditions of Contract as follows:

“16.1 Not used

16.2 The Contractor shall ensure that it has policies or codes of conduct in relation to:

- equality and diversity policies
- sustainability
- information security rules
- whistleblowing and/or confidential reporting policies.

16.3 The Contractor shall keep and maintain until 12 years after the Contract has been completed, or as long a period as may be agreed between the Parties, full and accurate records of the agreement including:

- (a) the works provided under it;
- (b) all expenditure reimbursed by the Employer;
- (c) all payments made by the Employer.

The Contractor shall on request afford the Employer or the Employer's representatives with such access to those records as may be required in connection with this Contract.

16.4 The Contractor shall co-operate fully with any enquiry or investigation made by the Employer's internal or external auditors, or any other quality or performance inspectors, that in any way concerns this Contract or any sums claimed or charged in relation to this Contract. The Employer may use information given by the Contractor in connection with this Contract to prevent and detect fraud and money-laundering; it may also share this information, for the same purpose, with other organizations that handle public funds. The Contractor shall take all necessary action to prevent money laundering. Where the Employer deems that the Contractor has been involved in money laundering it will take whatever measures appropriate to prevent this and report such action to the relevant authorities. The discovery of fraud and/or money laundering shall be grounds for termination of the Contractor's employment.

16.5 The Contractor shall comply with any Employer policies affecting the Contract and shall if requested provide the Employer with any relevant information required in connection with any legal inquiry, arbitration or court proceedings in which the Employer may become involved or any relevant disciplinary hearing internal to the Employer and shall give evidence in such inquiries or proceedings or hearings arising out of the Contract. The Contractor shall co-operate fully with the Commissioner for Local Administration in England (the Local Government Ombudsman) in any investigation by him of any complaint relating to the Contract and in enquiries by any of the Employer's Committees. From time to time, the Employer may require the Contractor to provide reports to, or be involved in discussions with, elected members. The Contractor shall comply with the Employer's reasonable requirements and shall not be entitled

to any additional payment in respect thereof save to the extent such costs are incurred as a result of a default on the part of the Employer.

- 16.6 The Contractor shall, upon becoming aware of anything in connection with the Contract that is likely to give rise to legal inquiry or litigation, forthwith notify the Contract Administrator, giving such details as are available.
- 16.7 The Contractor shall deal with any complaints about its performance of the Contract, received from whatever source, in a prompt, courteous and efficient manner. The Contractor shall set up an internal process for dealing with complaints and shall keep a written record of all complaints received and of the action taken in relation to such complaints. The Contractor shall inform the Contract Administrator in writing of all complaints received and of all steps taken, and shall permit its record of complaints to be inspected by the Contract Administrator (or any other person nominated by him) at all reasonable times on reasonable notice.
- 16.8 The Contractor shall not speak to the press or broadcasting media about any matters connected with the Contract without the prior written consent of the Contract Administrator. If the Contractor intends to advertise its provision of the works to the Employer, it shall obtain approval of the Employer before doing so as to the content of such advertisement.
- 16.9 The Contractor should note that it is of the utmost importance that their employees and sub contract employees carry with them at all times their company's identification card to produce when challenged by the Employer's staff or council residents.
- 16.10 Where under the Contract any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum item due or which at any time thereafter may become due to the Contractor under the Contract or under any other similar construction contract with the Employer.
- 16.11 The Contractor shall be deemed to have obtained information on all matters affecting the execution of the works. No claim arising from errors or omissions will be considered.
- 16.12 The Contractor shall comply with all Standing Orders of the Employer in so far as they are applicable to the execution of the Works. It is the responsibility of the Contractor to determine the nature and extent of such Standing Orders for lack of knowledge will not constitute grounds for non-compliance. A copy will be available for inspection on request.
- 16.13 The Contractor shall comply with all statutory requirements to be observed and performed in connection with the Contract and shall indemnify the Employer against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Contractor of this clause."

Bonds and Guarantees

Insert new Section 17 to the JCT Conditions of Contract as follows:

- “17.1 At the exclusive discretion of the Employer, when the Contractor is a subsidiary of another company it shall procure that its ultimate holding company (or, at the Employer’s complete discretion, such other company within the Contractor’s group as the Employer shall require) shall provide a parent company guarantee in favour of the Employer in respect of the Contractor’s obligations under the Contract executed as a deed in the form set out in Appendix G of the Contract Specification. The guarantee must be in place before the Contract commences.
- 17.2 At the exclusive discretion of the Employer, where the Contractor does not have a parent company or where the parent company is not approved by the Employer, the Contractor shall enter into a contract guarantee bond, in the form set out in Appendix H of the Contract Specification or such other form as may be approved and agreed by the Employer at the Employer’s discretion, by which they shall be jointly and severally bound to the Employer in a sum equivalent to 10% of the annual price conditioned for the due fulfilment of the terms and conditions of the Contract. The surety shall be either an insurance company or bank whose registered office is situated in England. The bondsman is to be approved by the Employer. The bond must be in place before the Contract commences.”

TUPE

Insert new Section 18 to the JCT Conditions of Contract as follows:

- “18.1 The Contractor accepts and undertakes that when it tendered for (and entered into) this Contract it has taken into consideration the provisions of the TUPE Directive and the TUPE Regulations and has considered the application or otherwise of those provisions to this Contract and has taken the appropriate action required under the TUPE Directive and/or the TUPE Regulations.
- 18.2 The Employer and the Contractor agree that the transfer of the Works (where applicable) to be effected by this Contract is governed by the TUPE Regulations and accordingly:
- 18.2.1 the Employer shall use reasonable endeavours to request that the existing contractor of works similar to the Works transfers, on the Transfer Date, (as defined in the TUPE Regulations) the contract of employment for each of the Transferring Employees (as defined in the TUPE Regulations) to the Contractor (save insofar as such contracts relate to any occupational pension schemes);
- 18.2.2 on termination of the Contract for whatever reason or expiry of the Contract Period, the Contractor shall discharge all wages salaries and honoraria excluding accrued holiday remuneration (if any) of the Transferring Employees and all other costs and expenses relating to the Transferring Employees for the period from and including the

Transfer Date) and will pay over all deductions properly made therefrom to the relevant authority (including but not limited to taxation and national insurance); and

18.2.3 subject to the Data Protection Legislation, the Employer shall provide to the Contractor such information as may be reasonably required to comply with the TUPE Regulations, including without limitation:

- (a) the number of personnel, including supervisory and administrative personnel employed by the Employer in the provision of the Works;
- (b) the terms and conditions of employment of those personnel; and
- (c) any other information in relation to those personnel as may properly be required by the Contractor under this Clause.

18.3 The Contractor shall at its own cost undertake all liability for and shall fully indemnify the Employer against:

18.3.1 all losses, claims, damages and costs which may be brought against the Employer as a consequence of the Contractor's failure to consider fully the application of the TUPE Directive and TUPE Regulations to this Contract and/or have taken the appropriate action required under the TUPE Directive and TUPE Regulations and arising from the letting of this Contract; and

18.3.2 all reasonable costs, expenses, damages, compensation, fines and other liabilities in connection with any claim arising from a cause of action occurring on or subsequent to the Transfer Date by all or any of the Transferring Employees as a result of their employment with the Contractor.

18.4 On the termination of the Contract for whatever reason or on the expiry of the Contract Period, the Contractor shall supply within seven (7) days of demand by the Employer all such information as the Employer shall consider to be required as a result of the TUPE Directive and the TUPE Regulations, including without limitation:

18.4.1 the number of personnel, including supervisory and administrative personnel, employed by the Contractor and any sub-contractor employed in the provision of the Works;

18.4.2 the terms and conditions of employment of those personnel; and

18.4.3 any other information in relation to those personnel as may properly be required by the Employer under this Clause.

The Contractor shall indemnify the Employer against any liability in law which the Employer may incur by reason of a failure to supply such information within a reasonable time, or by reason of any inaccuracies in such information.

- 18.5 Prior to the termination of this Contract (or any part of this Contract) for whatever reason, the Contractor shall comply with any applicable provisions of the TUPE Regulations and the TUPE Directive including (but not limited to) the requirements with regard to consultation of affected employees pursuant to TUPE Directive Article 6 and TUPE Regulation 10 of the TUPE Regulations in respect of any transfer of an undertaking (which maybe so held by any Court or Tribunal) arising at the end of the Contract Period or on any earlier termination of the Contract (or any part of the Contract) for whatever reason. The Contractor shall indemnify and hold harmless the Employer against all claims whatsoever and howsoever arising which may at any time arise out of the failure on the part of the Contractor to comply with the requirements of this Clause.
- 18.6 If at the termination of the Contract for whatever reason (apart from cause for termination being a result of a material breach of the Contract by the Contractor) the Works cease to be provided by the Contractor and are neither taken back in-house nor transferred to a third-party Contractor, then the Contractor shall use its best endeavours to re-deploy employees previously engaged in the performance of the Contract. If having taken all such steps the Contractor dismisses exclusively on the grounds of redundancy any of the employees previously employed by the Employer in the provision of the Works, the Employer shall (subject to the Contractor consulting and obtaining the written consent of the Employer before making such employees redundant, such consent not to be unreasonably withheld) reimburse the Contractor that amount of an employee's redundancy payments which have been properly incurred and are exclusively attributable to that employee's period of employment with the Employer.
- 18.7 In addition to the provisions contained in Clause 18.5 above, the Parties agree that if during the Contract Period staffing levels are reduced exclusively as a consequence of redundancy of employees, the Employer shall (subject to the Contractor consulting and obtaining the written consent of the Employer before making such employees redundant, such consent not to be unreasonably withheld) reimburse the Contractor such amount of an employee's redundancy payments which have been properly incurred and are exclusively attributable to that employee's period of employment by the Employer. The Contractor accepts liability for all redundancy payments pertaining to the length of service of the relevant employee with the Contractor.
- 18.8 The Contractor shall undertake to include in any sub-contract specific provisions which provide equivalent obligations upon each sub-contractor to those accepted by the Contractor under this Contract and which provide for enforcement by:
- (a) Transferring Employees; and/or
 - (b) the Employer

directly against the sub-contractor and preserving their rights under the Contracts (Rights of Third Parties) Act 1999. Copies of all sub-contracts (un-priced) shall be provided to the Employer upon sub-contract award. The Contractor shall indemnify and hold harmless the Employer against all claims, whatsoever and howsoever arising, which may at any time arise out of the failure on the part of the Contractor to comply with the requirements of this Clause.

- 18.9 The Contractor shall not during the final twelve (12) months of the Contract Period or during the final twelve months of any extension to this Contract:
- (a) Undertake a re-organisation of staff employed in the performance of this contract or working methods other than in accordance with a scheme that has been submitted to and approved in writing by the Employer.
 - (b) Award any pay rise which exceeds the annual rate of inflation without first having obtained the written consent of the Employer.
 - (c) Agree or implement any alteration to the terms and conditions on which staff are employed on the Contract without first having obtained the written consent of the Employer.”

Compliance with Anti-Slavery and Human Trafficking Laws

Insert new Section 19 to the JCT Conditions of Contract as follows:

- “19.1 In performing its obligations under this Contract, the Contractor shall:
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
 - (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
 - (c) include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this Clause 19.
- 19.2 The Contractor represents and warrants that:
- (a) neither the Contractor nor any of its officers, employees or other persons associated with it:
 - (i) has been convicted of any offence involving slavery and human trafficking; and

- (ii) to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 19.3 The Contractor shall implement due diligence procedures for its subcontractors, and suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 19.4 The Contractor undertakes not to purchase any resource, raw materials or livestock products that have been sourced from producers, farmers or manufacturers using forced labour or child labour in its operations or practices.
- 19.5 The Contractor shall notify the Employer as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.
- 19.6 The Contractor shall as part of its annual performance review with the Employer prepare and deliver to the Employer an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.
- 19.7 The Contractor shall:
 - (a) maintain a complete set of records to trace the supply chain of all goods and services provided to the Employer in connection with this Contract; and
 - (b) permit the Employer and its third-party representatives, on reasonable notice during normal business hours to have access to and take copies of the Contractor's records and any other information and to meet with the Employer's personnel to audit the Employer's compliance with its obligations this clause; and
 - (c) implement annual audits of its compliance, either directly or through a third-party auditor. The first set of audits shall be completed by not later than the anniversary of the commencement date of this Contract.
- 19.8 The Contractor shall implement a system of training for its employees to ensure compliance with anti-slavery and human trafficking laws, statutes, regulations and codes.
- 19.9 The Contractor shall keep records of all training offered and completed by its employees to ensure compliance with anti-slavery and human trafficking laws, statutes, regulations and codes and shall make a copy of the record available to the Employer on request.

- 19.10 The Contractor shall indemnify the Employer against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by or awarded against the Employer as a result of its failure to comply with anti-slavery and human trafficking laws, statutes, regulations and codes.
- 19.11 The Contractor represents, warrants and undertakes that it conducts its business in a manner that is consistent with anti-slavery and human trafficking laws, statutes, regulations and codes.
- 19.12 The Employer may terminate the Contract with immediate effect by giving written notice to the Contractor if the Contractor fails to comply with anti-slavery and human trafficking laws, statutes, regulations and codes.”

Insert new Section 20 to the JCT Conditions of Contract as follows:

“Greenhouse Gases and Carbon Emissions

20.1 The following definitions apply in this clause and in Schedule 3:

“GHG Emissions” means the emissions of GHGs from all sources related to this Agreement, categorised as “Scope 1” and “Scope 2” emissions by The Greenhouse Gas Protocol: A Corporate Accounting and Reporting Standard, Revised Edition 2015 as updated from time to time;

“Greenhouse Gases (GHGs)” means the natural and anthropogenic gases which trap thermal radiation in the earth’s atmosphere and are specified in Annex A to the Kyoto Protocol to the United Nations Framework Convention on Climate Change (UNFCCC), as may be amended from time to time, which include carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), sulphur hexafluoride (SF₆), and nitrogen trifluoride (NF₃), each expressed as a total in units of Carbon Dioxide Equivalent (CO₂e).

“Overall Sustainability Impact” means the Contractor’s assessment and performance of the relevant social, environmental and economic policies related to this Agreement in accordance with the Small business user guide: Guidance on how to measure and report your greenhouse gas emissions published by the Department for Environment, Food & Rural Affairs Published on February 2012 <https://www.gov.uk/government/publications/small-business-user-guide-guidance-on-how-to-measure-and-report-your-greenhouse-gas-emissions>.

“Sustainability Report” has the meaning given to it in clause 20.3.

20.2 In performing its obligations under this Contract, the Contractor shall, where applicable to this Contractor, to the reasonable satisfaction of the Employer:

20.2.1 in its operations, comply with all applicable environmental law, including in relation to waste disposal, GHG emissions and the handling of hazardous and toxic materials and the provision of certificates if requested and as appropriate;

20.2.2 demonstrate low carbon resource efficiency, including minimising the use of resources and responding promptly to the Employer's reasonable questions;

20.2.3 minimise the release of GHG emissions, air pollutants and other substances damaging to health and the environment in providing the Services taking into account factors including the locations from which materials are sourced, transport of materials, work-related travel by relevant staff, emissions from Contractor offices and equipment.

20.3 On each anniversary of the Works commencement date as specified in the Contract Particulars, the Contractor shall complete and submit to the Employer a sustainability report in relation to the Works, which shall be in the form specified in Schedule 3 (the "Sustainability Report"), and include the assumptions used in the reporting and contain information on:

20.3.1 the Contractor's GHG emissions associated with the delivery of this Contract in accordance with established best practice and internationally accepted standards

20.3.2 the Contractor's water use (in metres cubed);

20.3.3 the Contractor's energy consumption for all fossil fuels (in kilowatt-hours (kWh)) relating to assets used at Employer premises or other locations;

20.3.4 transport use (and resulting GHG emissions from transport fuel) for goods delivered to, or Contractor staff travel to, Employer premises or other Employer locations or the location where the contract is delivered;

20.3.5 volume of waste (in kilograms/tonne) produced at Employer premises or other locations that relate to the provision of the Works, including how the Contractor intends to process and dispose of waste; and

20.3.6 the Overall Sustainability Impact of the Works, including improvements identified by the Contractor, new policies or targets adopted to reduce

the environmental impact of the Contractor's operations and contributions towards any Employer environmental policies or targets.

SCHEDULE 1

Contract Specification

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Appendix A

Commercial Heating Specification



Folkestone & Hythe
District Council

Commercial Heating Contract Technical Specification

Appendix 1

Preliminaries and Operation of Contract

**Phoenix Compliancy Management
4 Waterside Court**

**Galleon Boulevard
Crossways Business Park
Dartford Kent**

DA2 6NX

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SCHEDULE 1 – GENERAL CONDITIONS

1.1 ABOUT THIS CONTRACT

Folkestone and Hythe District Council (“the Employer”) is seeking to employ a Contractor to provide cyclical gas/heating service, maintenance and installation services across the totality of their housing stock.

This document outlines the service delivery standards, the General Conditions and Operation of the Contract.

1.2 SCOPE OF WORKS GENERAL

It will be the appointed Contractor’s specific remit to ensure that to the best of their ability any liability of the Employer under the gas safety and other relevant legislation pertaining to this work is discharged and to provide a high-quality service and end user experience for all residents.

The Contractor will be pro-active in this respect and work collaboratively with all parties to meet this requirement.

Throughout the term of the contract the appointed Contractor will work with the Employer on an on- going and proactive basis to agree key improvement areas and to increase the standards of service delivered in those areas. The Contractor will also be proactive in determining what is perceived to be industry best practice and to consider how that might impact on and be incorporated within the service being delivered.

Some of the properties included within the contract may be classed as “Supported” and require special attention, such as joint visits with Employer’s Staff to effect repairs and servicing, and safety checks which may need to be carried out outside of the defined normal working hours.

1.3 SCOPE OF WORKS SERVICE AND REPAIR

The Contractor will deliver services in accord with the requirements described within the scope of the service and repair specification within document Appendix 2.

The services will cover but not be limited to all aspects of servicing, repair and gas safety inspections to commercial/communal appliances and systems, domestic gas appliances and systems, LPG, electric, solid fuel, oil fired appliances and systems, smoke alarms, CO detectors, thermostatic mixing valves and various forms of renewable technologies all as detailed within documents Appendix 2 and Appendix 4 and the additional works described within document Appendix 3.

An awareness of the requirements in respect of Water System Cleansing and ACOP L8 risk assessments and management is required but no work of this nature will be completed under this contract.

The Contractor will also provide similar services to any other related or similar appliance, system, or ancillary control not specifically detailed within this specification as are currently available and that may become available throughout the life of this contract. Where necessary revised rates may be agreed as and when such occurs, and The Contractor will identify training and other needs as required to facilitate this requirement.

The service and repair works will be at a fully inclusive rate with no additional reduction being applied for any in warranty appliances and/or systems. This inclusive service will include giving residents energy efficiency and system operation advice as required. The extent of the cover of the inclusive service for the appliances and systems is defined as follows. For domestic properties this will be a per property rate with a differential for fuel type and this will cover all works pertaining to Employer owned or managed appliances and systems found within any property.

The service is to be provided 24 hours each day and to be year-round (including all bank holidays).

The Contractor will also work with the current and any future preferred appliance manufacturers to become authorised to carry out warranty repairs such that there will ordinarily not be a need to involve a third party in effecting any repair.

It is possible that there will be a small number of cooking appliances owned by the Employer, these must be serviced to manufacturer's instruction and a safety check carried out. All resident owned gas fires are to be included within the service requirement but there is no expectation or requirement to carry out any repair work or provide any parts to any resident owned appliance other than to make a situation safe.

1.4 SERVICE FOR LEASEHOLDERS AND PSL

The Employer may have a future responsibility to other customers such as Leaseholders and Public Sector Leasing landlords. The Contractor has an opportunity to provide a market competitive fully inclusive maintenance plan including providing a Landlord Gas Safety Record to those Leaseholders who wish to participate in the scheme.

The management of receipt of payments will be the responsibility of the Contractor directly with the Leaseholder.

1.5 SCOPE OF WORKS HEATING INSTALLATION

The Employer may instruct the Contractor to carry out domestic heating installations from time to time. These are defined within Appendix 3 and Appendix 4. The Contractor will work within the scope of the Appendix 4 to cover all aspects of the installation of new and replacement of domestic gas appliances and systems.

Where it is reasonable there will be an expectation that the Contractor will also provide similar installation services to any other related or similar appliance, system, or ancillary control not specifically detailed within this specification.

There may also be a need for the Contractor to be able to carry out installation and replacement works for renewable technology appliances and systems, domestic oil and solid fuel and for commercial systems. These will all be dealt with on an ad-hoc basis with bespoke pricing of which detail will be supplied as requested by the Employer.

It should be noted that even though there is no guaranteed volume of any replacement or installation work, the numbers given, are not necessarily indicative of the volume of work that might be required. The Employer reserves the right to have this work carried out by an alternative supplier.

The Contractor's tendered rates are based upon the fitting of replacement boilers and/or of an entire standard heating system as detailed to meet banded heat input requirements irrespective of the nature of the property.

These rates are cover the entirety of the works required to achieve a completed and commissioned installation or appliance replacement as required within Appendix 4.

There is a separate set of rates to allow for a reduction to be made to these standard system and replacement boiler rates where an item is not required. These will be together with a few other standalone rates that are not included within any standard system or appliance replacement rates which may be added as required.

1.6 SCOPE OF INCLUSIVE COVER

The Contractor's tender - except for where stated - is deemed to be fully inclusive of all costs required to undertake the contract and should allow for all associated works which may be inferred from the Specification and or Schedule of Rates, according to its true intent and meaning, to complete the Works.

For the avoidance of doubt unless stated otherwise the inclusive cover includes replacement and fixing of all appliance component parts, and to include but not be limited to

- a) the replacement of radiators, valves and indirect hot water storage cylinders including all component parts,
- b) system tanks,
- c) expansion tanks and expansion vessels,
- d) immersion heaters (where in situ),
- e) clocks and programmers,
- f) cylinder thermostats,
- g) circulating pumps,
- h) diverter valves,
- i) overflows,
- j) discharge pipes,
- k) all system pipework,
- l) condense pipes (together with condense pump, soakaways or condensafe type appliances),
- m) smoke alarms and carbon monoxide (CO) detectors,
- n) fuses,
- o) batteries,
- p) where identified and required, the provision of a full system power flush using a proprietary and approved cleansing agent and upon completion dosing of the system with a proprietary and approved inhibitor / protection agent,
- q) provision of alternative forms of temporary heating and hot water (where an immersion element is not in situ),
- r) temporary cooking as appropriate where Employer owned cookers are in situ

and anything else that is necessary to repair and maintain an appliance and/or system as may be covered within the scope of this contract either now or in the future in good working order.

Furthermore, the cover includes:

- The entire gas supply from the meter outlet to each outlet or connection to an appliance.
- All wiring associated with any appliance and or system covered by this contract from the point of electrical isolation

- The appliance flue from the point of connection with the appliance to the point of termination and any flue guard or terminal.
- All pipework within any airing cupboard except for cold water mains passing through.
- The first 1m of hot water draw off pipework connected to any combination boiler or other water heating appliance.

1.7 GAS SAFE REGISTER MEMBERSHIP

The Contractor shall be a member of the Gas Safe Register or any other such similar body that may take its place during the term of contract. The Contractor 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.

1.8 N.I.C.E.I.C., MCS, HETAS, AND OFTEC ACCREDITATION OR MEMBERSHIP

The Contractor shall be a member of or accredited to the National Inspection Council for Electrical Installation Contracting (N.I.C.E.I.C.), MCS, HETAS and Oftec or other approved bodies that may take their place during the term of contract. This accreditation and membership shall be maintained throughout the life of the Contract as appropriate and required by the maintenance and installation works required to be undertaken.

De-registration and/or loss of such accreditation and/or membership may be treated as a fundamental breach of contract where such would stop the Contractor from being able to complete any maintenance and installation works that are required to be undertaken and notice may be given in accordance with the Contract.

1.9 APPLICABLE REGULATIONS AND STANDARDS

The Contractor shall comply with all current statutory legislation and requirements contained within but not limited to the following:

- a) Gas Safety (Installation and Use) Regulations 1998 as amended 2018
- b) Gas Safe Register Essential Gas Safety and Gas Installer Manuals
- c) Management of Health and Safety at Work Regulations 1992
- d) Electricity at Work Regulations 1989
- e) IEE Regulations (latest Edition and amendments)
- f) Health and Safety (Safety Signs and Signals) Regulations 1996

- g) Health and Safety (Young Persons) Regulations 1997
- h) Personal Protective Equipment at Work Regulations 1992
- i) Provision and Use of Works Equipment Regulations 1998
- j) Manual Handling Operations Regulations 1992
- k) Workplace (Health, Safety and Welfare) Regulations 1992
- l) Display Screen Equipment Regulations 1992
- m) Construction Act 1996.
- n) Construction (Design and Management) Regulations 2007
- o) Construction (Health, Safety and Welfare) Regulations 1996
- p) Construction (Head Protection) Regulations 1989
- q) Controlled Waste (Registration of Carriers and Seizure of Vehicles) Regulations 1990
- r) Control of Substances Hazardous to Health Regulations 1994 (COSHH)
- s) Control of Pollution (Amendment) Act 1989
- t) Asbestos Regulations 2006
- u) IEE Regulations BS7671-2008 17th Edition
- v) General Data Protection Regulations (GDPR) 2018
- w) Freedom of Information Act 2000
- x) Equality Act 2010
- y) Electrical Installations British Standard BS 7671
- z) Ventilation for buildings. Air handling units. Mechanical Performance BS EN 1886
- aa) Water Treatment Management BS 7593
- bb) All relevant current British Standards

The above list is not exhaustive. Any Legislation, Regulation, Approved Code of Practice(s) or Statutory responsibility including any subsequent amendments that is or could be construed as relevant to the scope of this contract is deemed to be a required standard and therefore the Contractor is expected to make sufficient provision for any such requirement.

All products, equipment, materials must comply with and installed/maintained in accordance with the current relevant British Standard or Code of Practice. Products, equipment, materials may be substituted at the Employers discretion by a product complying with a grade or category within a European Community Standard or other international standard recognised in the UK specifying equivalent requirements and assurances in respect of material, safety, reliability, fitness for purpose and, where relevant, appearance.

1.10 ANNUAL REVIEWS

The annual review process will commence one month prior to the conclusion of each 12-month period. The scope for the areas of improvements in the following year will be determined as a part of the review process.

This will be attended by all key persons working on the contract up to and including one director. The performance review is intended to be a fair and balanced assessment of the contractor's performance.

The objective of the annual review is to provide all contracted staff an opportunity to:

- Discuss contractual performance
- Review KPI's and set goals for improvement as necessary
- Establish objectives for contributing to Employer's goals
- Review processes and gather any points of learning that may improve contractual efficiencies

1.11 COLLABORATIVE WORKING

The Employer believes that improved systems of work and improved efficiencies are achieved by collaborative working between Employer, Contractor and Contract Administrator.

The four requirements for successful collaborative working are:

1. Shared and collaborative vision
2. Mutual and achievable goals
3. Minimal cause for dispute
4. Allowance for continuous measured improvement

Each party will keep its independence but look at working jointly on some activities such as:

- Carry out charitable activities e.g. service delivery, Gas Safety campaigning, policy work
- Share premises or support functions e.g. payroll, purchasing, fundraising
- Improve strategic efficiency.
- A need for more efficient use of resources.

Collaborative working can last for a fixed length of time or can form a permanent arrangement. Collaborative working can be used to:

- identify Employer and customer needs
- evaluate benefits
- assess risks and issues
- set common objectives
- develop problem resolution process
- identify Key Performance Indicators that are not working

1.12 COLLABORATIVE WORKING AIMS

The aims and objectives of the Employer are:

- a) To deliver a gas maintenance and installation service in terms of value for money, quality and time to both the Employer and its residents
- b) Identify, understand and support each other's objectives and work together to translate their individual
- c) objectives into common objectives and strive to achieve the same goals
- d) Continuous year on year improvement on the service provided involves a team approach to determine whether work processes are meeting the needs of customers, and where necessary, to improve them. Performance indicators are established and regularly monitored and combined with resident satisfaction feedback; provide valuable data for continuous improvement
- e) Collaborative approach of all parties to achieve maximum benefit to both the Employer and its residents.

1.13 CO-OPERATING WITH OTHER PARTNERS AND CONTRACTORS

The Contractor appointed is expected to co-operate fully with any other partners and or contractors appointed by the Employer. When necessary, the Contractor should liaise with other parties and co-ordinate works to ensure limited disturbance and disruption for the residents. No additional charge will be accepted for this provision.

1.14 SUBCONTRACTING

The Contractor shall not subcontract any of the works without the written consent of the Employer. This consent shall not unreasonably be withheld or delayed however the Contractor will be expected to demonstrate how any Sub-Contractors will be managed and quality and standards maintained prior to any such permission being granted.

Any such subcontract labour must be qualified appropriately for the works to be carried out and this detail must be provided upon request.

The bulk of the work such as the servicing and breakdown must be carried out by labour directly employed by the Contractor and any 'gas work' must not be subcontracted without the express permission of the Employer.

If the gas contractor is unable to provide adequate direct labour resourcing levels to meet its contractual obligations, the Employer must be consulted and will lead on the direction of the use of any pre-approved Sub-Contractor. It is the Employer's intention to show preference to local businesses where possible.

1.15 SOCIAL VALUE

During the term of the contract, the Contractor will assist the Employer to in meeting the objectives of the Employer's Corporate Plan (folkestone-hythe.gov.uk/creatingtomorrowtogether).

The Contractor will be encouraged to participate alongside the Employer in various resident engagements, including but not limited to Gas Safety Week or any other gas safety initiative. It is hoped that through these resident engagements it will continue to raise the issue of carbon monoxide and help keep our residents safe.

The Contractor will have and maintain a Corporate Social Responsibility Policy and report annual on its Corporate Social Responsibility Policy and the delivery of the Social Value and carbon reduction commitments laid out in the Contractor's tender.

1.16 RISK MANAGEMENT

Whilst the Employer considers entering into a long-term arrangement with a contractor to be positive, the Employer is conscious of the potential risks to the provision of the service and impact on residents or the public if the service or relationship should falter or fail.

These risks can be grouped under the following key headings:

- Service Delivery
- Reputation
- Financial
- Health and Safety
- Staffing and Resources
- Regulatory or Statutory Issues

Therefore, the Contractor will develop a Risk Register prior to commencement of the contract to show how it is intended to mitigate against the risks listed above and maintain this in collaboration with the Employer.

The Contractor will also work with the current and any future preferred appliance manufacturers to be authorized or accredited to carry out warranty repairs such that there will not ordinarily be a need to involve a third party in effecting any repair.

It is possible that there will be a small number of cooking appliances owned by the Employer, these will be shown within the asset register. These must be serviced to manufacturer's instruction and a safety check carried out. All resident owned gas fires are to be included within the service requirement but there is no expectation or requirement to carry out any repair work or provide any parts to any resident owned appliance other than to make a situation safe.

SCHEDULE 2 – GENERAL STANDARDS

2.1 RECORDS

The Contractor shall keep proper wages books and time sheets, showing the wages paid to and the time worked by the work people in his employ in and about the execution of the Contract, and such wages books and time sheets shall be produced whenever required for the inspection of any officer authorised by the Employer.

2.2 TYPES OF WORKS REQUIRED

The Contractor will deal with all types of works as specified and complete such works including all building works associated with the fully comprehensive aspect of the contract to the satisfaction of the Employer's Representative in accordance with the conditions of the Contract.

The Contractor must ensure continuity between trades if required.

The Employer reserves the right to place orders with other contractors if the Contractor fails to meet the terms and conditions laid down within this specification.

The Contractor shall allow for any additional costs he may consider necessary for the following:

- Working in all types of "void" dwellings managed by the Employer.
- Working in all types of occupied and Supported Housing dwellings owned and managed by the Employer.
- Difficulty of access and of working.
- The availability of labour and materials required for the execution of the works.
- Temporary works and/or plant.

The rates tendered will not be adjusted in respect of any cost the Contractor may incur due to compliance with Working Rules and Trade Agreements in connection with guaranteed time, travelling time, overtime, operative fares and transport, subsistence allowances, holidays, incentive schemes or other provisions thereof and allowance must be made for any cost so incurred.

The Contractor should equally be aware that the employer may adopt a policy to remove gas fires from all properties so far as is possible. The circumstances in which these fires are to be removed is to be agreed and will be advised.

2.3 DETAILS OF THE WORKS

Appendices 1, 2, 3 and 4 contain specific details in respect of the exact requirements and procedures required for all elements of the works. The appropriate criteria, procedures and standards detailed in these schedules must be complied with in full for each element of the works when called upon or required to provide such a service.

2.4 EXCLUSIONS

The following items are excluded from the Contract. If the Contractor is requested by the Employer's representative to carry out anything included in items a) to k), the Employer will be liable for an additional charge.

- a) Any works caused by willful damage by others.
- b) Making good any damage resulting from fire, flood, lightning, explosion, storm, tempest, frost, other natural hazards, war and civil disorder other than that caused by the negligence of the Contractor or its employees.
- c) Any work as a result of failure of the public electricity, gas or water supply to the system.
- d) Any loss, damage or liability not caused by the negligence of the Contractor.
- e) Any work to the building, fixtures and decorations, furniture and fittings of the building in which the appliances and systems are situated arising out of any cause whatsoever other than the negligent or wrongful act of the Contractor, their employees or agents.
- f) The replacement of decorative non-functional parts, trims and cases except where such replacements are required as a result of the negligence of the Contractor.
- g) Any work as a result of design faults or arising from latent defects to existing systems identified in first year of being included on the maintenance contract unless such arises from works carried out by the Contractor.
- h) Any appliance demonstrated as being obsolete by the Contractor.
- i) Correction of any installation which is not in accordance with the current Gas Safety (Installation and Use) Regulations as amended 2018 or Statutory Obligations which may give rise to dangerous conditions unless as a direct result of any works carried out by the Contractor.

- j) Alterations of existing systems to accommodate other trades or at the behest of the Employer.

2.5 RIGHT TO REPAIR

The provision of the Right to Repair Legislation will always apply.

The Contractor must also be familiar with the “Right to Repair Regulations” and ensure that the contracted service provided by the Contractor to the Employer’s tenants fulfil this requirement.

2.6 GOOD PRACTICE

Where and to the extent materials, products and workmanship are not fully detailed or specified they are to be:

- Of a standard appropriate to the Works and suitable for the functions stated in or reasonably to be inferred from the project documents, and
- In accordance with relevant good building practice.

2.7 EMPLOYEES AND POST TERMINATION OBLIGATIONS

The Contractor has sole responsibility to redeploy or dismiss any of their employees or Sub-Contractors who may be engaged by them at the termination of this contract. The Contractor will indemnify and hold harmless the Employer and any other contractor(s) who may succeed to all or any part of the work tendered for under the terms of this contract against any costs, claims or actions brought by any employee or Sub-Contractor of the Contractor arising out of or connected with the termination of this contract. The Contractor hereby undertakes to provide the Employer with all relevant details requested by the Employer of all employees, or Sub-Contractors who were engaged by the Contractor at, or within the preceding 3-month period, of the date of termination. These provisions will survive the termination of this Contract howsoever caused.

2.8 DIVERSITY

The Contractor shall comply with their statutory obligations under the Equality Act 2010, make it their practice not to treat one group of people less favourably than others because of the colour, race, nationality or ethnic origin in relation to decisions to recruit, train or promote employee.

The Contractor shall also observe the Commission for Racial Equality's Code of Practice for employment, as approved by Parliament in 1983, which gives practical guidance to employers and others in the elimination of racial discrimination and the promotion of equality of opportunity in employment including the steps that can be taken to encourage members of the ethnic minorities to apply for jobs or take up training opportunities. The Contractor shall also comply with the requirements of the Equality Act 2010 and any other anti-discrimination legislation.

The Contractor is expected to work in a collaborative manner with the Employers designated Equality and Diversity Officer.

The Employer may request that tenant facing documentation be issued by the Contractor in a range of languages which reflect the profile of the Employer's tenant cohort, at no additional cost to the Employer.

2.9 DISCLOSURE AND BARRING SERVICE CHECKS

All direct employees, temporary staff and approved Sub-Contractors shall have had DBS checks. Any relevant information shall be supplied to the Employer.

2.10 OCCUPIED HOMES

You will be working in homes which are occupied whilst the works are carried out. The Contractor must, through suitable instruction and training, always ensure that the workforce engaged in this contract (including Sub-Contractors) adopt a high standard of resident care.

Any additional staff brought in after the start of the contract must be instructed as above.

- The use of radios for site entertainment is not permitted.
- European and UK smoking legislation to be adhered to.
- The consumption of alcohol on the resident's premises is strictly forbidden.
- All residents must be treated with proper respect and the requirements of the elderly and those with special needs, including religious needs, must be sensibly and sensitively dealt with.

The Contractor must treat the property of the resident with respect. Specifically, it shall be brought to the Contractor's notice that they shall be working around the resident's own white goods in confined areas and must make all attempts to minimise disruption and damage. The Contractor shall be liable for any damage they cause to the resident's own property.

The Contractor, any workers, or Sub-Contractors must not make any comment or pass opinions relating to housing maintenance decision or policy. Any queries about such a decision should be referred to the Employer's Representative.

2.11 IDENTIFICATION

The Contractor shall ensure all of his direct employees, temporary staff and approved Sub-Contractors shall carry identification, in a form acceptable to the Employer, detailing the name of the Contractor, bearing a photograph of the tradesman and indicating they are bona fide contractors engaged on maintenance works for the Employer.

Such card will ordinarily contain the following detail and be dual branded with the Employer's logo:

- Photograph of operative
- Operative's name
- Contractor's name, address and telephone number
- Expiry date of card
- Unique reference / employee number

The identity card shall be produced every time access is sought.

2.12 OVERALLS, BADGES AND SIGNS

All operatives shall always wear either overalls or jackets with badges clipped or sewn on which bear the name of the Contractor and the employee's name.

All vans and vehicles used in carrying out the works shall also bear the sign and name of the Contractor.

In addition, the employer may request for their own branding to be added to the vehicles in which reasonable and associated costs may be discussed.

2.13 NO SMOKING

The Contractor shall not permit smoking by their operatives or Sub-Contractors in tenants' homes or any other buildings or public areas. This provision extends to the prohibited use of electronic e-cigarettes and vaping devices.

2.14 SITE CLEANLINESS

The Contractor shall remove all rubbish materials, plant and waste as work proceeds daily and immediately on completion all rubbish shall be cleared away and the site left in a clean and tidy condition. Works will not be considered as complete unless rubbish has been cleared and the site has been left tidy. Where a site is not in a tidy condition at the onset of the work, the Contractor shall inform the Employer's Representative and if required produce photographic evidence.

2.15 COSHH REGULATIONS

The Employer endorses the concern over the damage that is caused to the environment through pollution and requires the Contractor to take all reasonable measures to control the damage to the environment resulting through works delivered under this contract, from C.F.C.'s, disposal of waste and other such issues and should comply in all respects to the current regulations regarding the Control of Substances that are Hazardous to Health (C.O.S.H.H.).

The disposal of such items is deemed to be included within the Contractor's tender.

2.16 EXISTING SERVICES TO BE MAINTAINED

The Contractor 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 works being undertaken.

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 task and the Contractor shall take all necessary steps to prevent any interruption.

No diversion of any of the existing services other than as indicated on any instruction, shall be carried out without the written agreement of the Employer's Representative. Any temporary disconnection of the services which may be necessary in connection with the task shall be done at such times as may be directed by the Employer's Representative. The Contractor shall be responsible for maintaining close liaison with the Employer and the public utility authorities to avoid any disruption of existing services. Any costs which may arise due to damage/disruption of public utility services and/or equipment are to be at the Contractor's expense.

2.17 CREDIT FOR MATERIALS

All old lead, copper or other secondhand materials or other articles or materials remaining after the execution of the tasks, which are not required, are ordinarily to become the property of the Contractor with the exception of copper hot water storage cylinders, these will revert to the ownership of the Employer. However, the Contractor will purchase them from the Employer for a nominal sum of **£25.00** per occasion. This will be shown as a credit on invoices.

2.18 STORE FOR RE-USE

Where old materials are described as 'store for re-use' (i.e. existing decorative light fittings etc), the Contractor shall take all risks of damage in removal and shall replace any damaged or defective work, materials or missing parts at his own expense. The Contractor shall make allowance for this within the rates for the works for all that is necessary for the completion of the works to the satisfaction of the Employer's Representative.

No claims will be considered for such items that could not have been reasonably foreseen.

2.19 MAKING GOOD

Any damage caused by the Contractor's negligence must be made good to the satisfaction of the Employer's Representative, at no cost to the Employer. The rates given for all items included in this contract shall be deemed to include all making good required irrespective of whether it is or is not prescribed in the descriptions of the items.

2.20 PLUMBING DEFECTS

Any plumbing defect that is outside the scope of the contract should be made safe and reported to the Employer's Representative without charge.

2.21 GENERAL ITEMS

All works and necessary temporary works to be programmed so each resident always has the following facilities:

- WC and washing facilities including hot and cold water at the end of the working day.
- Loss of electricity not exceeding two hours.
- Cooking facilities to be provided at the end of the working day.
- Heating facilities must be maintained.

The Contractor's prices for any installation include the work involved in all trades to the extent that can reasonably be foreseen and expected including disposal of all debris, rubbish, etc., arising from the works unless otherwise stated. All timber must be removed from site, no burning of surplus materials will be permitted at any time.

The prices of all items included in this specification shall be deemed to include for storage of materials as required. It is the Contractor's responsibility to ensure that any storage facilities are secure and allow for appropriate access for loading and unloading.

Any terms such as "pull down", "supply", "provide", "fix", "install", "build", "construct", "remove", etc., shall all be construed as including all necessary labour, consumables, plants, tools, equipment, scaffolding and disposal/tipping charges etc.

Any Contract Drawings (where provided) and the Specification are each to be considered explanatory of the other. Should any item appear in one that is not described in the other, no advantage shall be taken, and the Contractor will be deemed to have taken account of such in formulating his rates.

Aside from where the Contractor drew the attention of the Employers Representative to any alleged shortfall or ambiguity in either Contract Drawings or the Specification before submission of his tender, no subsequent extra will be allowed to the Contractor by virtue of such item; it being assumed that in pricing the item the Contractor was fully aware of the particular requirement.

2.22 CHECKING COMPLIANCE OF PRODUCTS

Check all delivery tickets, labels, identification marks and, where appropriate, the products themselves to ensure all products comply with the specification. Where different types of any product are specified, check to ensure the correct type is being used in each location. Check that:

- The sources, types, qualities, finishes and colours are correct, and match any approved samples.
- All accessories and fixings which should be supplied with the goods have been supplied.
- Sizes and dimensions are correct.
- The delivered quantities are correct, to ensure shortages do not cause delays in the work.
- The products are clean, undamaged and otherwise in good condition.
- Products which have a limited shelf life are not out of date.

2.23 CHAS AND SSIP ACCREDITATION

The Contractor will have Contractors Health and Safety Assessment Scheme (CHAS) accreditation and either hold or be working towards Safety Schemes in Procurement (SSIP) accreditation and maintain the same throughout the life of the contract.

2.24 GENERAL QUALITY OF WORKMANSHIP & MATERIALS

All workmanship and materials to be used in the Contract are to be the best of their respective kinds and in accordance with current British Standard or Code of Practice as applicable, whether specifically noted or not, this shall be taken to denote the minimum acceptable standard of material or workmanship.

It is a requirement that all work shall be carried out in accordance with the best possible building and installation practice and methods.

Manufactured items shall unless specified to the contrary mean manufacturer's standard products and installed/maintained in accordance with the manufacturer's instructions.

Operatives must be appropriately skilled and experienced for the type and quality of work being undertaken as specified elsewhere however in general terms operatives shall:

- a) Take all necessary precautions to prevent damage to the work from frost, rain and other hazards.

- b) Inspect components and products carefully before fixing or using and reject any which are defective.
- c) Fix or lay securely, accurately and in alignment.
- d) Where not specified otherwise, select fixing and jointing methods and types, sizes and spacing of fastenings in compliance with relevant British Standards. Fastenings to comply with relevant British Standards.
- e) Provide suitable, tight packings at screwed and bolted fixing points to take up tolerances and prevent distortion. Do not over-tighten fixings.
- f) Adjust location and fixing of components and products so that joints which are to be finished with mortar or sealant or otherwise left open to view are even and regular.
- g) Ensure all moving parts operate properly and freely.
- h) Not cut, grind or plane pre-finished components and products to remedy binding or poor fit without approval. CHAS and SSIP Accreditation

2.25 ASBESTOS

The Contractor shall demonstrate all operatives have received asbestos awareness training. If any perceived asbestos issue is identified, the operative(s) should cease work and immediately notify the Contract Supervisor who will seek the advice the Employer's Representative.

Any asbestos removal or related work is to be undertaken by another contractor.

2.26 DEFECTS

The Contractor shall provide a twelve-month guarantee period on all work carried out and/or parts supplied; this is with the exception of boilers which shall as a minimum have a five-year manufacturer's warranty. Any defects that occur shall be made good by the Contractor at his own expense.

The Contractor's operatives shall:

- a) Treat residents and their homes with respect.
- b) Be polite and courteous to residents always.
- c) The Contractor shall not permit smoking by his operatives or Sub-Contractors in residents' homes.

- d) Refrain from playing radios etc.
- e) Show or wear an approved form of I.D. that contains a photo that is a true likeness of the operative.
- f) Operatives shall wear either overalls or jackets with badges clipped or sewn on, or which bear the name of the Contractor and the employee's name.
- g) Have the Company name painted on the side of their vehicles.
- h) Remove rubbish to a licensed tip, clear away all unused materials and plant from the site at completion of the works.
- i) Ensure that property owned by the resident or managed by the Employer is properly protected from damage that may arise from the works.
- j) Refrain from using the residents' electricity, gas, telephone or water unless they have been given permission.
- k) Provide a temporary supply of heating and/or hot water when a permanent supply cannot be restored before the end of the working day.
- l) Refrain from commenting upon the condition of the appliance and system to the occupant.
- m) Use clean dust sheets on all occasions, thoroughly clean away all detritus upon completion of any works and provide vacuum cleaners for this purpose.
- n) Supply resident satisfaction cards or similar to meet Employer's requirements
- o) Supply information pack as required to be delivered by the Employer on each annual visit.

SCHEDULE 3 – OPERATION OF CONTRACT

3.1 PRE-START AND PROGRESS MEETINGS

There will be a minimum of two pre-start meetings in the period leading up to the start of the contract. One will be hosted by the Employer and the other will be hosted by the Contractor. The primary purpose of such meeting will be for the Employer to be appraised of progress and to identify and deal with issues in respect of mobilisation and for key persons roles and responsibilities to be confirmed. The efficacy of the mobilisation plan will be jointly assessed by the Employer and the Contractor during a minimum of 3 assessment meetings carried out within the first 90 days of the contract period

Progress meetings will until or unless agreed otherwise be hosted by and take place at the offices of the Employer every two weeks or monthly. Such meetings will be recorded, and minutes distributed by the host. A standard agenda will be agreed, and meetings will be arranged 3 months in advance.

The Contractor will provide a mobilisation plan detailing their process through the three main stages prior to contract start.

- Planning
- Understanding the contract requirement
- Having the capabilities to deliver the required service
- Estimating
- Projecting the resource levels required
- Resourcing
- Employing the desired skill levels where there may be gaps
- Assigning resources to cover the contract

3.2 SERVICING, GAS SAFETY INSPECTION AND INSTALLATION PROGRAMME

All types of servicing and gas safety inspections are to be programmed for an initial visit and completion 2 months; or at other such period as may be prescribed by the Employer's Representative, prior to expiry of the previous year's landlords gas safety certificate.

The programme of works for each year is to be agreed in good time to allow for proper planning by the Contractor and the Employer's Representative. There may be a need to review the service requirements such that there is an even spread of work throughout the year and as such the Contractor and the Employer's Representative are to determine any variations to the programme to achieve this. This may require the Contractor to bring some properties forward within the programme as currently exists.

If the Contractor is required to carry out a programme of works for installation and replacement, the programme of works is to be agreed in good time to allow for proper planning by the Contractor and the Employer's Representative.

The Employer recognises there is the ability to 'Tag' landlord's assets such as gas boilers. At present the Employer does not feel there is a business need to explore this option but will carry out periodic reviews of such products in the market and if necessary, will see if there is any benefit for its gas operation.

3.3 SALE OF PROPERTIES AND ADDITIONAL NEW PROPERTIES

Whenever a property is sold the Employer's Representative will inform the Contractor to remove the address from the servicing list.

The Contractor will be informed of any new properties as soon as possible for them to be planned into the programme when they are due for servicing.

All new build properties upon occupation, are to receive a turn on and test. GS-B-003.

3.4 OPERATIONAL MANAGEMENT OF THE WORKS

The Contractor will as minimum provide a management team that includes the following or their equivalent:

- Contract Manager
- Contract Supervisor
- Resident Liaison Officer

Such persons do not have to be dedicated exclusively to this work however they will be fully available to deal with any issue or matter associated with the service at any time during normal hours of work.

The Contractor's Supervisor and Manager shall be competent and will be approved by the Employer (whose approval may be withdrawn at any time). Such authorised qualified Supervisor or Contract Manager must be able to receive and act upon (on behalf of the Contractor) all instructions, directions or orders issued by the Employer or his representatives.

The Employer will provide a representative and other nominated person who will oversee and manage all aspects of the works.

Exact roles, responsibilities and other duties together with all contact details will be determined and provided prior to the start of the contract.

The management provision will include but is not limited to attendance at meetings and workshops, potentially with other contractors, for the purposes of:

- Contractor liaison,
- value engineering,

- process mapping,
- performance review,
- progress review,
- planning and resident communication.

3.5 DETAILS OF OPERATIVE QUALIFICATION AND ASSESSMENT

The Contractor will supply at least one month prior to the start of the contract the details of the Operatives and their qualifications who will or could potentially be working on the contract together with the types of work they will be undertaking. This is to be updated every month and upon any changes of operative.

- a) For gas works, documentary evidence is to be supplied in the form of copies of certificates from the assessment centre or accreditation body indicating that the appropriate ACS and other relevant elements have been completed and are in date for each operative together with exact details of the types of work to be undertaken by that operative. The Employer's representative will confirm that such ACS elements are appropriate for the works to be undertaken.

The current Gas Safe ID and registration card alone will not be accepted as proof that the assessments have been taken and passed.

Current Microgeneration Certification Scheme (MCS) accreditation is required in respect of each type of renewable technology appliances.

Current Heating Equipment Testing and Approval Assessment Scheme (HETAS) and Oil Firing Technical Association (Oftec) accreditations are required for Solid Fuel and Oil respectively.

Current National Inspection Council for Electrical Installation Contracting (NICEIC) registration is required for all operatives working on electrical appliances or systems and where needed to comply with Part P of the building regulations.

For unvented hot water systems and thermostatic mixing valves operatives must comply with Part G of the building regulations that requires an approved course to have been taken and passed.

For operatives to be able to give energy efficiency advice in accord with Part I of the building regulations, they must have completed and passed a City and Guild course in energy efficiency or completed and passed an approved equivalent.

Although no Legionella and L8 works is required under this contract it is preferable that operative working on commercial systems should have attended an appropriate training course in Legionella prevention.

As with the gas National Accredited Certification Scheme for Individual Gas Fitting Operatives (ACS) accreditation, documentary evidence will be provided to support the previous accreditation and registration requirements.

- b) The Contractor will also demonstrate the operatives have experience of working with or have received training in respect of the type of appliances likely to be encountered whilst working on this contract. If such evidence is not readily available, then the Contractor will demonstrate that operatives are to receive appropriate training.
- c) Whenever an operative leaves or a new operative starts the Contractor must inform the Employer's representative immediately. New operatives must satisfy the criteria as stated in (a) and (b) previous before commencing work on site. Under no circumstances must any operative be allowed onto site without first having satisfied these requirements.
- d) The contractor will train their operatives throughout the term of the contract on the latest technologies and thinking such that their operatives are able to achieve and maintain accreditations to allow them to undertake works on all appliances and systems as currently exist on the works and any future technologies that may arise during the term.

3.6 OPERATIVE SKILLS MATRIX

The Contractor will maintain and present to the Employer and or their representative at regular intervals a detailed skills matrix. The matrix must include all relevant accreditations, specific license numbers, awareness and relevant job specific training pertaining to the operatives operating on the contract.

The Contractor will provide a copy of this schedule monthly or at intervals requested by the Employer. In addition, the Contractor must also provide an update skills matrix as and when new operatives join to leave their organisation.

3.7 SERVICE MANAGEMENT SYSTEM

The Contractor will provide at the onset of the contract and maintain on an ongoing basis thereafter a fully computerised system for recording all current and previous gas servicing and repair information, access and appointment information, repair history and installation information necessary to enable the Employer to fulfil their role as a Landlord under the Gas Safety (Installation and Use) Regulations 1998 as amended 2018 or as promulgated and all other information relating to the contract.

Furthermore, all such information may need to be recorded by the Contractor on the Employers choice of software. To facilitate this there may need to be a direct two-way communication link between Employer and Contractor's systems or other means of data exchange.

This data exchange, transfer or recording will include the following key files, information and data (but not limited to):

- Property reference number pertaining to data being supplied
- Copy of LGSR
- LGSR file name
- LGSR number
- Engineer
- Date of completion of LGSR
- Asset data including condition and likely replacement timescale.
- Details of any remedial works and suggested actions.
- No access dates
- Appointment dates
- Appointment failure reasons
- Potential asbestos and/or other hazardous material identified in a property
- All other data collected during the service visit.

Although there is currently no timescale or method determined for this the Contractor will work with the Employer's IT department to facilitate such data recording, exchange or transfer at no lesser frequency than every 24 hours.

The computerised system must also have the ability to record and incorporate all information collected at the time of the annual service and on new installations undertaken by either the Contractor or any other contractors. Such information will be made available for data exchange in a similar fashion to that described previously.

On a monthly basis (or any other agreed time scale) the Contractor will provide to the Employer in a computerised format a copy of all data held on the Contractor's database, which is also to be compatible with the Employer's asset management system.

If the Information Technology system used on the Contract fails, the Contractor will use a manual system to maintain the service provision during the interim repair period.

The Contractor will also provide the Employer (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.

3.8 DAY TO DAY INFORMATION REPORTING

Until such a time as there is full integration of data and data exchange between the Employer's and Contractor's respective IT systems then the Contractor will provide information to the Employer as is requested. Such information will include but not be confined to things such as the status within the access process of a particular property or the repair status of a property.

Such information may be requested in the form of a spreadsheet used to track status and the Service Provide will update information as things change. Where possible spreadsheets will be managed from a single source to reduce any duplication of tasks or reporting and both parties will duly consider the best and most effective way for such to be requested and supplied.

For all other reporting of day-to-day issues, such as reporting a failure to be able to complete a repair on time, both parties will agree and confirm how and when such information will be presented.

3.9 ACCESS TO RECORDS

The Contractor shall allow the Employer's Representative full access to all records stored either electronically, in paper format or in any other format that pertains to any element of the contract or works associated with the contract. Such access must be given provided reasonable (normally 5 working days) notice is given by the Employer's Representative of his intention to require access to records. This access is required purely for the purposes of auditing and verification of costs of works.

The Contractor shall also permit any auditor employed by the Contract such access as described in the previous paragraph.

All records pertaining to the works must be kept for a period of two years after completion of the contract and such audit or inspection may occur at any time during that two-year period.

The Contractor must always ensure compliance and be registered in accord with the Data Protection Act.

3.10 ELECTRONIC LANDLORD'S GAS SAFETY RECORDS (LGSR) AND CERTIFICATES

The Contractor will supply all LGSRs and any other certificates electrically as a pdf file. Other file formats may be considered and approved if there is no conflict with any existing process and any other file format can be used in the same fashion as a pdf.

To facilitate this, the Contractor will need to have in place a programmed system in the form of Personal Digital Assistants (PDA's) or similar that can produce LGSR in an electronic format which will be used on this Contract. Other similar systems will be acceptable provided the output data and data recorded meets the Employer's requirements.

How such data is to be transferred is still to be determined however they are to be sent on daily basis to a nominated email address or addresses.

Each batch of LGSR is to be as follows:

- Single pdf file for each record
- File name convention to include property reference number, date and part of address.
- Batch Summary file in the form of a CSV or spreadsheet file to accompany each batch containing details of documents in batch to include:
 - Document name ending with '.pdf'
 - Employers Property Reference Number (UPRN)
 - Certificate Date
 - Certificate Number
 - Operative Name

NOTE: The above is not exhaustive, the Employer reserves the right to request additional data as stored within the Contractor's system to be included within each batch summary file.

3.11 COMMUNICATION WITH TENANTS

Most of the works will be in tenanted properties and the co-operation and goodwill of tenants is essential to the success of the Contract. Any promises or commitments of attendance made by the Contractor, his operatives or Sub-Contractors must be delivered.

The Contractor will, if invited, attend and become involved with resident panels and forums.

The Contractor will write relevant and engaging articles on subjects such as energy efficiency, gas awareness, etc at no additional cost for publication in resident focused publications every 3 or 6 months.

The Contractor's pricing allows for regular, polite and multilingual communication with all tenants and for notifying the tenants in writing of their intention to carry out the works.

The Contractor shall comply with the following requirements:

- a) In Hours – The Contractor shall provide a freephone and "Low Call" telephone number to the Employer for the specific use of reporting of faults and making general enquiries and appointments. This number may be used by the Employer, the Employers Representative and residents. This number must be answered promptly and the person answering must identify himself or herself and deal efficiently and courteously with the call.

- b) Out of Hours – The same freephone and “Low Call” telephone number and conditions as in the previous shall apply and be used.
- c) As there is a requirement to take and act upon calls direct from residents, all persons who are receiving such calls shall have had some form of customer service training.
- d) The requirement for direct telephone access does not allow the use of answer phones or answering services. If the Out of Hours Service is managed from a location other than the Contractor’s normal office, or by an alternative contractor, then the telephone number will be diverted to that location and must be fully declared to the Employer. It will be allowed for any call divert to be made to a mobile phone however should there be an issue with the mobile service then arrangement must be in place for a back-up divert to a landline telephone. Such number which is only to be used as a fall back shall be supplied at the onset.
- e) The Contractor will utilise social media and to receive and act upon all relevant enquiries or requests sent via email or through any current or future social media such as “Facebook” or “Twitter”. In addition, the Contractor will put some form of communication or enquiry facility on their web site and either have or be working towards having a facility on their website to arrange or reschedule any type of appointment. A specific and dedicated email address will be supplied that will be publicised to all parties including residents.
- f) The resident’s telephone number and all other contact details are to be regarded as confidential and must only be used for arranging access or imparting relevant information in respect of an ongoing repair.
- g) Where the Contractor has carried out external repairs in the absence of the resident, a card is to be left advising the resident that the works have been carried out.
- h) upon receipt of an Order, the Contractor will immediately confirm access arrangements with tenants, or inform the Contract Administrator of any problem, which may lead to a delay or failure to complete the Work within the specified timescale.
- i) The Contractor will communicate with tenants and the Employer as required by the access procedures (3.24 and 3.25 below) and by any other section of this schedule 3.

3.12 COMMUNICATION WITH THE EMPLOYER

The Contractor shall comply with the following requirements:

- a) In Hours – The Contractor shall provide a freephone and “Low Call” telephone number to the Employer for the specific use of reporting of faults and making general enquiries and appointments.

This number may be used by the Employer, the Employers Representative and residents. This number must be answered promptly and the person answering must identify himself or herself and deal efficiently and courteously with the call.

- b) Out of Hours – The same freephone and “Low Call” telephone number and conditions as in the previous shall apply and be used.
- c) The Contractor shall provide the nominated Contract Supervisor and Contract Manager with a mobile telephone that can receive and send emails. The numbers of which shall be available for the use of the Employer and the Employer’s Representative which must be answered promptly.
- d) The Contractor shall maintain such regular liaison with the Employer’s Representative to ensure a high standard of service is supplied to residents. Every attempt must be made to maintain this contact.
- e) Further communication will be established by the Contractor to allow both the Employer and Employer’s Representative direct access to live data, copies of completed LGSR and all other relevant data such as performance against KPI’s, appointment details and repairs and servicing history on a read only basis. The Contractor will make proposals as to how this will be achieved. The Contractor will provide at no cost any training that is needed to relevant persons to enable them to utilise this facility.
- f) upon receipt of an Order, the Contractor will immediately confirm access arrangements with tenants, or inform the Contract Administrator of any problem, which may lead to a delay or failure to complete the Work within the specified timescale.
- g) Anything found on site, or in discussion with the tenant, which conflicts with the work must be reported immediately to the Employer’s Representative.

3.13 UNOFFICIAL INSTRUCTION

Should the Contractor be requested by a resident or other unofficial individual, to change, alter or modify in any way the Employer’s instructions, the Contractor shall refer to the Employer Representative and obtain further instructions before proceeding. No payment shall be made for work carried out other than ordered by the Employer.

3.14 WORKING HOURS

The Contractor may generally carry out all tasks between the hours of 8.00am and 6.00pm Monday to Friday this will be classed as “In Hours”. In addition, the Contractor will offer and make appointments for annual inspections between the hours of 6.00pm and 8.00pm on weekday evenings and on Saturday mornings between 8.00am to 1.00pm excluding any public holiday.

Whenever possible, activity should be restricted to normal working hours or, when necessary, due notice must be given to tenants and neighbours of work necessary during unsociable times.

Otherwise outside of these hours, and weekends and public or bank holidays will be classed as “Out of Hours” and ordinarily only emergency repair works shall be carried out. These hours may be varied upon agreement of all parties.

Subject to the agreement of any affected resident servicing and repair works may also be undertaken “Out of Hours”.

Installation work must ordinarily be carried out “In Hours” unless the prior approval of the Employer’s Representative and resident in respect of occupied properties has been sought and agreed.

3.15 CONTROL POINT

The Contractor must maintain throughout the Contract period resources within the contract area to be able to respond to emergency calls within the prescribed response times both in and out of working hours.

3.16 PARKING ARRANGEMENTS

The Contractor must make their own arrangements for the purchasing and display of parking permits to enable delivery of the services to properties. No claim will be considered for any costs arising from this or for any failure to display a parking permit.

3.17 APPOINTMENTS

The Contractor shall arrange times with residents for the carrying out of any aspect of the services by offering time banded appointments “In Hours”. Proposals will be accepted in this respect, otherwise these may ordinarily fall into one of the following:

- a) 8.00am to 10.00am
- b) 10.00am to 12.00pm
- c) 12.00pm to 1.30pm
- d) 1.30pm to 3.30pm
- e) 3.30pm to 6.00pm
- f) 6.00pm to 8.00pm
- g) 8.00am to 1.00pm (Saturdays only)

Appointments for servicing and other routine works will in the first instance usually be made by letter but may also, where agreed by the Employer, be made by other written means such as email, all of which must give the appropriate notice.

Appointments for all other works may be made by telephone.

If on any occasion the Contractor is unable to keep an appointment or is going to be late, then the resident must be notified accordingly with as much notice as possible being given and an expectation of when the appointment will be met.

The appointment should be confirmed by speaking to the resident at some point during the preceding working day prior to the appointment date. This will ordinarily be by telephone, text message or email or other such means as may be agreed with the resident or Employer's Representative.

The Contractor will offer appointments for servicing and inspection outside of any times within items a) to g) before those properties where access is proving difficult. An additional payment may be made to the Contractor for each such service and inspection at the rate that must be arranged outside of these appointments slots to be given.

3.18 MISSED APPOINTMENTS

The Contractor will keep a record of all appointments made together with details of all missed appointments. Such information will be supplied to the Employer's Representative as requested and for each instance where an appointment has been missed the Contractor will demonstrate:

- Whose responsibility the missed appointment was (i.e. the resident or the Contractor)
- the actions taken to minimise any further such instance
- the actions taken to resolve the specific issue
- that the work required to be completed at the missed appointment has been completed.
- details and amount of any compensation paid to the resident

If the Contractor cannot demonstrate without doubt that the resident was responsible for a missed appointment, the Contractor will be held responsible.

No payment will be made for abortive or no access calls.

3.19 NON-ACCESS CARDS

If a resident is not in or a minor only is present when a Contractor calls in response to a repair or a service or for any other reason, he will leave a "Non-Access Card". This card will contain the reason for the call, the time of the call, the date of the call, and the Contractor's name, operative's identification and the telephone number appropriate to the Contract. The card will be in 2 parts, one of which is a card duplicate of the top part. The duplicate or card copy will be left. The Employer may require cards to include further details such as the Employer's logo and contain specific wording to be advised by the Employer's Representative.

3.20 RESIDENT ABUSE OR DAMAGE TO PROPERTY

All cases of suspected resident abuse or damage to property or appliances and systems covered within this contract must be reported immediately to the Employer's Representative. The Contractor will need to provide such detail in writing or other format yet to be agreed and if required produce photographic evidence.

3.21 RESIDENT'S SIGNATURE

A request must be made to residents to sign all documentation in the appropriate place. Should a resident find it difficult to provide a signature on an electronic document, then if requested a hard copy must be provided. Provision of a signature will not indicate that work has been satisfactorily completed.

3.22 CUSTOMER SATISFACTION CARD

The Contractor may be required to collect customer service data on behalf of the Employer. This may include 5 questions and be by the following means:

- A means of collecting satisfaction data to be built into the data collection device used to record LGSR data or similar. This will be confidential such that the engineer is not aware of the answers given and responses are to be supplied weekly.

In any event the Employer will be making their own arrangements to collect satisfaction data and the Contractor will co-operate in this respect by providing such information as is required to enable data to be collected by text message or other such means. Furthermore, the Employer will require the Contractor to collect their and collate their own satisfaction data and supply details of their findings as requested.

3.23 SERVICE INTERVAL PROGRAMMERS

The Employer wishes for all programmers installed as a result of any installation, repair or upgrade to be of the service interval type but left inactive. The Employer's Representative will instruct the Contractor further in respect of activation in any particular property.

The Contractor will keep a record of all such programmers installed and any that are activated.

3.24 SERVICING AND GAS SAFETY INSPECTION ACCESS PROCESS

The access procedure for servicing and Landlords Gas Safety Certification may vary throughout the term of the contract and as improvements are identified and needs change. In general terms through the process will be similar to that described however it should be noted that delivery of the process is to be included for within the tendered rates and that no payment will be made for any abortive or non-access calls.

- a) Select property for servicing and safety check in line with service programme requirements.
- b) Send letter or other agreed written means to the resident of the affected property giving 10 working days' notice of the impending appointment, copy and file this notification of appointment. Such appointment must be for 2 months prior to expiry of the LGSR.
- c) Advise the Employer's Representative of the appointment date. This will usually be done on a batch type basis by spreadsheet or agreed method and the minimum information required will be the property reference number, address and relevant appointment date.
- d) Contact resident one working day prior to appointment to confirm visit. This may be by text message, telephone or other such means as may be agreed or determined for time to time. Even if no contact is made at this point the appointment is still to go ahead.
- e) If no access leave "non access card". Such card is to give notice and detail of a further appointment 7 days thereafter. Attach notice to doorway, take time and date stamped photograph of doorway.

Note: The notice referred to will be A5 size and contain wording yet to be agreed. The method of fixing such notice to doorway is also to be determined. The cost of provision of such notices is to be included for within the tendered rates.

- f) Contact resident one working day prior to second appointment to confirm visit in accord with d) previous.
- g) If no access again, take time and date stamped photograph of doorway, a 3-part letter the format of which is to be defined will be left, one copy to be left on site, another to be retained by the Contractor and the third copy to be provided to the Employers Representative. The Contractor will provide such letters. If it is not possible to leave the letter, a "non-access card" must be left and the letter posted during the next available working day.
- h) A further 5 days will be allowed for response to this letter.
- i) All the previous will be recorded as each step occurs, this record which is to be updated daily is to be forwarded to the Employer's Representative on a daily basis or at other such frequency as required. This detail is to be supplied in the form of a spreadsheet detailing the property reference number, address, appointment status and any relevant information.
- j) Copies of all notification letters, photographic records, copies of out cards and no access letters for all properties where access has not been gained are to be supplied as requested. These are to be kept for a period of two years in order that repeat offenders may be identified and evidenced.

- k) Further access arrangements will be placed in the hands of the Employer or Employer's Representative, however if a resident makes an appointment as a result of any of these actions, then these must also be recorded on the list. The Contractor's part of the process must be completed such that referral is made to the Employer's Representative 1 month prior to expiry of the last certificate.
- l) The record detailed in i) above will be maintained throughout the life of the contract and no property will be removed from it until servicing has been completed.
- m) If at any stage an appointment is offered by the resident for any address that appears on the list, then this shall also be recorded and included with the information provided.
- n) If this appointment is made as the result of the letter left or sent in stage g) and it is again no access, then a further copy of this letter will be left and the date recorded.
- o) Throughout the process, where access is proving problematic the Contractor will make repeated attempts at contacting the resident and to offer evening or Saturday morning appointments to suit residents. Where access is offered by the resident outside of the usual hours for carrying out such works the Contractor will comply with all such reasonable requests. All is to be recorded on the details given in i) above.
- p) The Contractor will also make appointments, as required by the Employer, to attend properties where locks are being changed to allow access, and complete any gas safety, service or other works as required at no additional cost.

The Contractor will consider and offer good practice from other similar providers and advise how such methods of attempting to gain access to properties may impact on and be incorporated within this process.

3.25 REPAIR & MAINTENANCE ACCESS

Access arrangements must be discussed and agreed with the Employer, the Contractor shall be responsible for making arrangements directly with the resident or relevant Employer representative to gain access.

If access is not gained on the first appointment, the Contractor is expected to make a second appointment/attempt as a minimum before referring to the Employer.

Contact details for responsible officers will be provided by the Employer as and when necessary and will include the name, address and telephone number.

Where access is required to several rooms/flats concurrently, the Contractor should liaise with the Employer or Employer representative so that each Service User can be written to/contacted.

3.26 SYSTEM FAILURE

The Contractor shall ensure that system failures and faults are risk assessed and responded to in order of priority (Service Users rated as high risk should be treated as priority over all other callouts). Any failure of equipment which affects the safety, security or wellbeing of a resident(s) shall be rectified on the first visit if possible, and in all cases the Contractor operative shall not depart until the safety and security of the property is restored.

3.27 NOTIFICATION OF SYSTEM STATUS

The Contractor shall inform the Employer or Employers Representative at the time repair works are completed.

Where the Contractor's operative is aware that he/she will be unable to return a system to service and before leaving the property, he/she shall inform the Employer or Employer Representative.

Where the Contractor becomes aware of the need for further work outside the scope of the fault, he shall advise the Employer and Employer Representative within 24 hours. In the case of a Health and Safety issue presenting an immediate or significant risk, he shall advise the Employer and Employer Representative immediately by phone and provide further details in writing by email.

3.28 MAINTAINING COMPLIANCY

The Contractor will maintain a minimum level of compliancy of gas safety inspections at 100.00%.

Compliancy will be calculated as follows:

$$\frac{((\text{No of properties requiring an inspection}) - (\text{No of properties with expired LGSR}) \times 100)}{(\text{No of properties requiring a gas safety inspection})}$$

3.29 MANAGING REJECTED RECORDS, DEFECTIVE WORK AND REMEDIAL WORK

The Contractor will provide a process to address any issues in respect of rejected LGSR, unsatisfactory work, and remedial work. Such process will identify how such matters are recorded, the actions taken to address the issue and the actions taken to close the issue or complete remedial work.

3.30 NON-COMPLIANCE WITH EMPLOYER'S REPRESENTATIVE'S INSTRUCTIONS AND UNSATISFACTORY WORK

The Contractor will comply with all reasonable requests of the Employer's Representative that either pertain to the work or that are in respect of rectifying a defect.

Should the Contractor; after a notice period of five working days has lapsed, fail to comply with said instruction or remove or make good any defective or unsatisfactory work when ordered to do so by the Employer's Representative, the Employer shall have the power to take the work out of the Contractor's hands and cause the work to be completed and/or make good the unsatisfactory work by others and may offset, from any money due to the Contractor, the full amount of any costs incurred in so doing including the Employer's administration costs. No payment will be made for such unsatisfactory work.

The Contractor shall ensure all defects/faulty workmanship of whatever nature is corrected at the Contractor's sole expense to the entire satisfaction of the Employer's Representative.

3.31 QUALITY CONTROL

The Contractor will implement a robust and well-defined Quality Management System for all elements of works and or services. These systems will require the implementation of standard forms and procedures that the Contractor shall allow audit and inspection by the Employer Representative with the aim of ensuring their use throughout the term of the contract.

In addition to complying with the above, the Contractor will also provide a consistently high quality of service using high quality standards for its management processes including accreditation to recognised Quality Management Systems and Investors in People, etc.

The Contractor will implement a regime of quality control across all aspects of the completed works.

As a minimum the volumes required in each given month will be:

- 10% intrusive quality control audits on completed servicing and safety checks
- 10% on repairs
- 10% on works falling outside the scope of the contract and paid for as an additional amount
- 100% on new heating installation and boiler replacements

For the servicing and safety check audits the Contractor will provide a means of:

- selection of properties for audit
- ensuring that a representative sample of engineers are regularly audited.

Result of this quality regime will be presented at each progress meeting together with actions taken to resolve any issues identified.

Repeat Failures

The Contractor will proactively manage the quality of all staff and the resulting quality of works undertaken. A continuous trend analysis will be carried out and reviewed with a process in place that will be followed to assist in quality improvement or in certain circumstances removal of the individual from the contract.

The Employer will have independent quality audits carried out by a third-party QA company. The Contractor will co-operate fully in that respect by providing access to all records and details of the Contractor's audit regime. The Contractor will remedy any failures including returning to site within an agreed timescale at their own cost. Evidence will be provided to include re-certification and photographic evidence.

3.32 KEY PERFORMANCE INDICATORS AND MILESTONE REVIEWS

Key Performance Indicators (KPIs) will be monitored, and the Contractor will supply information to enable their preparation as is required.

KPIs are however subject to review by the Employer's Representative throughout the contract and changes will be discussed and agreed.

To demonstrate improvement throughout the contract term, where possible the target is to be increased incrementally throughout the contract term.

All KPI's will be presented prior to each progress meeting.

Compliance by the Contractor with KPIs shall be the subject of Annual Reviews undertaken on the following basis:

- Performance Review meetings will be organised by the Employer's Representative with representatives of the Contractor, the Employer and Employer's Representative to evaluate progress and enable corporate learning.
- Annual Reviews will be undertaken by the Employer's Representative with participation from representatives of the

Employer and Contractor.

- Where problems are identified in achievement of KPIs at any time the party identifying such problem shall immediately notify such problems to the other parties in writing with constructive proposals for their resolution and the parties shall consider such proposals through regular review meetings.
- Where problems cannot be resolved through the Review procedure described and particularly where there is a persistent failure to achieve any one or more of the agreed KPIs, then the parties shall meet to review their position and establish such alternative arrangements as may be necessary to meet their reasonable joint and individual requirements.

3.33 WORKS CONSIDERED TO BE OUTSIDE THE SCOPE OF THE CONTRACT

Where the Contractor believes works are outside the scope of the inclusive element of the contract or where they believe they should receive payment to complete works then the Contractor will evidence such contention. This may include:

- Providing written confirmation from a parts supplier or manufacturer that a component or part is obsolete.
- Providing written confirmation from a parts supplier or manufacturer that a component or part is not immediately available, together with timescale for availability.
- Details as to why such a request is not believed to be covered within the scope of the contract
- Details of any clauses that would specifically exclude the matter from the contract cover.
- Proposal options to resolve the matter together with costing and cost make up.

Subject to the previous being duly provided the Employer's Representative will then use the details supplied to decide whether payment is due or not.

3.34 APPROVED AND/OR PREFERRED PRODUCTS

Wherever a product, material or part is either specified or noted as being preferred, in all cases it should be noted that approval will not be unreasonably withheld to use anything of similar quality provided there are benefits in so doing. The Contractor will however fully demonstrate any such benefits at the point of seeking approval prior to any approval being granted.

3.35 COMPLAINTS FROM TENANTS

In the case of a complaint against the Contractor, the Employer's Representative will write to the Contractor requesting full details of the complaint. The Contractor must reply to the Employer's Representative within 5 calendar days providing full details including documentary evidence of when the tenant(s) was visited, work history, job vouchers, detail of any unavoidable delay in attending or completing repair work etc. In the case of an argument or dispute with a tenant(s) the Contractor may have to show what disciplinary action has been taken against the operative.

On receipt of the necessary information the Employer's Representative will review all the evidence and make known their findings to the Contractor.

The contractor will report to the Employer upon complaint statistics on a minimum frequency of a monthly basis, including total numbers of upheld complaints.

3.36 COMPENSATION TO TENANTS

The Contractor will provide adequate compensation for residents for any damage to property/possessions or property as a result of carrying out works. All costs incurred by the Contractor and compensation payments are deemed to be included in the tender sum.

If a complaint is upheld by the Employer Representative following investigation, the Employer will issue appropriate compensation in accord with their Policy to the resident(s) and recharge the Contractor.

The Contractor shall pay direct to the resident an amount for failure to deliver the service as follows:

- a) Failure to keep an appointment with the Resident = £30.00
- b) Failure to complete any work within the prescribed time scales (cost per day) = £10.00 to include the cost of usage of temporary heating. This may be subject to review at a time during the term of the contract. Any such review will be based upon the quarterly energy prices data provided by HM Govt Dept for Business Energy and Industrial Strategy.

SCHEDULE 4 – CODE OF CONDUCT

4.1 GENERAL REQUIREMENTS

The Code of Conduct applies equally to all Contractor employees and its Sub-Contractors.

The Contractor should always remember, although a property is owned by the Employer, it is someone's home, and must be treated as such.

The Contractor on receiving an Order, should immediately confirm access arrangements with Service Users or site staff, or inform the Employer of any problem which may lead to a delay or failure to complete the work within the required timescale.

When arrangements for access cannot be made by telephone, the Contractor must either email, write to or visit the tenant or site staff to make access arrangements, to confirm a convenient time to carry out the work. If necessary, a card should be left with a request to contact either the Employer or the Contractor directly.

It is the responsibility of the Contractor to ensure that plant, materials and labour will be available to undertake the work at the arranged time, or immediately to seek approval of Service Users and the Employer to amend the arrangement where a delay is inevitable. It is imperative that explanations for delays are communicated to Service Users and the Employer as soon as possible whenever they arise.

The Contractor will notify the Contract Administrator of any problem regarding their capacity to undertake work for the Employer, whether by reason of a temporary heavy workload, or a change in circumstances (e.g. staff changes), which may affect capacity and Repair Response Period. It is particularly important that the Employer is given due notice of any situation in which may delay the completion of any work.

4.2 ARRANGEMENTS

It is the responsibility of the Contractor to ensure that plant, materials and labour will be available to undertake the Work at the arranged time, or immediately to seek approval of tenants and the Contract Administrator to amend the arrangement where a delay is inevitable. It is imperative that explanations for delays are communicated to Tenants and Contract Administrators as soon as possible whenever they arise.

4.3 NOTICE

Due notice must be given whenever it is necessary to disconnect services or interrupt the use of access or amenities, and such interruption should be kept to a minimum.

The Contractor is responsible for ensuring, where appropriate, any statutory consents (i.e. scaffolding on a pavement) are obtained before work commences, and that any statutory notices (i.e. building regulation notices) have been applied for as appropriate.

4.4 KEY HOLDING

Whenever possible, work should be carried out or access obtained to premises when the tenant or representative is present.

Any other arrangement for key holding or unaccompanied access is discouraged. The holding of keys to a tenanted property will be arranged at the risk of the Contractor and must never occur without the specific agreement of the tenant.

4.5 CONFIDENTIALITY

Note should be taken to instruct operatives not to involve themselves in discussion with tenants, or others, of matters that may contravene reasonable requirements of confidentiality concerning the Employer's business or concerning other tenants, other properties or other contractors.

Equally operatives must not discuss or pass comment on appliances or systems that may lead to difficulties in the future.

Any enquiry from tenants or others concerning the Employer's business should be diplomatically redirected to the appropriate staff.

4.6 ACCESS

When arrangements for access cannot be made by telephone the Contractor must call on the tenant to confirm a convenient time to carry out the work. If necessary, a card should be left with a request to contact either the Employer's Contract Administrator or the Contractor directly. In the event of tenants breaking arrangements, or refusing access, the Contract Administrator must be informed as soon as possible. Employer's staff will accompany operatives if requested in advance.

4.7 STANDARDS

Over and above the general requirements of standards of performance and conduct required, due note should be taken no deviation from these norms will be acceptable. Disciplinary action would be taken if there were any attempt by an operative to take advantage of the special circumstances of a tenant.

In respect of operatives' conduct to residents the following is to be observed:

- a) All dealings with residents are to be undertaken in a polite manner with strict observance of the requirements of The Employer's Equal Opportunity Policy.
- b) The Contractor's operatives are always to carry identification and make such identification clearly and readily available for inspection by residents and the Employer's staff.
- c) The Contractor shall not permit smoking or use of radios etc. by his operatives or subcontractors in resident's homes.

- d) The Contractor shall not permit the use of electronic e-cigarettes and vaping devices by his operatives in resident's homes.
- e) The Contractor shall not allow their operatives to bring their pets to work or in resident's homes.
- f) Operatives must not use any facilities without first asking permission from the resident or residential staff.
- g) Operatives must not use power tools without first asking permission to use the available power supply. In certain circumstances it may be necessary to make use of a portable generator. In this instance all safety checks and certification must be in place prior to the equipment being brought to site.
- h) Noise and nuisance created by generators should be considered and it is preferable to make use of a quiet running generator.
- i) If at any time work activities are the cause of a potential conflict with the resident or others around the Contractor must cease work, inform the Employer and seek guidance from the Contract Administrator.

Unless there are unavoidable or extenuating circumstances the Contractor must not break pre-arranged appointments with residents. If circumstances do arise that make it impossible to keep an appointment or for another operative to be sent, the Contract Administrator or the nominated person must be immediately informed.

4.8 GOOD PRACTICE REQUIREMENTS

The Contractor's operatives are required to follow certain practices, which the Employer considers fundamental to a quality service. These practices include, but are not limited to:

- a) operatives shall decline to work in any premise where children under the age of 18 (eighteen) are present without any supervising adult in attendance.
- b) Being prompt when an agreed time has been organised to have works undertaken.
- c) Being clean, properly dressed, provided with shoe/boot protection/covers before entering the resident's home
- d) Observing any reasonable cultural or religious requirements the resident may have.
- e) Discussing the work with the resident on arrival and agreeing on how it is to proceed, keeping the resident regularly updated on the progress of the job, particularly when the work will require more than one visit to complete.
- f) Not playing radios or headsets in residents' homes.
- g) Always using clean dust sheets where mess is likely to result from the works.
- h) Always leaving a calling card if the resident is not in when access required.
- i) Always showing identification cards before seeking entry for the first time.

- j) Being courteous to residents.
- k) Never using bad language or speaking in a way which may cause offence to any member of the community.
- l) Always clearing up promptly any mess left as a result of the works carried out.
- m) Not using any of the resident's facilities without their prior permission.
- n) Not getting involved in conversation with residents regarding operational matters.
- o) Taking all reasonable steps to ensure the security of the resident's property and possessions.

4.9 DAMAGE

- a) If, during work, the Contractor damages something belonging to a resident, let them know immediately and apologise.
- b) The Contractor must make good the damage caused within 10 days. If necessary, the Contractor shall replace or pay compensation for such items, subject to the agreement of the resident.
- c) The Contractor shall inform the Employer of all such incidents and keep a written record.

4.10 CLEARING UP

- a) Leave work areas in a clean and tidy condition.
- b) Remove dust sheets and vacuum clean the affected rooms.
- c) Relocate any furniture, fixtures and fittings moved to their original location.

4.11 RESIDENT(S)/SITE STAFF INFORMED AND SATISFIED

- a) Check all the services are in a safe and working condition.
- b) Before leaving ensure the resident(s) or site staff are aware of the work that has been done and whether follow-on works are required.
- c) Ask if they have questions and are satisfied with the work, and attend to any minor issues identified before leaving.

4.12 SAFEGUARDING

The service supplier is to work collaboratively with the Employer in a joint effort to implement the Employer's safeguarding policy.

4.13 SECURITY AND PROTECTION

- a) Care must be taken to ensure the comfort, safety and security of residents and adjoining householders during works. All necessary reasonable action to ensure the wellbeing of both the property concerned, and those adjoining, is required. Operatives will use dust sheets and protective coverings whenever dust, dirt, paint, mortar or similar nuisance is liable to foul surrounding property, fauna or flora.

- b) Care must be exercised when work is carried out in the vicinity of small children. Sharp tools, power tools, toxic substances etc. must be kept well out of reach. Areas where floorboards have been lifted, loft access exposed fire openings etc. must NEVER be left unattended.
- c) Care and consideration will be given when working in the home of older, disabled or vulnerable residents, particularly regarding the restricting or hindering their movement around the house, tools and materials lying on floors are a trip hazard and should be avoided. In these situations, it is desirable to maintain an acceptable level of warmth and comfort.
- d) Any complaint arising from a dispute in any form, between a resident and an operative must be referred IMMEDIATELY to the Contract Administrator.
- e) If for any reason an operative feels unable to undertake specified work on a property, the Contract Administrator must be informed immediately.
- f) In the interests of all concerned, whenever operatives encounter a difficult or potentially violent situation, they must leave the site immediately and contact the Employer's staff as soon as possible.

4.14 INDUCEMENT

Any offer or suggestion of inducement to influence ordering of work or payment of costs will be interpreted as bribery / corruption and dealt with as outlined under the Conditions of Contract.

4.15 GIFTS

Any offer of gift or gratuity (e.g. seasonal 'perks') will not be accepted if directed towards specific personnel. Where a gift is deemed acceptable, it will be marked for the attention of the company secretary and acknowledged on the clearly expressed understanding that it benefits equally all staff of the Employer.

4.16 PRIVATE WORK FOR EMPLOYER'S STAFF

No work is to be undertaken privately for a member of the Employers Staff, or their close relatives.

Note: A relative is defined as a person's spouse, parent, grandparent, child, grandchild (including illegitimate children and grandchildren) brother and sister. Technically the term relative does not include any relationship that is not by blood, marriage, civil partnership or co-habitation, however, if considered close the same criteria should apply.

4.17 PRIVATE WORK FOR RESIDENTS

Notes should be taken if any private work undertaken for residents must be on a separate basis with no Employer involvement, or responsibility for payment. Whilst it is the responsibility of the resident to obtain permission from the Employer to carry out work of a structural nature to the property, the Contractor should ensure the Contract Administrator is aware of the intention to carry out such work.

4.18 CESSATION

In the event of ceasing work for the Employer, the Contractor will hand back any keys, plans, specifications, other documents or equipment issued by the Employer.

4.19 LABOUR

Under no circumstances must any member of the Contractor's staff be:

- a) a member of the Employer's Board or Regional Committees, or
- b) related to or have a close personal relationship with any member of the Employer's Maintenance Staff or member of the Employer's Board or Regional Committees.

If the Contractor employs a person who falls into one of the above categories or is linked in any way with other members of staff within the Employer, the Contractor must inform the Contract Administrator in writing. The Employer will discuss the matter and make a decision regarding issuing further work to the Contractor.



Commercial Heating Contract Technical Specification

Appendix 2

Commercial Servicing, Responsive Repair and Safety Inspections

**Phoenix Compliancy Management
4 Waterside Court**

**Galleon Boulevard
Crossways Business Park
Dartford Kent**

DA2 6NX

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SECTION 1 – COMMERCIAL HEATING SERVICING & SAFETY INSPECTION CERTIFICATION

All works must be undertaken in accordance with manufacturers specific service intervals, specification, current regulation and legislation.

1.1 COMMERCIAL OR NON-DOMESTIC SERVICING

- 1.1.1 The specification is to encompass all Commercial or Non-Domestic properties. Each item of work shall be priced separately for each scheme as specified in the Contractor's Schedule of Rates. However all sundry material items are to be allowed for when carrying out the service process and any materials, parts or other equipment will be paid for in accordance with the requirements contained herein.
- 1.1.2 These works comprise comprehensive servicing (Major Service) of every appliance and system to Manufacturer's specification, the requirements of any maintenance manual found on site, supplied to the appointed Contractor and the further requirements of this specification at all the schemes scheduled which may vary from time to time, including all maintenance necessary for the efficient operation of such appliances, associated systems and all component parts thereof.
- 1.1.3 The work will culminate in the completion of a Boiler House Plant Room Service Report for each system in which proposed examples shall be supplied to the Employer for approval. Plant Commissioning/Service Record (CP15), and a Gas Testing and Purging Form (CP16) [and Gas Installation Safety Report (CP17) for non-domestic plant shall be supplied]
- 1.1.4 In addition to the main servicing and safety check visit the servicing works will also include a commissioning visit (minor service) prior to the start of the heating season, this will normally be at the start of October, but this may be varied at the request of the Employer Representative dependent upon weather conditions. The dates of all servicing visits are to be agreed but, in any event, will be carried out during late Spring and early Summer months. [The dates of all servicing visits are to be formally programmed and be carried out in a four-month period between April and August.] At the same time as the main servicing visit, where it is found to be required, individual gas safety inspections will be carried out to all appliances found in the properties in accordance with the detail laid down in **Section 2**. The costs of these visits are to be built in to the per property rates.
- 1.1.5 It is an absolute requirement that the Contractor completes a thorough inspection of all communal areas to ensure that the LGSR has recorded all gas appliances within the building and all Gas Appliances have been Serviced and Inspected.

Appendix 2 - Commercial Servicing, Responsive Repair and Safety Inspections

- 1.1.6 It will also be necessary to make regular visits to adjust any controls requiring regular duty cycling of multiple plant, (pumps, boilers, etc.), including any adjustments to ensure efficient use and wear of the system. In addition, allow for all necessary visits to adjust any controls due to clock changes (Daylight Saving). These may be combined with the servicing and commissioning visit and the costs of these visits are to be built in to the per property rates.
- 1.1.7 The work specified for the service visits is designed to provide adequate preventative maintenance and to eliminate normal service faults.
- 1.1.8 Upon the servicing visits the Contractor will carry out a schedule of work appropriate to the type of appliance and system listed, to the relevant manufacturers servicing instructions, to any supporting regulatory and statutory obligations, to any specific maintenance manuals, and carry out the specific items detailed in this section.
- 1.1.9 All calorifiers or other hot water heaters or stores are to be examined externally annually (Major Service) for signs of leakage or deterioration and opened up, descaled, cleaned and examined internally as necessary. When this descaling is completed, the Employers Representative is to be notified so that he may inspect the equipment internally and supportive photographic evidence is to be provided where practical.
- 1.1.10 All sundry items together with lubricants, sealants, seals, washers, O-rings, belts, service kits and primary and secondary water conditioning fluid etc. is to be included within the cost of this work.
- 1.1.11 Enquire of the Resident Manager or similarly responsible person of a sheltered scheme or other sites about the performance of the system since the last servicing or inspection visit.
- 1.1.12 Check all types of ventilation to ensure conformity with the relevant British Standard and/or IGEM guidance document, in particular IGEM document IGE/UP/10, and all regulations associated with the specific type of fuel and appliance being used, manufacturer's instructions and requirements, and the requirements of the Gas Safety Regulations. If the ventilation does not meet the above standards the Contractor is to undertake the necessary action, in accordance with the Gas Industry Unsafe Situations Procedure (GIUSP) and inform the Employer Representative immediately.
- 1.1.13 The Employer Representative must be notified of any necessary works before commencement provided these works are not covered within the contract. The detail of the Gas Safety Inspection is described within **Section 2.**

- 1.1.14 Carry out a comprehensive safety and visual inspection of all types of flue system and chimney, this is to include, smoke testing, flue liners where installed, inspection of any fans, inspection of joints, ensuring any flue is fixed securely, is of sound and correct construction, and compliant with all relevant regulations. This is to include removal and reinstatement of any access panels if the flue is concealed and reporting the Employers Representative should any issues be noted.
- 1.1.15 Check to ensure the appliances within each system are of sound construction and that they are fixed correctly and in accordance with manufacturer's instructions.
- 1.1.16 Check the flame picture of all burners and the general operation of the appliances and systems.
- 1.1.17 Check the operation of all safety devices.
- 1.1.18 Visibly inspect and check the whole system for leakage or damage and carry out any remedial work as necessary.
- 1.1.19 Where appropriate or required (I.D. situation or when instructed by the Employer) isolate the appliance(s) and system(s) from gas, oil and electricity supply.

1.2 PLANT ROOM APPLIANCES AND SYSTEMS

The Contractor shall allow to service, clean, lubricate, adjust, renew, replace, un-block, descale and de-sludge and carry out other operations as necessary to ensure that the appliances, component parts of systems and the entire heating and hot water systems remain functional at all times.

These tasks shall also be carried out as required to the component parts, systems, appliances and BMS systems installed as described herein. The costs for replacement of any part, component parts or other repair is to be met as described within **Section 4**.

Servicing and Inspection shall include the following:

All thermostats and thermometers

- 1.2.1 All relay valves, governors, pressure stats
- 1.2.2 All time switches, clocks, and programmers, optimiser and compensators installed either within the plant room or remotely.
- 1.2.3 All control panels, associated relays, indicator lights and neon, switches any other associated component parts and internal wiring
- 1.2.4 All boiler or burner ignition systems and devices
- 1.2.5 All appliance burners and package burners including pilots, injectors and restrictors etc.

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- 1.2.6 Combustion chambers and heat exchangers to all appliances
- 1.2.7 Flue ways and flues complete
- 1.2.8 Fan dilution and flue extract systems
- 1.2.9 Ventilation intake and extract fans
- 1.2.10 Valves (zone, non-return, manual, actuator operated and safety devices)
- 1.2.11 All primary and secondary water circulation pumps and valves installed within the plant room only including replacement of cracked or broken belts
- 1.2.12 The entire primary heating and hot water pipework and any secondary pipework installed within the plant room including the replacement of any insulation.
- 1.2.13 All types of calorifier installed including pipework to and the isolation valve on the cold feed supply and any controls installed on any calorifier.
- 1.2.14 All water controls
- 1.2.15 All appliance integral electrical controls and equipment
- 1.2.16 Electrical immersion heaters and controls
- 1.2.17 All safety devices installed on the gas supply pipework including allowance for resetting and testing.

1.3 SYSTEMS

The Contractor shall allow to service, clean, lubricate, adjust, renew, replace, un-block, descale and de-sludge and carry out other operations as necessary to ensure that the appliances, component parts of systems and the entire heating system, the hot water supply to flat isolation valve and the cold water down service remain functional at all times.

Please note that for ease of reference the boundary definition for this scope of works shall be the entry or isolation point to each individual flat.

These tasks shall also be carried out as required to the component parts, systems and appliances installed as described herein. The costs for replacement of any part, component parts or other repair is to be met as described within **Section 4**.

- a) All types of manual and automatic appliance controls and valves including but not specific to thermostats, time switches, clocks, programmers, gas valves, safety devices, zone valves, flow-share valves, energy management controls not located in the plant room

- b) All electrical wiring within the system from the point of exit from the plant room that supplies any control or component part of a system that is not located within the plant room.
- c) All flue ways, flue fans and terminals.
- d) All valves that are used to control or isolate parts or the entire system not located in the plant room.
- e) All radiator valves whether they are ordinary, thermostatic or lock shield, radiator and air vent.

Note: Where found to be defective the valves including Thermostatic are to be replaced with Danfoss Thermostatic / radiator valves and be appropriate for the system pressure.

- f) Total systems to be descaled and cleared of sludge as necessary. The Contractor shall supply photographic evidence to the Employer Representative for authorisation and if accepted the Contractor is to carry out the descaling and desludging process in accordance with regulation guidelines. 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 or other times as necessary. Allowance shall be made for the use of proprietary solutions for flushing and cleaning Inhibitor levels in all types of system must be maintained and must be topped up as necessary.

1.4 ANNUAL SERVICING COMMISSIONING (MAJOR SERVICE)

Following the comprehensive servicing and cleansing the Contractor is to commission the appliances and central heating system as in accordance with the following requirements:

- 1.4.1 Restore the gas, the electrical and the water supplies and test the gas supply from the primary meter to the appliances for tightness and rectify any leaks.
- 1.4.2 Purge air from system and radiators if necessary
- 1.4.3 Restore mains electrical supplies and ensure that earth connections are correct, and the fuses are of the correct rating, replace as necessary.
- 1.4.4 Reset all controls as required
- 1.4.5 Re-light appliances, check and reset ignition devices, location of thermocouples, pilot weep jets and electrodes. Carry out and record details of flue gas analysis. Detail what is to be recorded.

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- 1.4.6 Check and adjust where necessary all pilots and burners for correct gas rate, aeration and flame picture
- 1.4.7 Check location of all heat sensing probes
- 1.4.8 Reset all manual and automatic controls
- 1.4.9 Check operation of all pumps and ancillary controls
- 1.4.10 Ensure the appliances and all ancillary equipment is fixed and secure, stable and level
- 1.4.11 Clean the appliances and remove all previous labels
- 1.4.12 Attach a new label to the appliances stating the date of service, when the next service is due and the Contractors telephone number for breakdown and emergency service
- 1.4.13 Clear site and leave clean
- 1.4.14 Return all keys
- 1.4.15 Complete the appropriate system report and return to the Employers Representative.
- 1.4.16 Site a copy of the Commercial Gas Safety Certificate within the plant room or other agreed place.
- 1.4.17 Photographic evidence to be supplied before and after where deemed appropriate.

1.5 PRE-HEATING SEASON COMMISSIONING VISIT FOR EACH SCHEME (MINOR SERVICE)

Any Sheltered Scheme appliances and systems will each receive one commissioning visit. On this visit the Contractor will carry out a thorough inspection of all appliances, take Flue Gas Analyser (FGA) readings where appropriate, check for gas and water leaks and repair as necessary and check the systems to ensure they are operating as required to provide the intended service to these and any other schemes hostels general needs blocks etc

1.6 FURTHER REQUIREMENTS

In addition to the processes described in 1.1 to 1.5 the Contractor is required to carry out the additional tasks described within a) to f) as follows. In addition, there are some specific planned and preventative maintenance tasks described within **Appendix 1**. These are intended to support and further describe some of the requirements specified in 1.1 to 1.5 previous and as detailed in any ensuing section where there is crossover.

- a) Before and after Works start any logbook within the boiler house and plant room shall be updated on completion of any task.

b) Operating Limits

The Contractor shall ensure that plant and equipment is operated and maintained to ensure that within district heated dwellings the heating flow temperatures do not exceed 82°C and the HWS secondary temperatures do not exceed 60°C at any time.

c) Duty Cycling

The Contractor shall be responsible for ensuring that regular duty cycling of multiple plant, (pumps, boilers, fans etc), is carried out: if failure of the equipment has occurred, they shall undertake this task manually where automatic facilities are not available. This shall be deemed to be included in the Tendered Sum.

The Contractor shall be responsible for ensuring that appropriate signs are displayed where equipment is isolated, shut and/or open. The Contractor shall supply and maintain a sufficient stock of signs, in each boiler house and plant room, to the written approval of the Employer Representative.

d) Summer and Winter Operation

The Contractor shall perform seasonal changeovers between summer and winter modes of system operation. The changeover shall be instructed by the Employer Representative and form part of the annual programme, except where these functions are performed automatically. The Contractor will allow for two changes from summer to winter and two changes from winter to summer for each system and for each year of the Contract. The Contractor will retain records of all seasonal changeovers for inspection by the Employer Representative.

Where no instruction for changeover is given for any system the Contractor shall continue to maintain optimum load matching and efficient service provision for that system. The Contractor should not assume that all space heating services will be isolated in summer.

e) Boiler Plant Testing/ Cleaning

The Contractor shall carry out annual cleaning or de-scaling of the boilers, gas fired water heaters, calorifiers and other heat exchangers located within boiler and plant rooms as per manufacturer's instructions.

Acid or chemical cleaning of boilers and plate heat exchangers shall be at no additional cost and is included in the cost per site.

Calorifier bundles are not to be cleaned in situ. Cleaning of bundles shall include for all necessary isolation, draining down, disconnection, removal, transportation, re-assembly, supply and fitting of new gaskets, reconnection, setting to work and checking for leaks and correct operation.

The Contractor shall perform routine tests to assess the thermal performance of each online boiler at the prevailing firing rate generally in accordance with the manufacturer's specified requirements and frequencies.

The Contractor's Schedule of Rates include for testing any boiler when it is brought back on-line after major servicing or a period off-line exceeding the routine test interval. These tests allow for checks at both firing rates in the case of high/low burners, and throughout the entire range for modulating burners. Upon completion of this test a new Plant Commissioning/Service Record (CP15), a Gas Testing and Purging Form (CP16) and a Gas Installation Safety Report are to be supplied

After each test, the Contractor shall submit to the Employer Representative a written report indicating as a minimum:

- a) the firing rates
- b) flue gas temperature
- c) oxygen content in flue gas
- d) CO content or smoke number
- e) levels of nitrous and sulphurous oxide and inferred thermal efficiency (based on gross calorific value).
- f) Carry out a full check of the safety circuits in the boiler room

A copy of each report is to be retained on-site in the Contractors logbook.

1.7 PLANT ROOM DILAPIDATION SURVEY

In addition to 1.6 above, the Contractor shall undertake a Dilapidation Survey within 3 months of contract commencement. The Contractor will identify areas of non-conformance and highlight concerns and provide associated costings for repairs in need of attention.

A water sample will also be taken and sent to an independent laboratory and a full chemistry analysis of the water to be carried out. Once this survey has been undertaken, any associated repairs or system failures will not be pursued as addition to contract works.

The Employer will supply the format in how this information is to be captured and this report must also include the supply of a new Plant Commissioning / Service Record (CP15) and a Gas Testing and Purging Form (CP16) are to be supplied.

Failure to complete the survey by the agreed deadline will result in responsive repair costs being covered by the Contractor until the report is submitted or deemed to be accepted in current condition.

The Dilapidation Surveys is to apply to all system types described within this specification.

1.8 COMMERCIAL SYSTEMS WATER TREATMENT

The Contractor shall carry out Works in accordance with the recommendations detailed in BS 2486:1997. BS 7593:2019 BSRIA AG 1/2001.1, AG 2/93

Chemicals used shall be either:

- a) Compatible in all respects with the existing treatment regime of products currently in use;
- or
- b) Of an approved type to provide similar protection to the systems treated following any necessary cleaning/flushing operations to be carried out by the specialist Sub-Contractor.

The Contractor shall be responsible for operation, control and monitoring of the water treatment installation and maintain water treatment levels up to 1.5% system losses per month.

Potable water works

The contractor/sub contractor is to carry out all requirements in accordance with The Approved Code of Practice (ACoP) L8 and the Health & Safety Guidance (HSG) 274 Part 2 The control of legionella bacteria in hot and cold water systems.

The ACoP and HSG274 Part 2 are documents for those in control of premises and those with health and safety responsibilities for others, to help them comply with their legal duties.

The contractor is to carry out all regimes advised by ACoP L8 and HSG274 Part 2 or as indicated by the sites Legionella Risk Assessment. Please refer to the ACoP L8 and HSG274 Part 2 for all legionella control and management.

Please see these the list of key actions required to manage and control the risk exposure of Legionella in potable cold water storage tanks. This list may not have all requirements from ACoP L8 and HSG274 Part 2 use the documents to ensure the sites water hygiene compliance.

The water tanks shall be inspected twice a year in accordance with the Approved Code of Practice and Guidance L8 (the control of Legionella bacteria in water systems) and HSG274 Part 2: The control of legionella bacteria in hot and cold water systems.

First Visit

The Contractor shall on a biannual basis for every site listed on the Boosted Water asset register carry out a visual inspection of every tank. The first visit shall obtain water and air temperature measurements. The reports shall include a minimum of the following:

1. Insect and vermin screens should be fitted to protect any pipework open to the atmosphere, such as the overflow pipe, warning pipe and vent.
2. Where practical expansion pipes from calorifiers, should not return into cold-water storage tanks.
3. The tanks pipework locating inlet and outlet pipes on opposing sides of the tank at different heights.
4. Thermal insulation and effectiveness.
5. Check the tank water temperature remote from the ball valve and the incoming mains temperature. Record the maximum temperatures of the stored and supply water recorded by fixed maximum/minimum thermometers where fitted.
6. Ambient air adjacent to plant.
7. Ambient air temperature outside.
8. Engineer's name and signature.
9. Date and Time of inspection.
10. Turnover of the tank - The volume of stored cold water should be minimised.
11. Tank Location.
12. Tank Material.
13. Lid condition.
14. Ball Valve type and condition.

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15. Compliance with Water regulations items – ensuring that materials and sizes comply with WRAS.
16. Access details.
17. Tank room size.
18. Type of access.
19. Lighting Provision.
20. Small power provision.
21. Ladders installed.
22. Lock operational.
23. Internal and external photographic evidence.
24. The volume of stored cold water.
25. Presence of hollow support pipes.
26. Microbiological activity within the tank e.g. biofilm, algae.
27. Level of deposits and solids in the tank e.g. sediment, rust.
28. Recommendation service report.
29. If the tank is linked and not turning over water.
30. If the tank is in use.
31. The process that the tank supplies.
32. Overall condition of the tank e.g. if there are any leaks or dampness.

Second Visit

On the second visit, the Contractor shall attend every site listed on the Boosted Water asset register and carry out a visual inspection of every tank. The report shall contain, as a minimum, the following:

1. Mains Water temperature.
2. Check the tank water temperature remote from the ball valve and the incoming mains temperature. Record the maximum temperatures of the stored and supply water recorded by fixed maximum/minimum thermometers where fitted.
3. Stored Water temperature.
4. Microbiological activity within the tank e.g. biofilm, algae.
5. Level of deposits and solids in the tank e.g. sediment, rust.
6. Ambient air adjacent to plant.
7. Ambient air temperature outside.

8. Engineer's name and signature.

9. Date and Time of inspection.

Chlorination of Cold Water Storage Tanks

The contractor is to carry out all requirements in accordance with HSG274 Part 2: The control of legionella bacteria in hot and cold water systems and BS 8558 2015 Guide to the design, installation, testing and maintenance of services supplying water for domestic use within buildings and their curtilages. Complementary guidance to BS EN 806.

Subject to the first and second visit reports, the Contractor shall recommend Cold Water Storage Tanks for chlorination works. These works are deemed to be included in the price per site The Contractor shall inform the Contract Administrator in writing **giving a minimum of 48 hours' notice** of the commencement of water tank chlorination and shall liaise with the Contract Administrator to witness these tests.

Where Works are to be carried out in individual dwellings, the Contractor shall give one week's notice in writing to each Resident. The notice shall be in a form approved by the Contract Administrator, and shall give a brief outline of the Works and their duration. The Contractor shall keep copies of all notices.

The disinfection of a water system is normally based on chlorine being dosed at 50 ppm for a minimum contact period of one hour, at the end of which the concentration should not be less than 30 ppm free residual chlorine. However, lower concentrations and longer contact times are considered acceptable, as set out in BS 8558. Other disinfectants may be used where they are shown to be effective. Their intended application should take into account the type of system and user profile at the specified concentration levels and contact period. If the disinfectant is for use in water systems supplying wholesome water then these must comply with the requirements of The Water Supply (Water Quality) Regulations 2000.

Efficacy of chlorine as a disinfectant is pH dependent and pH values in excess of 7.6 should be avoided. The following shall be carried out before putting the storage tank into service:

- Signage and outlet warning labels should be fitted to all areas.
- A pre-disinfection should take place if the conditions within the cold water storage tank are so poor that they could adversely affect the welfare of the operators undertaking the clean.

Cleaning

1. Drain the tank to the designated drain, neutralise any residual chlorine if a pre-disinfection has been completed.
2. Under normal operation, the float-operated valve is a restriction within the supply pipework and so should be operated fully open, flushing any particulate matter from the supply main.
3. Physically clean the tank and associated fittings using a method that does not damage the tank coatings. (It may not be possible to clean galvanised tanks where there is evidence of corrosion).
4. Remove residual sludge and water by using a wet and dry vacuum cleaner, disposing to the designated location, and rinse the tank with fresh water.

Disinfection

1. Refill the tank with fresh make-up water, isolate from the mains supply and add the required quantity of disinfectant using the turbulence of filling to distribute it.
2. Test the contents of the tank to confirm the required level of disinfectant has been achieved using a quantitative test kit.
3. Draw the disinfecting solution through to the water heaters and subsequently to all outlets fed from the system.
4. Test key far sentinel outlets to ensure the required concentration is reached.
5. Test all other outlets with a fast and simple test showing the presence or absence of disinfectant.
6. Top up the tank with fresh water and sufficient disinfectant to bring the concentration back up to target levels.
7. Leave the system for the designated contact period.
8. Retest key outlets at the end of the contact period to confirm that satisfactory disinfectant levels are achieved. Check concentrations at intervals during the contact period and restore the disinfectant levels if they decline. If the concentration should fall below the minimum, restart the process.
9. Add a neutralising agent to the tank and ensure there is no disinfectant before flushing through to the water heaters.
10. Draw neutralised water through to all outlets, measuring to ensure the absence of disinfectant.
11. Remove signage and outlet warning labels.

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12. If the water is for non-potable use, the tank inlet can be reopened as long as the subsequent refilling dilutes any neutralising product to insignificant levels. If the tank supplies wholesome water to outlets, it should be fully drained, refilled with fresh water and flushed with water free from neutralising agent.

Tanks constructed from non-metallic material, i.e. GRP tanks shall be thoroughly cleaned and chlorinated as per sub clause 1, 2, 3 and 5 above, but shall not be painted internally or externally.

Water Purity Testing

On completion of any maintenance work to any water tank, break tanks and/or storage tanks, the Contractor shall employ an independent water treatment/testing company to test the purity of the water supply in accordance with the Bacteriological Examination of Drinking Water Supplies 1982; (Reports on Public Health and Medical Subjects No.71: Methods for the Examination of Waters and Associated Materials), or any later amendment. The written results shall be forwarded to the Contract Administrator

SECTION 2 – COMMERCIAL) HEATING (DOMESTIC APPLIANCES), SERVICING AND CERTIFICATION

This section is relevant to some appliances or items of plant or equipment found on site, particularly where a centrally located boiler supplies multiple apartments or rooms in which case the requirements herein will apply to domestic and commercial heating systems.

2.1 GENERAL

- 2.1.1 This specification and the practices and procedures outlined are to encompass all properties with a gas supply entering into the property and all types of gas appliances, any associated systems, smoke or CO detectors and any un-vented hot water storage vessels contained therein and will detail where appropriate if a requirement applies purely to a particular type of appliance and/or system. For items such as unvented hot water systems and smoke or CO detectors, details of the works required will be found within Section 3.
- 2.1.2 The described works will generally comprise an annual or more frequent as required comprehensive service of every appliance and system that is found in a scheme to the appliance manufacturer's specification and the further requirements of this specification at all the properties scheduled which may vary from time to time. Where there is a gas safety inspection liability, the works will culminate in the completion and issue of a Landlord Gas Safety Record (LGSR).
- 2.1.3 There will be a gas safety inspection liability for every property that has a gas supply entering it irrespective of whether the supply is connected to an internal supply and/or appliance and irrespective of whether it is used or not. Where there is only a gas supply within a property or where there is only a supply entering a property; works as described to complete a gas safety inspection will be undertaken as detailed herein together with any other such works required to complete testing and visual inspection of residents own appliances.

The rates for completion of works under this section are cover all aspects of the servicing and safety inspection work for all current and future properties covered by this contract.

- 2.1.4 The actual works completed should be such that they will include for all maintenance necessary for the efficient operation of the Employer owned appliances, associated systems and all the component parts thereof installed in each property. Resident owned gas fires and other resident owned gas fired appliances are also to be fully checked for safety but have no remedial or further works carried out to them without the authorisation of the Employer Representative.

As stated, where there is a gas safety inspection liability in a property the works will culminate in the issue of a Landlord's Gas Safety Certificate (LGSR) and where service work is completed a "Service Report" for each appliance. Where there is no gas safety inspection liability an approved method of recording this will be agreed but as a minimum this will be recorded on any service record.

- 2.1.5 The Contractor's Schedule of Rates includes the provision and replacement of all sundries, parts, materials, appliances, controls, replacing incorrectly rated fuses and labour necessary to maintain an appliance or system in good working order until the next visit unless specifically excluded from the works. As such the only items of work that will be paid for outside the comprehensive element of the contract are defined within "Additional Works" as further appended.

A schedule of examples of acceptable products that can be utilised is contained within **Clause 2.08** as follows. Any other part, component part or other products are to be changed on a like for like basis.

- 2.1.6 All sundry items and their replacement together with but not limited to; lubricants, sealants, seals, burner seals, electrodes, batteries, O-rings, washers, belts and water conditioning fluid and inhibitors etc are to be included within the cost of this work.
- 2.1.7 All records proposed to be used for recording service and gas safety inspection details will be subject to the approval of the Employer Representative. All records will be provided in electronic format only. Handwritten records will only be accepted if the electronic system fails for any reason and even in such circumstance the Contractor will scan any such records so that they are delivered in a similar format. Residents are to be supplied with copies of records within 5 days of completion.
- 2.1.8 Before onward transmission every service record and LGSR is to be checked for correct completion and validated by the Contractor prior to transmission to the Employer Representative. Such validation shall include checks to ensure the following are correctly completed:
- a) The date on which the appliance and/or flue was checked.
 - b) The address of the premises at which the appliance and/or flue is installed.
 - c) The name and address of the Landlord of the premises where the appliance/flue is installed.
 - d) The description of each appliance and or flue checked together with a record of where sited.
 - e) Any defects identified.

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- f) Any remedial action taken.
- g) That the inspection carried out has been completed in accord with the requirement of the Gas Safety Regulations.
- h) The name and signature of the individual who completed the LGSR.
- i) The Gas Safe registration number of the individual who completed the LGSR
- j) Gas tightness test

Where remedial works are identified on the LGSR the Contractor will by way of separate report advise what action if any they have taken to complete the remedial actions recommended, and if not then who should be undertaking such actions.

- 2.1.9 Any such record received by the Employer Representative may be rejected if either incomplete or incorrect and if there are any anomalies, such as appliance detail discrepancies. All such records will be returned to the Contractor for correction and/or clarification.

Copies of revised LGSR must be provided to the Employer Representative and the respective resident within 5 calendar days of rejection. If any records are to be reissued as a result of a revisit to a property this will be at the sole cost of the Contractor. The Contractor will make arrangements to revisit properties at the convenience of the resident.

Should there be any failure to supply corrected or replacement records for any rejected record within the 5-day time scale then reasons must be supplied by the Contractor together with the timescale for rectification. Any further failure may result in alternative provider being requested to complete the work and any associated costs will be charged to the original Contractor.

- 2.1.10 All electronic records are to be supplied as per **Appendix 1**

- 2.1.11 Warning notices are to be notified immediately to the Employer representative along with supporting quotations, where required, for rectification.

- 2.1.12 There may be a need to record additional information, such as depth of loft insulation depth for each property visited, and the Contractor will co-operate in this respect. Where it is reasonable that this information could be collected it shall be collected and supplied without cost to the Employer. Where not there shall be a rate to be provided for covering this service

2.2 PRELIMINARY WORKS

- 2.2.1 When arriving at the property the Engineer must identify him/herself to the occupant and explain the purpose of the visit. Such identification should include offering company identification and Gas Safe registration card.
- 2.2.2 The Engineer must enquire of the occupant whether the appliance(s) and/or system(s) to be serviced and checked for safety and have operated effectively since the previous visit.
- 2.2.3 The Engineer shall confirm that there is sufficient access to the gas meter and that if sited remotely from the property that there is adequate labelling of the meter to confirm the property to which it pertains and that there is an adequate means of isolation of the gas supply within the property.
- 2.2.4 The Engineer shall establish whether prepayment gas and/or electric meters are installed and if so whether there is sufficient credit on both to complete the service and safety inspection. If it is shown that insufficient credit is available, the engineer shall ask the resident to obtain further credit to allow the test and service to proceed in full.

Should that not be possible the engineer shall; subject to the permission of the resident, purchase minimum amounts of further credit. The costs of any such purchase on provision of receipt shall be repaid to the Contractor within the next monthly valuation and recharged to the resident by the Employer.

- 2.2.5 Where the Engineer has established that there is insufficient gas and/or electric available on prepayment meter and has been unable to obtain additional credit, as much of the testing shall be completed and recorded as possible. However, where it is not possible to entirely complete the gas safety inspection the engineer shall:
- Isolate the gas supply/cap and label at the meter with the resident's permission.
 - Issue a warning notice to the resident advising that the installation needs to be checked for safety prior to recommissioning once gas and/or electric is available.

Where the resident will not grant permission for the supply to be disconnected then the warning notice shall still be issued, and the Employer shall be notified immediately.

- 2.2.6 The Engineer must clear a workspace around the appliance(s) and lay down adequate protection.

- 2.2.7 Prior to commencement of any works the Engineer shall carry out a tightness test of the gas supply. If this test proves a failure then any gas leak must be rectified before continuing, if unable to do so, further advice must be sought from the Employer Representative.
- 2.2.8 It is considered that all Landlord owned asbestos containing appliances will have been replaced or addressed however the Engineer must inspect the appliance(s) to be serviced to ascertain if there is a possibility it or there could be asbestos contaminated. If there is any doubt seek further advice from the appliance manufacturers and the Employer Representative. In any event carry out no work to the appliance until it has been confirmed that there is no issue Any relevant asbestos register shall be consulted before any works commence
- 2.2.9 The Engineer must check any ventilation requirement against the actual ventilation supply to all relevant appliances within the property to ensure conformity with all relevant regulations manufacturer's instructions and the requirements of the Gas Safety Regulations.
- 2.2.10 If the ventilation supply is incorrect seek further advice from the Employer Representative unless it can be easily rectified, and the occupant agrees for this work to be carried out. Where necessary the Gas Industry Unsafe Situation Procedure IGEM/G/11 shall be applied.
- 2.2.11 The Engineer must check to ensure the appliance is of sound construction and that it is fixed correctly, rigidly, soundly and in accordance with manufacturer's instructions. Preliminary checks must also be made of the flue, flue joints, pipework and electrical connections.
- 2.2.12 The Engineer must carry out an operational check of the appliance and associated system, checking the flame picture of the burner where visible and the operation of all safety devices.

All appliances are to be serviced in strict accordance with the Manufactures Instructions.

2.3 SPECIFIC SERVICE PROCEDURE

All Landlord owned appliances are to be serviced in strict accordance with the Manufactures Instructions.

The operations described shall be carried out as necessary dependent upon the appliance and system type. This may in some instances alleviate the need to complete much of the following. On the basis that to complete the service the appliance will need to be dismantled then works will in general ordinarily include but not be confined to the cleaning, lubrication and adjustment of the appliances, systems, control and component parts thereof.

The renewal or replacement of broken seals, seals, component parts and controls are to be carried out as identified and in accordance with the requirements of the contract and the respective appliance manufacturer.

- 2.3.1 For all room sealed appliances; where it is a recommendation and allowable within the manufacturer's instruction and where there is a facility do so, the service works to the combustion area within the appliance may be confined to measuring the CO/CO₂ ratio and a visual inspection of the appliance. If this is outside of acceptable limits as defined by the relevant manufacturers, then a full service must be undertaken.
- 2.3.2 2.3.2 Isolate the appliance(s) and system(s) from the gas and electricity supplies, removing any fuse such that the appliance and or system cannot be accidentally turned on again whilst works are in progress.
- 2.3.3 Allow time for the appliance to cool. Dismantle appliance, ensuring that all removed component parts are not placed anywhere that could be hazardous and if any are hot then these are to be carefully stored on non-combustible surface. Water carrying components must be kept away from any electrical components.
- 2.3.4 Dust and clean all removed component parts.
- 2.3.5 Remove and clean all burner assemblies, modules, and any pilot lights or other ignition devices. Burners may be washed through if deemed necessary.
- 2.3.6 Check any thermocouple or other combustion safety devices for safety and wear and replace if necessary.
- 2.3.7 Remove heat exchanger access or observation covers being careful not to damage any gaskets or seals. Inspect the heat exchanger for cleanliness and if dirty thoroughly clean. Reassemble and replace any removed covers and any damaged seals or gaskets. It should be noted that the heat exchanger is checked for cleanliness during any quality control.
- 2.3.8 Check, clean, ease and grease all functional parts where there is a need that is either determined by the appliance type or in accord with manufacturer's instructions.
- 2.3.9 Check and clean all fan motors for warm air heaters, fan assisted boilers or any fan flue appliance. If the fan is dirty it must be removed, and the blades thoroughly cleaned before reassembly.

- 2.3.10 Check all flue ways, combustion chambers, flue baffles, draught diverters and flue terminals are correctly sited, unobstructed and functional. Ensure that any concealed flue is accessible throughout its length and remove inspection covers and inspect flue.

Record any issues with either the flue or access to the flue and where any flue is encountered that is deemed to be concealed then a risk assessment as detailed in the current and as may be detailed in any future editions of Gas Safe Technical Bulletin 008 must be completed.

Furthermore, the Contractor will maintain records such that they can be either uploaded direct to the Gas Safe database or similarly provided to the Employer Representative in line with the requirement of that bulletin. Ensure also that any such flue is installed with the appropriate gradient.

- 2.3.11 For every open flue appliance connected to a chimney or other purpose-built flue carry out spillage and smoke tests of the flue, a gas rate check, a ventilation check, a termination check, a safety device test.
- 2.3.12 Ensure all thermostat phials, heat sensing probes, overheat thermostats and any other temperature sensors are clean, correctly located and operational.
- 2.3.13 For all open flue installations, check all flue ways, combustion chambers, flue baffles, draught diverters and flue terminals are correctly sited, unobstructed and functional.
- 2.3.14 For every open flue appliance connected to a chimney or other purpose-built flue carry out a Flue flow visualisation test (smoke test), a spillage test in accordance with the guidance noted within BS 5440
- a) A complete inspection of the installation must be carried out to ensure that;
 - b) The installation has been installed in accordance with the manufacturer's instructions and the relevant standards.
 - c) All gas and electrical supplies are suitably sized, located, fixed and supported.
 - d) Fuse rating to be added
 - e) All components of the system and appliance are correctly assembled and complete.
 - f) The appliance has been correctly installed, positioned, and is level and stable as required by the manufacturer's instructions.
 - g) The appliance has been installed with adequate clearance for maintenance and distance from combustible material.

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- h) Check that the terminal and terminal guard, if fitted, are unobstructed and undamaged.
- i) If the appliance is in a compartment or cupboard, check that the specified service space around the appliance is clear.
- j) Check all joints and connections in the system and remake any that show signs of leakage.
- k) Refill and re-pressurise if applicable as described in the commissioning section.
- l) Operate the appliance and take note of any irregularities.
- m) Check appliance history menu function for information of the last errors and investigate as appropriate.
- n) Check the gas supply inlet working pressure in the system to confirm that the pressure conforms to the readings shown in the manufacturer's instruction table.
- o) Checking flue integrity, by checking that the flue joints are secure, the terminal and the terminal guard, if fitted are clear and undamaged.
- p) Carry out appropriate tests to determine if the heat cell requires cleaning or further attention.
- q) Clean the condense siphon and check condense pipe work for obstructions and correct installation.
- r) Carry out a gas rate check with the appliance operation at maximum rate and minimum rate and confirm correct operation.
- s) Carry out Flue Gas Analysis; In addition to the CO and CO/CO₂ ratio checks also check and record the minimum and maximum CO₂ percentage reading.

2.3.15 Reassemble appliance and all component parts.

2.3.16 Check any safety discharge and/or condense pipe termination, including removing any condense pipe that terminates into a waste pipe to check for blockages. Check and if necessary clean any condense trap within the appliance, and any condense pump. Reassemble as required and rectify any issue. Replace any "condensafe" or other acid neutralising component fitted to any condense pipe.

2.4 SYSTEM CHECK

The operations as shown below shall be carried out as necessary dependent upon the appliance and system type. No work should be carried out that is at odds with the manufacturer's recommendations or specification.

All works will include but not be confined to the cleaning, lubrication and adjustment of the items specified. The renewal, replacement, or carrying out of any remedial work or action to any part or controls is to be carried out in accord with to the requirements of the contract.

- 2.4.1 Check all types of manual and automatic appliance controls and valves including but not specific to programmable thermostats, thermostats, time switches, clocks programmers, gas valves, safety devices, zone valves, flow share valves, energy management controls and pumps.
- 2.4.2 Check all visible electrical wiring within the system, from the point of connection to the ring main circuit and replace of burnt or heat affected wiring anywhere within system.
- 2.4.3 Check all radiators to the property and communal areas including the checking of the radiator valves and all visible pipework for signs of leakage damage or wear. Clean out any dust and debris from any low surface temperature or other radiator with a cover.
- 2.4.4 Check any expansion tank, including water level, ball valve, warning pipes, and feed and expansion pipework, and topping up of system. For unvented systems, check pressure (topping up if necessary), termination of discharge pipe, expansion vessel, and filling point. All filling loops must be disconnected, and the inlet and outlet pipes must be capped. See Section 3 for further details in respect of unvented hot water systems.
- 2.4.5 Check any cold-water storage tank, including lid condition and type, ball valve, warning pipes, and feed and expansion pipework and ensure the stillage/structure upon which it is installed is sound and correct. Refit and reposition lid as necessary. Record and advise the Employer Representative if incorrect.
- 2.4.6 Check all calorifiers / cylinders externally for signs of leakage or deterioration and adjust thermostat to 60°C. Internal checks are to be undertaken including a blowdown descale using a borescope and photographic evidence is to be supplied to the Employer.
- 2.4.7 Check operation of any immersion heater fitted, check immersion over-heat and thermostat and adjust to achieve thermal disinfection. Record and advise the Employer Representative if immersion thermostat is not installed. Check fuse rating and replace if required
- 2.4.8 Check any scale reducer fitted and if necessary, fill/ top-up contents
- 2.4.9 Check and carry out service operations in line with manufacturer's instructions on any system filters fitted to the installation. Total systems to be descaled and de-sludge as necessary. Clarification if system water health check is required annually.

The Contractor shall carry out descaling and desludging processes in accordance with BS 7593 Code of Treatment of Water in Domestic Hot Water Heating Systems. 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 or other times as necessary. Allowance shall be made for the use of proprietary solutions for flushing and cleaning. Inhibitor levels in all types of system must be maintained and must be topped up as necessary

- 2.4.10 Check all warm air grilles, registers, return air vents and ducting.
- 2.4.11 The Contractor shall at each annual visit record the condition of the boiler and installation and assess and record it's remaining useful life together with an indication of when replacement should ideally be undertaken.
- 2.4.12 The Contractor shall record on the service record if any smoke or CO detector is installed and if so what type and how it is powered and carry out such tests as necessary to determine that the detector is functioning correctly.
- 2.4.13 The Contractor shall make and record an assessment of any risk associated with any appliance associated system or ancillary control or component and whether adequate CO detectors are installed. The definition of adequate CO detectors is to be confirmed however unless advised otherwise this will be adjacent to any gas appliance or other fossil fuel burning appliance and within each room through which any extended flue passes.

Where it is deemed that there is a risk then CO detectors shall be installed to negate the risk. However, there is a possibility that legislation may require such to be installed, that being the case or where Employer policy requires, a process will be agreed with the Contractor to install them at the time of the annual visit.

2.5 COMMISSIONING

Following completion of the servicing works the appliance and or system is to be commissioned in accordance with the following requirements:

- 2.5.1 Restore gas supply from the primary meter to appliances, undertake a tightness test and issue a Gas Testing and Purging Form (CP16) (domestic CP12). Check all disturbed joints with an appropriate and approved form of leak detection fluid and rectify any leaks. Confirm gas pressure is correct, if it is not the Contractor is to report this to the gas supplier and ensure that this is corrected.

- 2.5.2 Restore water supply, checking all disturbed joints for signs of water leakage. Sealed systems to be filled to correct pressure.
- 2.5.3 Purge air from system and radiators if necessary.
- 2.5.4 Restore mains electrical supplies and ensure that earth connections are correct, and the fuse is of the correct rating, replace if necessary.
- 2.5.5 Reset all controls as required.
- 2.5.6 Relight appliances, check and reset ignition devices, location of thermocouples, pilot jets and electrodes.
- 2.5.7 Check and adjust where necessary all pilots and burners for correct gas rate, aeration and flame picture.
- 2.5.8 Carry out a thorough test of all flues, including both smoke and spillage tests and ensure that the flue is operating correctly and efficiently.
- 2.5.9 Carry out a flue gas analysis and record the results on the service record.
- 2.5.10 Reset all manual and automatic controls and ensure hot water is in operation.
- 2.5.11 Check operation of all pumps and ancillary controls
- 2.5.12 Ensure the appliances are stable and level
- 2.5.13 Clean the appliances and remove all previous labels
- 2.5.14 Attach a new label to the appliance, and/or flue and closure plate as specified.
- 2.5.15 Reset any boiler cut off device fitted or activated service interval programmer.
- 2.5.16 Complete the gas safety inspection as per item 2.6.
- 2.5.17 Clear site and leave clean.
- 2.5.18 Complete all specified paperwork.

2.6 GAS SAFETY INSPECTIONS

Carry out a full Gas Safety Inspection to comply with Regulations 35 and 36 of the Gas Safety (Installation and Use) Regulations 1998 and any amendments as promulgated and issue a certificate upon completion.

All fitted appliances including those that are known to be residents own should be inspected and should be recorded to include details and results such as the Make, Model, Location, Flue Type, Ventilation, Landlord's Appliance, Operating Pressure, Correctness of Safety Device, Flue flow test, Spillage test and indicate safe to use or N/A.

Where there is found to be a gas supply entering a property with no meter or supply attached then this fact shall be recorded on the LGSR, the incoming supply shall be capped if not already done, and where possible an air test made of any internal gas supplies. Any open ends found shall be capped.

Inspection and testing is to be carried out to:

- Internal gas supplies
- The gas meter, checking and recording items such as the gas pressure, bonding arrangements, labelling and the operation of the emergency control
- All fitted gas appliances including residents own
- All fitted gas appliance flues and terminals including any flue and or terminal utilised by a resident's own gas appliance
- Ventilation arrangements for all appliances including residents own.

Upon satisfactory completion of the appropriate checks and tests a Landlords Gas Safety Certificate shall be completed. All must be entirely completed and where items of remedial work are identified with an appliance this must be shown for the correct appliance number. The certificate must be signed, and any warning notices issued with copies provided to the Employer representative.

2.7 SERVICE LABELS

On completion of each service and inspection the Contractor must place an adhesive label as specified below on the appliance, flue and any closure plate stating the following:

- The company name and telephone number.
- Date of Service
- Name of person who carried out service
- Signature and initials

The label is to be suitable for attaching to an appliance and should be fixed in a position inside the casing or bottom tray as applicable. It should be prominent enough for an authorised person to find it but not such as to create an eyesore for the resident. Any difficulties should be resolved with the Employer Representative.

Flue systems in the roof space or ducting must have an adhesive label attached stating that the flue including all joints and termination has been inspected.

Any water storage tanks shall equally have a label attached confirming that they have been inspected. In the case of a gas fire the service label must be attached to the inside of the closure plate at least 150mm from the flue spigot and air relief hole.

2.8 APPROVED PRODUCTS

All rates are to reflect the usage of the products specified. Alternatives will be considered provided such requests for approval are placed in writing to the Employer Representative together with supporting reasoning. Requests will be granted based on any benefits attained.

Communal Systems

Boilers (Wall/ cascade)	Remeha Quinta Pro-equal and approved
Boilers Floor	Remeha-equal and approved
Pumps	Grundfos-equal and approved
Booster Sets	Grundfos-equal and approved
PHEX	Any gasketed
HIU	SAV (Danfoss)-equal and approved
Calorifier	Remeha Commercial Range-equal and approved
PU Set	Pressmain-equal and approved
Dirt/ Air separator	Spirovent-equal and approved
Magnetic Filter	Adey Magnaclean-equal and approved
Water Treatment	Adey- or as per manufacturer requirement
Insulation Covering	Isogenopac

Domestic Systems

Boilers	WORCESTER or similar/APPROVED
Pumps	Grundfos or similar/APPROVED
Radiators	Stelrad or similar/APPROVED
Thermostatic & Radiator valves	Danfoss or similar/APPROVED
Cylinders	IMI or Albion
Inhibitor	Adey
Controls	Danfoss, Honeywell, Ideal or similar/APPROVED
Motorised valves	Honeywell, Danfoss or similar/APPROVED
Filtration	Adey Magnaclean Professional or similar/APPROVED

SECTION 3 - COMMUNAL HEATING RENEWABLE TECHNOLOGIES AND ANCILLARY APPLIANCES

This section is relevant to some appliances or items of plant or equipment found on site, particularly where a centrally located domestic boiler supplies multiple apartments or rooms in which case the requirements herein will apply to domestic and communal heating systems.

3.1 GENERAL

- 3.1.1 This section of the specification is to be read in conjunction with the requirements and processes contained within **Section 1 and 2**. The detail contained therein that is not specifically related to works to a gas supply or gas appliance which shall equally apply where relevant and necessary to complete works required under this Section. This shall include all servicing and testing of smoke or CO detectors to the standard defined within this Section.
- 3.1.2 The processes and the practices and procedures outlined are to encompass works required to service and check all domestic non gas fired appliances all renewable technology appliances and systems any associated systems, ancillary appliances and any un-vented hot water storage vessels contained therein, together with any connection and interaction with other appliances and systems covered under this contract and will detail where appropriate if a requirement applies purely to a particular type of appliance and/or system.
- 3.1.3 The general described works will comprise an annual comprehensive service of every appliance, system or ancillary appliance that is found in an boiler house or individual property to the respective manufacturer's specification and the further requirements of this specification at all the properties scheduled which may vary from time to time. The rates for completion of works under this section cover all aspects of the servicing work for all current and future properties covered by this contract.
- 3.1.4 The actual works completed should be such that they will include for all maintenance necessary for the efficient operation of Employers owned appliances, associated systems and all the component parts thereof installed in each property.

Where there is a gas safety inspection liability in a property the works are intended to culminate in the issue of a Landlord's Gas Safety Certificate (LGSR) and where service work is completed a "Service Report" for each appliance. Where there is no gas safety inspection liability an approved method of recording this will be agreed but as a minimum this will be recorded on any service record.

3.1.5 The Contractor's Schedule of Rates includes the provision and replacement of but not limited to; all sundries, fluids, parts, materials, appliances, controls, replacing incorrectly rated fuses and labour necessary to maintain an appliance or system in good working order until the next visit unless specifically excluded from the works. As such the only items of work that will be paid for outside the comprehensive element of the contract are defined within "Additional Works" as further appended. All parts, component parts or other products are to be changed on a like for like basis.

3.1.6 All sundry items and their replacement together with lubricants, sealants, seals, batteries, O-rings, washers, belts and water conditioning fluid and inhibitors etc are to be included within the cost of this work.

3.2 PRELIMINARY WORKS

Refer to the requirements of **Section 1 and 2.**

3.3 SMOKE/HEAT DETECTORS

The presence of smoke/heat detectors in all properties visited and their location is to be recorded. In addition, it shall be recorded whether such are battery or mains operated and if known when replacement is due.

If detectors are found to be present, then the Contractor shall:

- a) Test operation of all smoke/heat detectors. If found to be faulty replace and report to Employer. Testing must never be carried out with a live flame and must be carried out with a proprietary type of synthetic smoke designed for this purpose.
- b) Clean and service in accord with the manufacturer's instructions, isolate mains detectors from power supply and check battery operation.
- c) Replace all batteries irrespective of whether they require replacement.
- d) Carry out final operational test checking to ensure that any interlinking is fully functional.

3.4 CARBON MONOXIDE DETECTORS

The presence of carbon monoxide detectors in all properties visited and their location is to be recorded. In addition, it shall be recorded whether such are battery or mains operated and if known when replacement is due.

If a detector is found to be present, then the Contractor shall:

- a) Test operation of all CO detectors. If found to be faulty replace and report to Employer.
- b) Clean and service in accord with the manufacturer's instructions, isolate mains detectors from power supply and check any battery operation.
- c) Replace all batteries irrespective of whether they require replacement.
- d) Record installation date if known and when sensor is out of date.
- e) Carry out final operational test checking to ensure that any interlinking is fully functional.

3.5 UNVENTED HOT WATER CYLINDERS

Where an unvented hot water storage vessel is installed in addition to any specific requirements of the manufacturer it is to have the following works completed.

- a) A check of the operation of all safety devices and rectification of any faults.
- b) An inspection the sacrificial anode and any replacement of same.
- c) Any works specified by the manufacturer as being required to be undertaken on an annual basis.
- d) Check termination and route of discharge pipe.
- e) A check to ensure the system is installed in accord with the relevant regulations.

Note: Such works can only be carried out by persons who have current qualifications to work on unvented hot water vessels.

3.6 SOLAR THERMAL

Where solar panels are installed and in addition to any specific requirements of the manufacturer, they are to have the following works completed.

- 3.6.1 Check the frost protection of the solar fluid using a proprietary solar fluid tester. Rectify any issues.
- 3.6.2 Check the pH value of the solar fluid is >7.5. Rectify any issues.
- 3.6.3 Check the system and expansion vessel pressures and recharge as necessary.

- 3.6.4 Check the solar pump function, return flow preventer, circulating volume, volume of blow-off liquid, and hot water mixer thermostat. Rectify any issues.
- 3.6.5 Refill with solar fluid if necessary and bleed system.
- 3.6.6 Visually inspect collector, collector fastenings, collector fixings, brackets, pipe insulation ensure all are clean, sound and stable.
- 3.6.7 Check heating deactivation temperature, pressure relief valves, temperature relief valves, connections. Rectify any leaks or issues.
- 3.6.8 Refit any removed component parts.
- 3.6.9 Check system operation.
- 3.6.10 Check to ensure the system is installed in accord with regulations and manufacturer's instructions.

3.7 CHP UNITS

All gas and associated flue checking aspects of the servicing of any CHP unit will be carried out in accordance with the requirement of **Section 2** and any specific instructions of the CHP unit manufacturer. In addition to those requirements the following will also need to check the following:

- 3.7.1 Check and clean any engine ignition and flame sensing electrodes, equipment or controls. Rectify any issues.
- 3.7.2 Check and clean any supplementary burner, heat exchanger, ignition and flame sensing electrodes. Rectify any issues.
- 3.7.3 Check and clean any fans, venturis, air flow straighteners, spool valve and spool valve motors. Rectify any issues.
- 3.7.4 Check overheat thermostats, water flow switches, central heating flow and return temperature sensors. Rectify any issues.
- 3.7.5 Check all PCB's, EMC mains filters, overcurrent switch and condensate traps
- 3.7.6 Refit any removed component parts.
- 3.7.7 Check system operation.
- 3.7.8 Check to ensure the system is installed in accordance with the relevant regulations and manufacturer's instructions.

3.8 HEAT INTERFACE UNITS

Where Heat Interface Units are installed and in addition to any specific requirements of the manufacturer, they are to have the following works completed.

- 3.8.1 Manually check the operation of primary flow and return isolation valves.
- 3.8.2 Check and record operation of all safety controls and rectify and faults
- 3.8.3 Refit any removed component parts.
- 3.8.4 Remove, Clean and refit the domestic hot water exchanger, test and record flow rate and temperature difference at inlet and outlet.
- 3.8.5 As above for domestic heat exchanger if fitted
- 3.8.6 Remove, clean and refit the primary heating inlet filter
- 3.8.7 Check system operation.
- 3.8.8 Check to ensure the system is installed in accordance with the relevant regulations and manufacturer's instructions.
- 3.8.9 Check inhibitor levels of secondary heating

3.9 GROUND SOURCE HEAT PUMPS

Where a ground source heat pump is installed all maintenance shall be carried out in accordance with the respective manufacturer's instructions. There is little actual maintenance required however for any appliance containing more than 6kg of fluorinated greenhouse gas the system must be leak tested by qualified persons on each annual visit.

In addition, the following shall also be undertaken:

- 3.9.1 Manually check the operation of all safety groups and circuits and rectify any faults.
- 3.9.2 Clean and check dirt filters in any brine circuits, pressurise brine and heating circuits as necessary.
- 3.9.3 Clean and check dirt filters in any water circuits, pressurise water and heating circuits as necessary.
- 3.9.4 Refit any removed component parts.
- 3.9.5 Check system operation.
- 3.9.6 Check to ensure the system is installed in accord with regulations and manufacturer's instructions.

3.10 AIR SOURCE HEAT PUMPS

Where an air source heat pump is installed all maintenance shall be carried out in accordance with the respective manufacturer's instructions. There is little actual maintenance specified however the following shall be undertaken:

- 3.10.1 Manually check the operation of all safety controls and rectify any faults.
- 3.10.2 Clean and check air filters remove debris as necessary.
- 3.10.3 Clear obstructions and debris away from compressor units.
- 3.10.4 Check any condense water pipe.
- 3.10.5 Refit any removed component parts.
- 3.10.6 Check system operation.
- 3.10.7 Check to ensure the system is installed in accord with regulations and manufacturer's instructions

3.11 NIBE TYPE EXHAUST AIR HEAT PUMPS AND ELECTRIC BOILER

Where a NIBE type exhaust air heat pump and electric boiler is installed all maintenance shall be carried out in accordance with the respective manufacturer's instructions. There is little actual maintenance specified however the following shall be undertaken:

- 3.11.1 Manually check the operation of all safety controls and rectify any faults.
- 3.11.2 Clean and check air filters remove debris as necessary, this needs to be undertaken 4 or 5 times per annum or as manufacturers requirements and the user is to be instructed on this process. Reinstate in reverse order.
- 3.11.3 Replace air filters if necessary.
- 3.11.4 Clean all buildings ventilation devices. These must be done separately, and a note must be made of the settings and they should be reinstated as to the original setting.
- 3.11.5 Check all safety valves separately, refill system as necessary to correct pressure.
- 3.11.6 Check extract air temperature rectify in accord with manufacturers advice.
- 3.11.7 Check fan, clean as necessary.
- 3.11.8 Refit any removed component parts.
- 3.11.9 Check system operation.

3.11.10 Check to ensure the system is installed in accord with regulations and manufacturer's instructions.

3.12 MECHANICAL VENTILATION WITH HEAT RECOVERY (MVHR)

Where an MVHR type product is installed all maintenance shall be carried out in accordance with the respective manufacturer's instructions.

3.12.1 Manually check the operation of all safety controls and rectify any faults.

3.12.2 Clean and check air filters remove debris as necessary. Reinstate in reverse order.

3.12.3 Replace air filters if necessary

3.12.4 Check and clean all fans, motors and impellers.

3.12.5 Clean and check heat exchanger and heat exchanger core

3.12.6 Check and clean any condense water pipe and condense tray.

3.12.7 Refit any removed component parts.

3.12.8 Check system operation.

3.12.9 Check to ensure the system is installed in accord with regulations and manufacturer's instructions.

3.13 BIOMASS BOILERS

In addition to the appliance and system servicing described within **Appendix 2** the following also applies to any biomass appliances and system that utilises carbon neutral fuels such as wood, wood pellets or logs:

3.13.1 Carry out a thorough clean and checking of the chimney and flue system

3.13.2 Check appliance ventilation requirements and correct as necessary.

3.13.3 Clean and clear fuel and feed hopper.

3.13.4 Check and clean fuel release mechanism and activation.

3.13.5 Check and clean any modulation fan for combustion air delivery.

3.13.6 Refit any removed component parts

3.13.7 Check system operation

3.13.8 Check to ensure the system is installed in accord with the relevant regulations and manufacturer's instructions.

3.14 LPG APPLIANCES AND SYSTEMS

In addition to the appliance and system servicing described within **Appendix 2** the following also applies to LPG appliances and systems:

- 3.14.1 If cylinders are used as the fuel store then check hose condition and age, if the 5-year life cycle has expired or will expire in the coming 12 months then replace hoses.
- 3.14.2 If cylinders are used as the fuel store, check condition of changeover valve and replace as necessary.
- 3.14.3 If cylinders are used as the fuel store, check distance from property and drains is greater than 4m.
- 3.14.4 If a bulk tank is used for the fuel store, check second stage regulator condition and replace as necessary.
- 3.14.5 Carry out tightness test from second stage regulator onwards or to whole supply as appropriate.
- 3.14.6 The cylinder or storage vessel location shall have an 'Emergency action notice for users of LPG' located close by to the installation in a prominent position. If this is not present or of weather protective material, then such shall be supplied and fitted.
- 3.14.7 Tightness testing to the complete system shall be carried out to include the high-pressure stage, low pressure stage and any intermediate pressure stage using the methods given in BS 5482-3 Code of Practice for Domestic Butane and Propane Gas Burning Installations.

3.15 OIL FIRED APPLIANCE AND SYSTEM ADDITIONAL REQUIREMENTS

In addition to the appliance and system servicing described within **Appendix 2** the following also applies to oil fired appliances and systems:

- 3.15.1 Drain sludge from oil tank and clean supply line filters to ensure supply is clear.
- 3.15.2 Check oil tank and supply for signs of leakage and complete and issue an OFTEC T1/133D oil storage tank spillage and fire risk assessment form.
- 3.15.3 Repair leaks on oil supply lines, seek advice from the Employer Representative in respect of leaks to oil storage tank.
- 3.15.4 Check the tank, the tank base for correct installation and that it is outside the minimum allowable distance from boundaries and buildings
- 3.15.5 Check appliance ventilation requirements and correct as necessary.

- 3.15.6 Replace burner nozzles on each service visit.
- 3.15.7 Complete an OFTEC CD/11 report, one copy to be left at or sent to the property and another to be forwarded to the Employer representative.

3.16 BOOSTED WATER SITES

All boosted water pumps, pump sets including buffer vessels and controls must be serviced in line with manufacturers requirements the following also applies to all boosted water sites

- 3.16.1 Check all pump sets for correct operation and pressure on both major and minor service visits
- 3.16.2 Check and test all buffer vessels for correct operation and repair as required
- 3.16.3 Check correct operation of all high/low water controls adjust repair/replace as required
- 3.16.4 Check correct operation of all automatic valves controlling volume and pressure, repair or replace as required
- 3.16.5 Check operation of suction and discharge pressure gauges repair replace as required

SECTION 4 - COMMUNAL HEATING RESPONSIVE REPAIR

Note: Appliance and System repairs are inclusive of the contract scope and only repairs above the value of £500.00 or out of specification scope are additional to contract. All works associated to be out of scope, addition to contract will be charged in accordance with the following:

- Net Labour Rate (x hours essential to undertake works) + Materials Cost + Prime Cost Uplift %
- All repair costings are to be defined with a clear and detailed repair description, together with photographic evidence and be submitted to the Employer Representative for final approval. The Employer Representative will, if deemed appropriate, undertake an onsite validation audit and also reserves the right to decline the repair and/or will seek additional cost appraisals from alternative Contractors should an opportunity to achieve a greater value for money be identified.
- On the basis that breakdown and repair works are authorised, the following section outlines the key principles and defines how this work is to be undertaken.

Note The first £500 of any repair costs will be deducted from any order value and only payment above £500 will be paid after deduction

4.1 GENERAL

The Contractor shall provide a 24-hour a day, year-round, breakdown service for the period of the Contract to allow for repairing any breakdown or malfunction of any appliance, component part, system or system part on any appliance or system included in the property and asset register supplied or as may be added to the property and asset register or as directed by the Employers Representative.

The breakdown service shall be on a fully inclusive basis to include the provision of all parts, materials, appliances, controls, and labour necessary to maintain an appliance and/or system in good working order unless specifically excluded from the works. It shall also include any processes or procedures detailed elsewhere within this **Appendix 2 - Section 1 and 2** that are pertinent to the repair or rectification of any appliance or system as required by this contract.

Only products specified within this **Appendix 2 - Section 2 Clause 2.8** shall be utilised unless there is no preferred product specified in which case replacements will be made on a like for like basis.

The rates for completion of works under this section are intended to cover all repair work for each Employer owned appliance and/or system found within individual properties.

4.2 DETAIL

On receipt of a telephone call, email, or similar to rectify a problem the Contractor shall: -

4.2.1 At any time of the day or night, respond to all calls within the time scales stated in the following:

Emergency/Vital - responded within 4 hours, complete within 24 hours

Urgent - complete within 7 calendar days

Routine - completed within 14 calendar days

Emergency: Any repair required to fix any defect that puts the health, safety or security of a Resident or third party at immediate risk or that affects the structure of the building. For example - uncontrollable water leak, report of fumes, leaking oil tank or pipework, repair request from a sheltered scheme or communal heating site, repair request from a vulnerable tenant. Complete within 4 hours of initial request.

Vital: Repairs to remedy a defect that does not cause immediate risk to the health, safety or security of a Resident or third party and although, therefore not an emergency, still needs to be carried out quickly to ensure that the risk does not increase. For example - leaking from water or heating pipe, tank or cistern, total or partial loss of gas supply, blocked flue to open fire or boiler, total or partial loss of space or water heating between 31st October and 1st May. Complete within 1 day of initial request.

Urgent: Repairs carried out to remedy a defect that can be deferred without causing, inconvenience or nuisance to the Resident, a third party or the long-term deterioration of the building. For example - total or partial loss of space or water heating between 30th April and 1st November. Complete within 3 days of initial request.

Routine: All follow-on work, identified from any repairs call. For example - adjust timeclocks or programmers, balance systems. Complete within 7 days of initial request.

The decision as to the classification of call and response necessary may be made by the Contractor's personnel who receive the notification unless a specific request is made by either the Employer or the Employer Representative to respond within the specified time scale.

- 4.2.2 Every engineer shall be equipped with a stock of spare parts to deal with most eventualities on the first visit such that 100% of the reported repairs are diagnosed and fixed right first time. This requirement is irrespective of whether parts or other items are required to complete a repair.

The stock of parts to be carried will ultimately depend upon the appliances and systems found in the Employers properties and the Contractor will make proposals as to what should be carried to meet this requirement. To facilitate this, asset information will be supplied however this cannot be warranted in respect of its accuracy and it is supplied to be indicative of the appliances and systems that are likely to be encountered.

Note: For the avoidance of any doubt the definition of "right first time" is that a repair is completed on the first visit or same day, without having to recall to fit any further part or parts and that there is no recall to the same problem within 28 days of the original repair.

However, it is recognised that the practicalities associated with the delivery of this expectation to non-domestic properties will in most instances preclude this from happening. The ethos of this requirement is therefore to be followed and works must therefore be completed at the earliest opportunity.

- 4.2.3 The Contractor will demonstrate that they have a robust parts procurement and operate via a means of "impress spares stock" process such that down time is minimised if it is not possible to meet the 100% fixed right first time requirement. The Contractor must make provision to ensure that where parts are not carried by the engineer, any parts needed on site are available to be fitted at the earliest opportunity. In any event this will ordinarily be within 48 hours of the initial response.
- 4.2.4 The Contractor shall ensure that if it is not possible to rectify a problem on the first visit the resident must be advised by the engineer when it is likely that the repair will be completed.

Appendix 2 - Commercial Servicing, Responsive Repair and Safety Inspections

- 4.2.5 The Contractor must also advise the Employer Representative on each and every occasion that a repair is not possible first time, where a resident or occupier is going to be deprived of heating and/or hot water for any period in excess of 24 hours and when the work should be completed. The method and means of such notification is to be determined however it is likely that this may be on an as and when basis or at the end of each normal working day by telephone and or email.
- 4.2.6 Whenever a heating failure occurs, and repair is not possible as detailed in 5.2.5 above, temporary heating will be supplied. There are no seasonal parameters for this as there may be circumstances that require such provision at times outside of the normal heating season.
- This will take the form of the provision of a minimum of two 1.5 kw electric fan heaters to each property, including the delivery, collection and full instruction to the resident, subject to a maximum of temporary heater equivalent to the requirement as set out in this document for achieving design temperatures, based upon a minus 3 deg outside air temp.
- All temporary heating appliances shall be new and supplied at no cost to the Employer. In addition, they shall each be supplied with some form of earth protection device. Where temporary heating is offered and declined this shall be recorded.
- 4.2.7 The Contractor shall not remove any temporary heating from site until the fault has been rectified or it is with the to the Employer Representative's express permission.
- 4.2.8 Where it is not possible to rectify a fault to a hot water system or water heating appliance supplying a hot water storage vessel, the Contractor must allow for the provision and installation of a correctly sized immersion within 24 hours if not already fitted. This shall include wiring to a suitable adjacent electrical point but will not include new wiring from the consumer unit.
- 4.2.9 In the event of rectification of a fault not being considered possible, the Contractor shall immediately notify the Employer Representative giving the reasons for this and their proposals as to what will be necessary to complete the work.
- 4.2.10 Where there are technical issues preventing the completion of a repair there shall be a visible escalation process put in place such that the problem will be escalated from engineer to technician, to manufacturer. This process will be proposed by the Contractor and in any event all visits involving the Contractor's own staff will be completed within 24 hours of the repair having been reported.

Appendix 2 - Commercial Servicing, Responsive Repair and Safety Inspections

- 4.2.11 Where there is cost associated with such proposal this must be indicated upon notification. If the Contractor deems that an exchange of the boiler or other major appliance is necessary, this shall not in the first instance be communicated to the resident until authority to proceed has been granted and such authority will be granted in line with **item 3.3** as follows.
- 4.2.12 The residents, scheme staff are to be kept informed of the situation as changes occur, advising of any delays in supply or provision of parts or any other issue affecting the satisfactory completion of a repair.
- 4.2.13 Upon completion of a repair, a satisfaction card may need to be left with each resident, any repair work document is to be duly completed and a copy of such is to be sent to the Employer Representative if required. This may all be recorded on a PDA type device.
- 4.2.14 In addition to the requirements detailed previously the Contractor shall incorporate the following within the repair service:
- a) Re-fixing of radiators, including those where insufficient fixings exist and repair, plastering walls ready for decorative finish.
 - b) Advice in respect of water leaks where the Contractor has been called erroneously to investigate a water leak on pipework not covered within this specification.
 - c) Resetting of programmers, thermostats and other controls
 - d) Re-lighting pilot lights for any reason.
 - e) Restoring gas and electric supplies if turned off for any reason except for non-payment for supply by the resident or where to restore supply would be dangerous.
 - f) Managing any gas pressure issues with the incoming supply and liaising with the gas supplier.
 - g) Making safe any danger or risk associated with water leakage or other potential issues.

4.3 BOILER AND SYSTEM REPLACEMENTS

- 4.3.1 If the Contractor considers that parts required to repair a boiler or system are no longer available, the Employers Representative shall be informed immediately. The Contractor will need to demonstrate this to the Employer Representative and shall do so by supplying the Employer Representative with confirmation by the respective manufacturers or parts supplier that the part or parts in question are indeed obsolete.

- 4.3.2 If, however the Contractor recommends that an appliance be replaced because it is beyond economic repair or needs to be replaced for some other reason the Employer Representative must be made aware of the reasons for such a recommendation. The Employer Representative will decide whether this is the appropriate action or whether the repair should be completed. The Contractor will abide by any decision and any repairs must be completed within the specified timescales.

4.4 CONTROL REPLACEMENTS

- 4.4.1 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. Furthermore, should this replacement control necessitate the exchange of other controls, which are not obsolete then equally the costs of so doing are to be allowed for within the repair and service rates.
- 4.4.2 Any replacement control works are to include adaptations to pipework, ducting and electrical wiring in order that the new control/s comply with regulations, manufacturer's instructions.

4.5 PIPEWORK WITHIN THE BUILDING FABRIC, FLOORS OR DUCTS

Any repairs or replacements to pipework contained in the building fabric, duct or floors or similar areas is covered within the scope of the contract works. As such any reinstatement to original condition upon completion of an investigation to determine the cause of a problem or rectification of a problem is also covered within this contract. Equally, where any pipework requiring repair or replacement is running or to be run through kitchen units, bath panels or similar then due allowance must be made for removal and reinstatement to original condition. Where regulations do not permit, or the Contractor offers an alternative solution to a problem, this must be authorised by the Employer representative.



Commercial Heating Contract Technical Specification

Appendix 3 Additional Works Specification

Phoenix Compliancy Management
4 Waterside Court
Galleon Boulevard
Crossways Business Park
Dartford Kent
DA2 6NX

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SECTION 1 – ADDITIONAL WORKS SPECIFICATION

1.1 SPECIFICATION

When authorised by the Employer's Representative the Contractor will be required to undertake additional works as detailed in this Schedule or carry out other similar works.

The items in this section are to be priced individually in the relevant part of the Contractor's Schedule of Rates and utilise approved products as detailed within this document.

The Contractor may also be requested to submit a quotation for work not covered by this schedule as requested by the Employer or Employer's Representative. In such instances, the Employer may seek further competitive quotations from other contractors and may if advantageous have the work completed by the alternative Contractor. Furthermore, the Employer may challenge any such costs and with the Contractor will be expected to provide details including (but not limited too), material, labour, overheads, relevant invoices and any other associated costs.

The Contractor must make labour available for this work as necessary and requests to carry out work in this section will not jeopardise the servicing programme or breakdown provision.

1.2 GENERAL CONDITIONS

- 1.2.3 Where types of appliances and components have been specified and these are superseded or where at the request of the Employer's Representative these appliances and components are changed, new schedule of rate costs will be submitted for agreement which, upon approval, will then apply for the remainder of that the contract term, or until any schedule of rate increase, or decrease, is applied.
- 1.2.4 Where the Employer's Representative requests a quotation for any works, the Contractor is to submit this by email within 2 working days, in an agreed format and content.
- 1.2.5 Upon verbal acceptance of a quotation, or where instruction is given to carry out work already priced in this section, the contractor is to complete the works within the timescale/priority assigned, refer to **Appendix 2**.
- 1.2.6 However, if the works are to be undertaken in a void property, the works are to be completed within 3 working days of notification.

- 1.2.7 Appliance or component replacement may be carried out by alternative Contractors where other arrangements exist for this work, or if the Employer wishes the works to be completed by others.
- 1.2.8 Work that will require building regulations approval is to culminate in the provision and issue of the ensuing certificate to the Employer at no further cost to the Employer

1.3 BOILER REPLACEMENT (BREAKDOWNS)

When instructed by the Employer or Employer Representative to replace a domestic boiler due to a breakdown, it shall be in accordance with the specification contained within **Appendix 4** and priced using the relevant codes.

1.4 GAS SAFETY INSPECTION TO VOID PROPERTIES & MUTUAL EXCHANGES AND COMMISSIONING

The Contractor is to visit and complete gas safety inspections to void (empty) and mutual exchange properties within 24 hours of being notified and inspect and carry out a Gas Safety Inspection as detailed in **Appendix 2**, together with a full central heating system inspection to ensure there are no defects and that any gas appliances or central heating systems are fully operational prior to the new tenancy starting.

- a) **If** any potential or apparent defects are found, then the Employer's Representative must be advised, and work put in hand for their rectification providing authorisation is granted.
- b) **If** the gas and electric supplies are not available to carry out the entire check, then a visual inspection must be made of any appliance and central heating system and with an air test carried out to the gas outlet supply.

Untested gas appliances must be recorded as such on the landlord's gas safety certificate and they must be labelled and disabled to stop any use. A note must be made on the landlord's gas safety certificate and on the label that the appliance or system needs to be tested. Revisit to carry out this further check is included within the Contractor's rate. The new resident is responsible for having gas and electric supplies restored.

Upon completion of the inspection the gas supply must be disconnected at the gas meter, a sealing disc on the ECV is acceptable.

The resident's copy of the landlord's gas safety certificate is to be posted to the resident and the landlord's copy of the certificate is to be provided to the relevant Employer's Representative after having passed through the approval and verification process detailed within **Appendix 2 Section 1**.

If there is to be any delay in completion of these works, the appropriate Employer's Representative must be notified immediately

The keys to void properties are to be collected and returned to the relevant Employer's office immediately on completion of the inspection.

1.5 COMMISSIONING VISITS

On occasions, it may be necessary to carry out commissioning only when the property is re-let and the original void safety inspection may have been carried out by others. In such instances, the incoming resident will be advised to contact the Contractor to arrange to have the gas supply reconnected and the installation and gas appliances commissioned. All such requests will be responded to within 24 hours; however, the Contractor will already have been notified to expect such a request.

The works on the commissioning visit will include (but not limited to)

- a) Reconnection of the gas supply.
- b) Testing and commissioning of all installed gas appliances.
- c) Instruction to the residents on the operation of all installed gas appliances.
- d) The issue of a new Landlords Gas Safety certificate in accordance with **Appendix 2**

GS-B-006 Carry out a reconnection and commissioning visit

1.6 REPLACEMENT AND UPDATING OF SYSTEM CONTROLS AND COMPONENTS

The following are to be priced as requested and are also to include for adaptations as necessary to pipework, wiring, and flues, and to comply with all relevant regulations, codes of practice, manufacturer's instructions, and all making good to plaster finish internally and to match existing externally included.

AW-001 Replace gas fire with radiator

AW-002 Increase size of radiator in room where gas fire removed to meet heat loss requirement

AW-003 Install new Range Supercal or Albion Supercyl adequately sized indirect/coil type HW Cylinder

AW-004 Install new Range Tribune or Albion Ultrasteel adequately sized un-vented indirect/coil type double feed HW cylinder

AW-005 Run up to 3 metres of correctly installed 15mm copper tubing either underfloor or surface mounted, to contain gas or water.

- AW-006** Run up to 3 metres of correctly installed 22mm copper tubing either underfloor or surface mounted, to contain gas or water.
- AW-007** Run up to 3 metres of correctly installed 28mm copper tubing either underfloor or surface mounted, to contain gas or water.
- AW-008** Run up to 10 meters of correctly installed 15mm Hep²O plastic tubing under floor and connect to copper tubing.
- AW-009** Run up to 10 meters of correctly installed 22mm Hep²O plastic tubing under floor and connect to copper tubing.
- AW-010** Trace and repair gas escape, where not covered by specification
- AW-011** Supply and fit immersion heater complete with overheat thermostat to existing hot water cylinder/tank and leave in good working order
- AW-012** Supply and fix correctly sized cable from electric consumer unit to immersion heater point
- AW-013** Supply and install high and low-level compartment ventilation suitable for the gas rating of the gas appliance
- AW-014** Disconnect gas appliance and cap point.
- AW-015** Install gas cooker and bayonet using a new 1 metre Butyl rubber tube with plug in adapter.
- AW-016** Install emergency control valve.
- AW-017** Replace or install both TRV and lockshield valve
- AW-018** Replace or install TRV
- AW-019** Replace or install lockshield valve
- AW-020** Carry out domestic central heating system power flush and install inhibitor to correct level and provide water test certificate from inhibitor manufacturer
- AW-021** Install lagging per meter
- AW-022** Install external condense pump
- AW-023** Supply Scaffold priced on a per lift basis, up to 3m wide

1.7 OUT OF NORMAL HOURS SERVICE AND INSPECTION VISITS

- AW-024** The Contractor will be expected to visit properties for completion of the annual service and Landlords Gas Safety check out of the normal appointment hours as detailed in **Appendix 1**.

1.8 SERVICE INTERVAL PROGRAMMERS

AW-025 Where access for the annual inspection and service has been referred to the Employer, the Contractor may be instructed by the Employer's Representative to install a service interval programmer. The rate to be submitted is to reflect the installation of this device together with the provision to all engineers employed on the contract of a resetting tool.

1.9 SMOKE/HEAT AND CO DETECTORS

The Contractor is to price for the installation or replacement of the following detectors, in accordance with current British Standards. The make and model to be agreed with the Employer

AW-026 Install mains powered CO Detector

AW-027 Install mains powered Smoke Detector

AW-028 Install battery powered CO Detector

AW-029 Install battery powered Smoke Detector

AW-030 Replace mains powered CO Detector

AW-031 Replace mains powered Smoke Detector

AW-032 Replace battery powered CO Detector

AW-033 Replace battery powered Smoke Detector

1.10 FLUES IN VOIDS

Carry out inspection to concealed flue throughout its length and remove inspection covers and inspect flue. Record any issues with either the flue or access to the flue. Ensure also that any such flue is installed with the appropriate gradient and adequate support. This item is only for buy-back or purchased properties not already on contract.

AW-034 Carry our out concealed flue inspection

AW-035 Supply and fit inspection cover to concealed flue

1.11 ADDITIONAL INFORMATION COLLECTION

In addition to the information required to be collected and recorded as a part of the annual servicing and safety inspection process, the Contractor may be required to collect further information at that time and record and supply to the Employer in a manner which will facilitate upload into Employer IT systems. This will ordinarily be in a spreadsheet, text or CSV file with the property reference number and information with that number.

It is not yet clear what information may be required to be collected, however

where not already collected this may include items such as loft insulation depth, any other property insulation, number and position of smoke detectors/alarms, number and position of co detectors/alarms number of radiators, location of any TMV, Risk Assessment of domestic CWS tank, details of immersion heater. The cost submitted for this work is to reflect the previous requirement and if ultimately any additional work survey requirement varies greatly then alternative rates may be agreed although the Contractor will ordinarily be expected to work within the rate quoted.

Are there any particular items of information that the Employer is aware of for recording in the near future

AW-036 Record additional information.

1.12 LOFT INSULATION/TANK LAGGING/PIPE-WORK INSULATION

Loft insulation should be 270mm in thickness. This is to be inspected during each annual service or safety inspection. The following are to enable this insulation to be upgraded where necessary. These prices are to include any additional ventilation for the loft area where required.

AW-037 Increase insulation by 50mm

AW-038 Increase insulation by 100mm

AW-039 Increase insulation by 150mm

AW-040 Increase insulation by 200mm

AW-041 S/fit lid and jacket to cold water tank

AW-042 S/fit lid and jacket to feed and expansion tank

AW-043 Insulate pipework in loft per meter



Commercial Heating Contract Technical Specification

Appendix 4 New Works Specification and Preambles

Phoenix Compliancy Management
4 Waterside Court

Galleon Boulevard Crossways
Business Park Dartford Kent

DA2 6NX

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SECTION 1 – DOMESTIC HEATING INSTALLATION SPECIFICATION

1.1 GENERAL CONDITIONS

This section shall apply to all subsequent sections herein and to all the Schedule of Rates as set out in the 'System A and B' specification and schedules.

This section of the specification is to cover the installation of a full new heating system or replacement boiler with possible system upgrade within the properties included in any installation programme or a deemed necessary on a reactive basis. The standard system rates are based upon inclusion of the items specified and the processes contained herein. These standard systems are to be installed in varying types and nature of properties as may currently exist in or be added to the Client's housing stock.

All domestic gas replacement/new appliance to have a benefit of the minimum 5-year manufacturer's warranty period. All manufacturer's warranties must be held and manufacturer's requirement for the warranties must be met.

For replacement boilers and any upgrade work a survey of the property and any existing system must be made to ascertain that any existing system meets the design criteria laid down in this section. Any part or whole of the system which is found to be falling short in this respect that will not be brought up to the standards required herein by the works to be carried out, must be referred to the Client's Representative for further guidance.

Every heating installation is to comply with the latest Domestic Heating Specification and Design Guide, all current relevant British Standards and Codes of Practice. All Domestic Hot Water supplies and general plumbing work connected with the installation will comply with the Local Water Authority By-laws. In addition, all appliances, systems and controls must be in accord with Building Regulations Part L.

Where a property has a floor area of more than 150m² this is to include for zoning and separate control of each heating zone although it should be noted that the floor area of the largest property likely to be included within this work is unlikely to exceed 150m².

The Building Regulations approval certificate is to be provided and issued to the Client.

Where existing back boilers are to be removed, the Contractor is to ensure that the lounge radiator is of the correct size to meet the design criteria for that space. The fireplace opening created by the removal of the fire and back boiler is to be bricked, vented and room ventilation removed and made good as required.

When a combination boiler is to be fitted in lieu of an existing open vented system allowance must be made for removal and making good of any cylinder, CWS and feed and expansion tanks and all associated pipework and overflows.

1.2 DIMENSIONS

The Contractor shall take their own working dimensions on the site as necessary and shall be responsible for the accuracy thereof. The Contractor should ensure that where resident's fittings and fixtures are to be temporarily removed, they can be re-fixed or alternative fixings provided.

1.3 SCHEDULE OF RATES

Each Heating Type A and, B

item in the Schedule of Rates is intended to represent the entire work content of the particular work element in respect of the subject of the Schedule of Rates item and the Contractor is deemed to have included in his Tender for all ancillary items not specifically referred to in the Schedule of Rates item/Specifications (heating type) but are necessary to achieve the particular fitting of or repair or work element of the Schedule of Rates subject and installation of Heating System type.

1.4 SCHEDULE OF RATES – GENERAL

The rates in the Schedule of Rates (SoR) include for:

1.4.1 General

- a) complying with all conditions of contract
- b) work being of a repairing and replacement nature
- c) internal and/or external work
- d) miscellaneous consumable items not specifically mentioned in the item's descriptions
- e) all necessary plugging & screwing to structure and making good all finishings ready for decoration
- f) the appropriate fixing and jointing of all materials
- g) all types of cutting and waste
- h) labour on materials
- i) provision of and working from ladders, trestles and the like up to 5m above ground externally and up to 3m above floor level internally
- j) setting out and marking positions as necessary prior to carrying out work

Appendix 4 – New Works

- k) making good finishes where disturbed ready for decoration
- l) allow making good.
- m) where replacements and making good is required they are to match the original quality and style
- n) cleaning, and tidying up, providing protection and removing protection
- o) payment of monies in connection with notices, fees and any other charges required by local or statutory authorities
- p) appropriate preparation work
- q) all necessary builder's work and making good
- r) removing and the re-fixing of resident's fittings
- s) testing after the works has been completed
- t) inspecting and reporting using agreed proformas
- u) the Contractor is to allow for all cutting away, lifting floor coverings and boards, forming holes and chases and all necessary making good, including any remedial work necessitated by those actions. Blanking plates will not be permitted

1.4.2 Electrical

- a) switching off current or isolating that section of the system and afterwards reinstating and leaving in working order
- b) contacting the Local Electricity Board if required checking operation of the system, replacement

1.4.3 parts etc Plumbing

- a) flushing out, venting and testing work on completion, rectifying all faults
- b) turning on and off cold, hot water supplies and venting inside houses
- c) turning off, draining down, turning on, filling and venting hot water systems

1.5 EXISTING EQUIPMENT GENERAL

Carefully drain down, disconnect and remove from site all redundant existing heating hot water equipment, in accordance with the HSE and Environment Agency requirements, except any item that is the residents' own property, without allowance or charge necessary for the proposed installation.

1.6 EXISTING EQUIPMENT DETAIL

The items detailed herein apply in general terms and are intended to be indicative of works that may be required dependent upon the extent of the new installation or any boiler replacement and associated system upgrade.

Remove and make good: -

- a) All types of solid fuel appliances.
- b) All types of electric heating and hot water appliances.
- c) All types of old gas heating & hot water appliances including warm air units and associated ducting, grilles, registers and vents.
- d) All types of fireplace surround however where possible hearths should be left in situ.
- e) Leave flue liner in place, brick up openings and fit louvre air brick to any now redundant chimney.
- f) Carefully remove any residents own gas appliances including fires, wall heaters, circulators and multipoint water heaters and return them to the resident.
- g) Any redundant pipework, flues, fitments, ducting, and controls etc.
- h) Any redundant wiring and fittings to be removed and isolated.
- i) Any redundant gas and/or water supplies to removed and isolated.

1.7 EXISTING CHIMNEYS

The Contractor is to be responsible for arranging and including in the tender price for the thorough sweeping of any existing chimneys if they are to be reused and to provide a NACS certificate to that effect.

1.8 ASBESTOS REGULATIONS

Contractors are to satisfy themselves that any existing asbestos-based insulation or equipment complies with the current requirements as detailed in the Asbestos Regulations. Any asbestos must be removed and disposed of by a licensed carrier to a licensed disposal site. Contractors will be provided with an asbestos register by the Client, but they will equally be expected have had some form of asbestos awareness training.

1.9 DESIGN REQUIREMENTS

All system design will be based upon the requirements detailed in the current Domestic Heating Specification and Design Guide and all relevant current British Standards and Codes of Practice including CheSS specification.

1.10 SITE VISIT

The Contractor is to visit each property and carry out a detailed survey to establish the nature of the installation to be undertaken. Any potential issues are to be identified during this visit and brought to the attention of the Client's Representative.

In addition, when undertaking the survey, the resident is to be made fully aware of and agree to where items such as the boiler, radiators and controls are to be sited and the extent of the works to be undertaken. All this information is to be recorded and details provided to the resident either at the point of the survey in which case their approval signature should be sought, or the record be sent within 48 hours of the visit. In any event there should be a "cooling off" period allowed, and a process described for a resident to change their mind. Should such occur, or agreement not be obtained then guidance should be sought from the Client's Representative.

For reactive boiler replacements, all surveys must be carried out same day as notification or the following morning.

1.11 DESIGN CONDITIONS

All systems are to be designed capable of providing the mean internal air temperature in the spaces described when the outside temperature is -3°C . The design must allow for the specified air change rate in each space with continuous heating, the boiler flow temperature being set at 82°C and the circulating pump running.

Space	Air Change Rate	Temperature Requirements, all Dwellings
Living Room	1.5	21
Kitchen	2	21
Dining Room	1.5	21
Hallway	2	21
Landing	2	21
WC	3	21
Bathroom	3	22
Bedrooms	1	21

1.12 CONDITIONS OF TEMPERATURE GUARANTEE

The temperature in any room or space will ordinarily be ascertained by a mercury glass thermometer suspended at a point 1.5m from the floor in the centre of the room or other area.

Appendix 4 – New Works

When the outside temperature is not less than -3°C the system is to be guaranteed to achieve the heating standards described in 1.11 previous, provided the following conditions are satisfied: -

- a) The internal volume of any space or other area served by one radiator must not exceed 42 cubic metres. In a space which exceeds 42 cubic metres in volume, more than one radiator will be required in order to obtain the heating standards referred to.
- b) The system must have been operated continuously for not less than 24 hours and must continue to operate fully with clock controller overridden and air temperature and hot water thermostatic controls correctly set, and the boiler flow temperatures at manufacturers factory setting.
- c) There must not be more than the specified air change per hour in any room or other area.

1.13 CONTINUITY OF SERVICES

The Contractor will leave the properties with all gas, electric, water and services in proper working order at the end of each working day. Under no circumstances shall residents be without the use of these services and facilities overnight.

Ensure that an alternative form of heating and hot water is supplied in line with the requirement of **Appendix 2** available for the occupier during the period of works.

1.14 ELDERLY, DISABLED AND VULNERABLE PERSONS UNITS

Special care and consideration must be given to all the above. Such will require on site consultation and agreement in both the way the work will proceed and the extent of the work that meets the specific needs of the occupier.

1.15 GAS, WATER AND ELECTRICAL SUPPLIES

Under no circumstances must work be started in any dwelling that is not fitted with all services and meters. Arranging for any gas, water and electrical meters to be fitted is the resident's responsibility and they should be notified of this before their dwellings are programmed. It is the responsibility of the Contractor to determine if there is a gas supply to the property. If there is not then reference must be made to the Client's Representative, this should be done at the time of the survey.

However, the Contractor after seeking the Client's Representative's approval will make his own arrangements to have the supply of gas put on to a property.

Appendix 4 – New Works

This will be paid for as an extra to the contract on an individual basis providing supporting documentation is submitted with invoice.

It is also the Contractor's responsibility to ensure that the gas, water and electric supplies are adequate to meet the requirements of the new installation. If there are any issues such as poor incoming gas or water pressure they are to liaise with the respective supplier for rectification and appraise the Client's Representative of same.

1.16 ELECTRICAL WORK

All electrical work must be carried out by a competent NICEIC registered electrician, who must issue current approved NICEIC test and completion certificates for each individual installation.

No installation will be accepted for payment unless such certificate is provided. Equally a note must be made on the certificate that all bonding has been completed in accordance with the current edition of the IEE Regulations and any promulgation thereof.

1.17 BREAKDOWN

The repair standards and requirements detailed within **Appendix 2** are to apply.

1.18 CONTRACTORS INFORMATION CARD

A card giving the name, address and telephone number of the Contractor to be placed in a plastic envelope and handed to the occupier. A separate self-adhesive label will be fixed to the appliance giving the above details and the location of the instructions and other documentation detailed in 1.19 as follows.

1.19 OPERATING AND USER INSTRUCTIONS

The Contractor will be responsible for ensuring that each resident fully understands the operating principles of the whole central heating system. Such instruction is to include advice in respect of the most energy efficient means of operating and controlling the system

Sufficient copies of the working instructions and manufacturer's leaflets of installed appliances and controls and a completed Benchmark Booklet are left in a sealed plastic envelope tied to the gas meter where this is installed internally, or other such location as may be specified. If no location is specified or the documents are not left at the meter they are to be handed to the resident for safe keeping.

1.20 LANDLORDS GAS SAFETY INSPECTION

On the day of completion of each installation the Contractor is to carry out a Landlord's Gas Safety Inspection. The certificate (CP12) must be provided with all other paperwork upon invoicing.

1.21 FLUSHING AND CLEANING OF NEW AND EXISTING SYSTEMS

All systems shall be thoroughly cleaned and flushed prior to commissioning. This shall as a minimum be carried out in accord with the requirements of BS7593 – “Code of Treatment of water in domestic hot water heating systems”. Further guidance in this respect may be sought from manufacturers such as Adey. If required flushing, cleaning, descaling and desludging is to be completed using a power flushing system. Upon completion, an approved system inhibitor shall be added, and a water test certificate provided by the inhibitor manufacturer.

1.22 COMPLETION CERTIFICATE AND COMMISSIONING

A person authorised by the Contractor shall visit each dwelling on the day of completion and issue a Completion Certificate confirming that the system has been fully installed, tested, commissioned and is working as specified and all parts of the specification have been complied with. On completion of new central heating or replacement boiler installations, the Contractor is to provide a new EPC to the employer. Supporting data must also be provided in Excel (or other as agreed) format in order to be uploaded into the Employers stock condition database. Issue of data must be monthly or as otherwise agreed .

1.23 INSTALLATION INSPECTION

Installations may be inspected by the Client's Representative after completion and any apparent defects or items of remedial works reported back to the Contractor. These are to be addressed and rectified within 10 days of notification.

1.24 CONTINUITY OF INSTALLATION WORKS

The entirety of the works required to complete a new system installation or replacement boiler installation shall be completed in one continuous operation. The various trades, operatives and material delivery will need to be co-ordinated to achieve this and the Contractor will be required to provide details in this respect. In any event, this includes but is not confined to the following elements:

- a) Removal of existing equipment
- b) Installation of new or replacement equipment

- c) Electrical work
- d) Builders work
- e) Removal of rubbish
- f) Making good and any redecoration works
- g) Commissioning and quality control

1.25 REACTIVE BOILER REPLACEMENT TIMESCALE

The required timescales for completion of replacement boilers ordered on a reactive basis from the point of instruction to completion are:

- 2 days for boiler change being sited within 3m of the existing position and any system upgrade
- 3 days for boiler change being sited further than 3m from the existing position and any system upgrade
- 5 days for a full replacement central heating installation
- 3 days for any boiler replacement in a void property

1.26 EXCLUSIONS

The following work is excluded: -

- a) The provision of gas, water and electricity for testing of each system as required.
- b) Any responsibility for the performance or functioning of any of the existing secondary hot water pipework or equipment or existing equipment.
- c) Arranging for gas or electrical meters to be fitted (the resident should be notified to contact the respective supplier for this and be given sufficient notice to enable a meter to be fitted).

1.27 GENERAL BUILDERS WORK REQUIREMENTS

All builders work such as cutting away, forming holes, making good, built-in brackets or any other function associated with the fabric of the building and its alteration as necessary to suit the heating system, is within the scope of this specification and must be included within the price for each work element specified.

1.28 DETAILED REQUIREMENTS

- a) Make good to all ceilings and walls to plaster finish and to match existing decorations as closely as possible.
- b) Remove all redundant tank supports from cupboards and make good.
- c) Remove any coal bunkers made redundant by the heating installation, bag any coal up and return to the resident.
- d) Any disturbed areas around chases cut for ducts across solid floors for pipework are to be tiled together with the duct covers to match existing floor tiles as near as practical.
- e) Any areas, where boilers, tiled hearths and warm air units and circulators have been removed, will be made good to the following standard: -
 - i) Straighten and level floor and provide and install floor tiling to match existing everywhere the floor finish has been disturbed.
 - ii) Make good all holes and cracks and openings left in walls and ceilings and around fireplaces to plaster finish and to match existing decorations as closely as possible including any painting.
 - iii) Should a warm air unit be removed from a compartment and the compartment is such that the door does not go to floor level, then a false floor consisting of Batten and 22mm plywood will be built in that compartment at the lower level of the door.
- f) Any chimneys and flues made redundant as a result of removing appliances are to:
 - i) Have the flue liner and terminal left in position and have the liner secured within the builders opening and fitted with a terminal cap.
 - ii) The opening is to be bricked up and plastered and be permanently sealed except for a suitable air vent which is to be fitted above the base to ensure the chimney is always vented.
 - iii) Where there is an incomplete run of skirting board across an opening where a back boiler has been removed, a section of new skirting board to match the existing shall be installed and decorated across the whole of the chimney breast.
- g) Wherever floorboards are lifted, they are to be replaced if damaged and all boards are to be screwed and countersunk into position.

Should a laminate or other similar floor construction be encountered then the occupant must be advised they should make their own arrangements to have such floor lifted prior to the works commencing. This must be recorded on the survey details provided to the resident.

Appendix 4 – New Works

Alternatively, the Contractor may lift the flooring upon the occupant signing a disclaimer to the effect neither the Client or the Contractor is responsible for any damage which may arise or for the floor's reinstatement.

- h) Any plaster damaged or holes left in ceilings because of removing any cylinders or associated pipework are to be made good to plaster finish.
- i) All ducting, grilles, register, and vents that can be removed practically whenever a warm air unit is replaced shall be removed and made good to the required standards.
- j) Whenever hot works are in use the Contractor must ensure adequate protection of decorative and soft furnishings is maintained always. Any making good, associated scorch or burn marks then any related costs will be recoverable from the Contractor.
- k) Alterations to compartments that are to be utilised for boilers are to be allowed for, this is also to include removal of any shelves or shelving of any construction.

SECTION 2 - DOMESTIC HEATING GENERAL CLAUSES

2.1 GENERAL

This section shall apply to all subsequent sections herein and to all the Schedule of Rates as set out in the 'System A and B' specification and schedules.

The standard replacement installations are to be completed in accord with the requirement of this specification and are to include for relocation of the appliance within 3m of the original boilers position.

The rates are to include the installation of all pipework necessary to connect to the existing system.

Unless there are exceptional reasons, and these must be agreed with the Client's Representative all boilers must be fitted on the ground floor to preclude the use of scaffolding both within the installation process and during any future maintenance work.

No pipework shall be run externally nor shall any flue be installed in a void unless there is no practical alternative and then only with the permission of the Client's Representative.

All appliances, controls and component parts must be fitted entirely in accord with the manufacturer's instructions. In addition, a battery type CO detector must be fitted if one is not already fitted in the same room as the appliance being installed.

Before any work commences on site the Contractor's operative is to have a copy of the survey details supplied to the resident and confirm its content. Any issues arising for this should in the first instance be referred to the operative's supervisor who will then determine how this shall be resolved.

2.2 HEATING BOILERS

Where it is not possible to utilise the specified appliance, guidance must be sought from the Client or Client's Representative who may authorise the fitting of a non-system type boiler selected from the ranges of the manufacturers included below. Rates will be agreed for these to include any ancillary equipment and specific controls on over and above cost to the standard rates on an as and when they occur basis.

2.3 COMPARTMENTS FOR BOILERS

Provide and fit adequate boiler compartment ventilation where boilers are fitted in compartments or cupboards as required.

2.4 FLUES

All flue systems will be installed in accordance with manufacturer's instructions, the following requirements must be applied for any flue type specified.

2.4.1 Standard Fan Flue

Provide and fit fan assisted balance flue system through the property and through outside wall, weather as required. The system shall be accessible for future maintenance and allow for the provision of access panels at joints where the flue is concealed for any reason. Please note this is the standard option and any variance to this must be confirmed with the Client's Representative.

2.4.2 Vertical Flue

Provide and fit fan assisted flue unit through roof and weatherproof accordingly. The system shall be accessible for future maintenance and allow for the provision of access panels at joints where the flue is concealed for any reason.

Note: this is not the preferred option and it shall only be used upon agreement of the Clients Representative.

2.4.3 Plumage Diverter Kit

Where there is a need supply and install plumage diverter kit to flue

2.5 GAS SUPPLY

The gas supply to all appliances will conform strictly to BS 6891

In all systems Item a) will apply and be allowed for within the pricing of each system type an over and above rate for the additional cost of completing item b) will be supplied.

- a) Provide and fit a correctly sized gas pipe in copper or steel tube, installed from the meter to serve the boiler and cooker.
- b) Provide and fit a correctly sized gas pipe in copper or steel tube, installed from the meter to serve all existing appliances and reconnect existing appliances to new supply.

2.6 RADIATORS

All radiators to be selected from the current data leaflet for the approved products detailed within **Appendix 2** to give the required heat output to the areas as detailed within this **Appendix 4**. Allowance made must be made for heat emitted by any pipework in these spaces and the emission corrected by the necessary factor. Where an individual space is greater than 42 cubic metres there is a requirement to install 2 radiators in that area.

Appendix 4 – New Works

All radiators to be securely fitted to walls with brackets provided or with purpose made brackets where required should the wall be unstable. Where existing radiators are being replaced these shall where possible be sized to match existing and fitted in the same place.

Radiators must be sited under windows as far as possible and sized to match the window width. The position of kitchen radiators may be varied to suit layout; however, common sense must prevail over the installation of a radiator in a kitchen. The size and space available must be considered.

Radiators may be sited in positions other than under windows only if this position does not suit existing furniture layouts or there is inadequate height under the windowsill. This alternative position will normally be on an outside wall and must be agreed with the Client's Representative and the resident who should sign and agree the new location.

Two no. air vent keys are to be left with each installation except for sealed system installations where no keys are to be left.

A price is to be submitted for installing an additional radiator when a system upgrade or boiler change is being undertaken.

2.7 SYSTEM PIPEWORK

The system pipework will be installed to connect the new boiler with all controls and component parts in accord with their respective installation instructions.

All exposed pipework shall in the first instance be in copper tubing.

The heating circuits will be two pipe, pump assisted, in small bore (not less than 15mm). The primary circuits to any hot water storage cylinders will also be pumped and all pipework will be concealed where possible. Where there are separate heating zones and hot water circuits the primary flow and return will run from the boiler to a suitable point, usually in an airing cupboard where the circuits will be split by a motorised valve as detailed within the controls section.

Any pipework, which is to be installed in a solid floor is to be ducted using Pendock Profiles floor ducting or equal and approved. It is also to be installed in accordance with the relevant current Codes of Practice and any specific requirements of the Local Water undertaking. All pipework in the floors will be of the "Kuterlex Plus" or equal and approved type.

This is to be connected to copper tubing prior to becoming exposed in drops to radiators, airing cupboard or at the boiler.

Adequate drain-off facilities are to be provided and fitted to all boilers and in accessible positions on all low points of drops to radiators.

Appendix 4 – New Works

The system pipework will incorporate a 22mm Honeywell Automatic Bypass Valve DU145 (if required) and will include an approved and agreed system filter. The valve will be installed in the position recommended and in accordance with the manufacturer's instructions.

2.8 CONDENSE PIPE

The condense pipe from the new appliance will ordinarily be connected to an adjacent or suitable waste pipe within the property if this is not possible the pipe shall be run from where it passes through the wall in pipe of a diameter of no less than 32mm all of which shall be insulated with class O insulation, such insulation shall be extended through the wall to inside the property.

The length of outside condense pipe shall not exceed 3m. External termination will either be into a drain or soakaway.

- A. Should it be necessary to terminate into a cast iron supply then a "Condensafe" shall be fitted at additional cost.
- B. Where there is no natural fall to the condense pipe a condense pump shall be fitted at additional cost.

2.9 SYSTEM INHIBITOR

The system once all commissioning has been completed shall be dosed with a water treatment recommended by the boiler manufacturers for the system that has been approved and agreed by the Client Representative. A label shall be attached to the sealed system kit stating a system inhibitor dosage has been applied to the system and full history given of the dosage applied.

2.10 COLD WATER SUPPLY

- 2.10.1 Connect boiler to cold main supply via a Salamander or equal and approved combined filling/double check valve kit where there is not one built into the appliance. Ensure the flexible link is not left in position and both inlet and outlet supply are capped.
- 2.10.2 Supply and install a water conditioner in cold main feed supply to unit as manufactured by The Rodin Group or equal and approved, where the mains water supply total hardness exceeds 200ppm.
- 2.10.3 When installing a combination boiler all cold-water supplies within the property are to be converted to being mains fed and any ball valve restrictors are to be replaced.

2.11 DOMESTIC HOT WATER SYSTEM

New domestic hot water systems will comply with the water by-laws. The units will be fitted on new stillage and will be reconnected to existing or new supplies.

The incoming water supply to any CWS or inbuilt water storage shall have a Scalebuster as manufactured by The Rodin Group or equal and approved water conditioner fitted where the mains water supply total hardness exceeds 200ppm. All cylinders are to be fitted with a Backersafe Titanium Sheath immersion heater or equal and approved and wired to an adjacent point.

2.12 CIRCULATING PUMPS

Where no pump is included with the boiler provide and fit a new Grundfos or equal and approved circulating pump with means of isolation and capable of providing each systems requirement. Each pump shall be installed with 2 anti-vibration brackets.

2.13 INSULATION

- 2.13.1 Provide and fit to all pipework that is not serving a useful heating source insulation and where necessary, frost protection. Additionally, all pipework shall be insulated on the flow and return from the boiler to any hot water storage cylinder together with all pipework installed in the airing cupboard.
- 2.13.2 Insulate roof space with thick rock fibre mineral wool wherever insulation is less than 270mm. Making a total covering of not less than 270mm thickness. The insulation must be cross lapped.
- 2.13.3 Pipework to be insulated with Armaflex Class 0 with a minimum wall thickness of 13mm or equal and approved installed to manufacturer's instructions.

2.14 SYSTEM CONTROL

2.4.4 Radiators

All radiator valves to be 15mm Danfoss RAS-C² Thermostatic radiator valves or similar approved or instructed by the client, and these are ideally to be installed on the flow pipe with Peglers Terrier lockshield valves with drain off approved (or of a manufacturer subsequently instructed by the client) Other valves will be considered if equal and approved.

No TRV to be installed to the radiator where the room thermostat is fitted.

2.4.5 System Boilers

Automatic control of each system will comprise of a digital Danfoss, Honeywell or ACL (or of a manufacturer subsequently instructed by the client) 7-day programmer with service interval function (this is not to be activated unless instructed by the Client's Representative) and with at least two on/off settings per twenty-four-hour cycle Monday to Friday and the ability to have different settings at weekends and incorporating switches to provide selection of hot water and/or hot water and central heating service. The programmer is to be sited in the Kitchen. In any property over 150m² there will be a need to zone the heating areas. This will involve additional control, and this will be by a programmable room thermostat controlling a motorised valve providing heating supply to that zone.

Domestic hot water control is to be by a Danfoss, Honeywell or ACL (or of a manufacturer subsequently instructed by the client) and clamp-on cylinder thermostat sited on the new hot water storage cylinder one third of the height up from the base.

Overall space heating control is to be by the heating function of the programmer and a Danfoss, Honeywell or ACL, (or of a manufacturer subsequently instructed by the client) approved wireless room thermostat. The room thermostat is to be sited in the space with the uncontrolled radiator which must not be affected by any other heat source and will ideally be in a hallway.

One electrically operated Danfoss, Honeywell or ACL approved (or of a manufacturer subsequently instructed by the client) equivalent mid position three port motorised diverter valve of the flow share type wired to control the operation of the pump and boiler, shall be installed in each cylinder cupboard.

The controls and valves on the system shall be wired in such a fashion when all thermostats are satisfied the boiler and pump are shut off (unless any pump overrun thermostat is in operation).

All controls, valves and thermostats shall be connected to a proprietary wiring centre that is compatible with the controls selected and be installed in accord with their respective installation instructions.

2.4.6 Combination Boiler

Automatic control of each system will comprise of a digital Danfoss, Honeywell or ACL (or of a manufacturer subsequently instructed by the client) 7-day programmer with service interval function (this is not to be activated unless instructed by the Client or Client's Representative) and with at least two on/off settings per twenty-four-hour cycle Monday to Friday and the ability to have different settings at weekends.

Appendix 4 – New Works

The programmer is to be sited in the Kitchen. In any property over 150m² there will be a need to zone the heating areas. This will involve additional control, and this will be by a programmable room thermostat controlling a motorised valve providing heating supply to that zone.

Domestic hot water control will be built into the boiler.

Overall space heating control is to be by the heating function of a Load Compensation Thermostat, in accordance with Boiler Plus. The Load Compensation thermostat is to be sited in the space with the uncontrolled radiator which must not be affected by any other heat source and will ideally be in a hallway.

The controls and valves on the system shall be wired in such a fashion when all thermostats are satisfied the boiler and pump are shut off (unless any pump overrun thermostat is in operation).

All controls, valves and thermostats shall be connected to a proprietary wiring centre that is compatible with the controls selected and be installed in accord with their respective installation instructions.

2.15 FROST PROTECTION

When required, provide and fit a Danfoss Randall RET 230F (or of a manufacturer subsequently instructed by the client) Frost stat or equal and approved in unheated space and wire into system as required to provide frost protection to the whole system.

This is a non-standard item and will be priced as a separate rate.

2.16 ELECTRICAL SUPPLY AND BONDING

The final connection to each system will be within 1.8 metres and adjacent to each boiler. All electrical wiring necessary for the satisfactory operation of the system to be provided, installed and connected by the Contractor to conform with the installation instructions including, if necessary, a new main supply. This will include any necessary extension or adaption to existing wiring to facilitate the installation of any type of replacement boiler. All work shall conform to the current IEE regulations. All exposed wiring to be installed in mini trunking.

All work to be carried out by a competent NICIEC registered electrician who will issue test and completion certificates.

Provide and fit all bonding or cross bonding to gas supply, water supply and heating system to conform to current IEE regulations, regardless as to whether the electrical tests have shown it to be required or not.

2.17 AIRING CUPBOARDS

The rates to be given for this work are to be additional to the standard systems and will be priced separately. Agreement will only be given by the Client or Clients Representative for the construction or adaption of an airing cupboard where is no suitable no cost option.

- 2.17.1 Construct a new cylinder cupboard on site agreed by Client or Client's Representative, this is to include 3 no airing cupboard shelves.
- 2.17.2 Supply and fit 3 no airing shelves in each airing cupboard.
- 2.17.3 Adapt airing cupboard to accommodate new cylinder, this is to include removal of front and door, enlargement of the cupboard and refixing of the front and the door and any repainting as necessary.
- 2.17.4 Install boiler guard and adapt airing cupboard shelves

SECTION 3 - TYPE A (COMBI BOILER – WORCESTER BOILERS)**3.1 General**

The entire system is to be installed in accordance with the rules and regulations of the Building Regulations, Gas Safety (Installation & use) Regulations as amended 2018, Water Authority Regulations, Gas Safe Register and IEE Regulations

Materials and workmanship shall be of the highest quality and carried out in accordance with the following specification, relevant British Standards and Codes of Practice to the satisfaction of the Client Representative.

The whole of the materials and goods used in carrying out the contract work must be used, fixed and/or applied in strict accordance with the printed instructions and/or recommendation of the manufacturer.

CB-001 Combination Boiler – Worcester 30kw combi

Provide and fit a Worcester 30kw combi fan assisted room sealed and wall mounted boiler unit with standard flue, including all necessary new and adapted pipe work within 3 linear metres of the existing boiler position. (Where new boiler is relocated more than 3m from existing position, refer to CB-026, CB-027 and CB-028 as required).

Supply and install an inline Scale Reducer in accordance with manufacturer's instructions.

CB-002 Combination Boiler – Worcester 36KW combi

Provide and fit a Worcester 36kw combi fan assisted room sealed and wall mounted boiler unit with standard flue, including all necessary new and adapted pipe work within 3 linear metres of the existing boiler position. (Where new boiler is relocated more than 3m from existing position, refer to CB-026, CB-027 and CB-028 as required).

Supply and install an inline Scale Reducer in accordance with manufacturer's instructions.

CB-003 Gas Supply – Meter to Boiler

Provide and fit a suitably sized gas pipe in copper tube with solder joints, installed from the meter to serve the boiler.

CB-004 Gas Supply – Cooker

Provide and fit a suitably sized gas pipe in copper tube with solder joints to proposed cooker position including end connections.

CB-005 Gas Supply – Flex Connector

Connect cooker to new gas supply with approved flexible connector and cooker chain.

CB-006 Gas Supply – Gas Fire

Provide and fit a suitably sized pipe in copper tube with solder joints to gas fire position as specified including end connections.

CB-007 Gas Supply – From adjacent point

Install new correctly sized supply to boiler position from adjacent point.

CB-008 Radiators

Supply and install 7 No. radiators to give the required heat output to the areas as listed with allowance made for heat emitted by any pipe work in these spaces and the emission corrected by the necessary factor.

All radiators to be securely fitted to walls with brackets provided or with purpose made brackets where required.

Radiators must be sited under the windows as far as possible and sized to match the window width. The position of kitchen radiators may be varied to suit layout.

Supply and install Danfoss Randall RA-FS radiator valve with RAS – C2 on heating flow and Danfoss Randall RLV - D Lockshield Valves on heating return.

For the radiator installed in the same room as the room thermostat supply and install Danfoss Randall RLV D Lockshield valves on both heating flow and return.

CB-009 Radiator +/-

Allow for additional cost to supply and install one number additional/less radiator as per AC-V09a

CB-010 Pipework

The heating circuits will be two pipe smallbore

Provide and install heating circuit to all radiators and the primary circuit to hot water taps from boiler. All pipework shall be copper with solder joints.

Include for insulation to pipework as described within specification

CB-011 Electrical Supply

The final connection to each system will be from fused spur outlet socket within 1 metre (3 ft) and adjacent to each boiler. All electrical wiring etc. necessary for the satisfactory operation of the system to be provided, installed and connected by the Contractor via wiring centre, including if necessary, a new main supply.

All work shall conform to the current IEE Regulations. All exposed wiring to be installed in mini trunking. All work to be carried out by a NICIEC registered electrician who will issue test and completion certificates.

CB-012 Cross Bonding

Provide and fit bonding or cross bonding to new gas supply and new heating system as required (Including radiators) to conform to current IEE Regulations. The Contractor is to supply a certificate of electrical worthiness on completion.

CB-013 Loft Hatch

Form suitably sized hatch, woodwork to be primed, undercoated and glossed white on completion.

CB-014 Washing Machine Connection

Allow for hot and cold-water supply pipe work to washing machine. Include for hot and cold washing machine valves and connectors. Valves to be sited so that they may be operated without removing washing machine from designated space. Allow 1 meter hot & cold-water pipe work for pricing. Any additional length of pipework shall be as per AC-V10 above

CB-015 Solid Floor Duct

Any pipe work, which is to be installed in a solid floor, is to be ducted, using Pendock Profiles floor ducting. It is also to be installed in accordance with the relevant current Codes of Practice and any specific requirements of the Local Water undertaking, using Pendock Profiles floor ducting.

CB-016 Ducting

Allow for boxing in all new and existing horizontal and vertical pipe work adjacent new boiler and within kitchen using 6 mm birch plywood fixed to 25 x 50 mm softwood battens (allow for access panels) or other suitable and approved ducting. Allow for decorative finish.

CB-017 Insulation – 100mm

Provide and lay 100 mm rolled glass mineral wool, CFC and HCFC free insulation to loft space as top up.

CB-018 Insulation – 200mm

Provide and lay 200 mm rolled glass mineral wool, CFC and HCFC free insulation to loft.

CB-019 CO Detector

Supply and install mains powered CO detector. The detector shall also be provided with battery backup. The cost shall include for all associated wiring from the nearest suitable power point available. Wiring shall include an un-switched fuse spur next to CO detector.

CB-020 Cold Water Supply

From mains stop-valve run suitably sized copper pipe with solder joints complete with services valves to all cold-water outlets (taps) and tanks.

CB-021 Controls

Supply and install single channel 7-day programmer to control heating boiler. The programmer shall have integral boiler service interval control function. The programmer shall be manufactured by Danfoss or Honeywell (or of a manufacturer subsequently instructed by the client) .

CB-022 Room thermostat

Supply and install room thermostat suitable for above programmer as per Boiler Plus.

CB-023 TRV's

Install or replace TRV to existing radiator

CB-024 Lockshield Valve

Install or replace Lockshield valve to existing radiator

CB-025 Pipe Lagging

Install pipe lagging to existing pipe work (any size)

Pipe work

CB-026 Install 15mm copper tubing either under floor or surface mounted

CB-027 Install 22mm copper tubing either under floor or surface mounted

CB-028 Install 28mm copper tubing either under floor or surface mounted

(Extra over pipework code used only when AC-10 is not used, or only where new boiler is installed more than 3m from existing position)

CB-029 Labour only

Rates for works within normal hours that fall outside the scope of all installation codes.

CB-030 Scaffolding

The contractor is expected to use appropriate equipment for high level works such as ladders, trestle or towers, where these are not suitable and subject to Client Representative approval, supply scaffold priced on a per lift basis up to 3m wide.

Flues and Accessories

CB-031 Standard telescopic flue kit (350-570mm)

CB-032 Long telescopic flue kit (570-790mm)

CB-033 Extension flue kit (960mm) 100mm diameter - Horizontal RS Flue

CB-034 2m flue extension 100mm diameter - Horizontal RS Flue

CB-035 Short flue extension (220mm) 100mm diameter - Horizontal RS Flue

Appendix 4 – New Works

CB-036	90-degree bend	100mm diameter - Horizontal RS Flue
CB-037	45-degree bend	100mm diameter - Horizontal RS Flue
CB-038	High level horizontal flue adaptor	100mm diameter - Horizontal RS Flue
CB-039	Support bracket kit	100mm diameter - Horizontal RS Flue
CB-040	Support bracket kit (6 pack)	100mm diameter - Horizontal RS Flue
CB-041	Support bracket kit	100mm diameter - Horizontal RS Flue
CB-042	Support bracket kit (6 pack)	100mm diameter - Horizontal RS Flue
CB-043	Standard telescopic flue kit	100mm diameter - Horizontal RS Flue
CB-044	Extension flue kit (960mm)	100mm diameter - Horizontal RS Flue
CB-045	90-degree bend	125mm diameter - Horizontal RS Flue
CB-046	45-degree bend	125mm diameter - Horizontal RS Flue
CB-047	High level horizontal flue adaptor	125mm diameter - Horizontal RS Flue
CB-048	Support bracket kit	125mm diameter - Horizontal RS Flue
CB-049	Support bracket kit (CDi Compact)	125mm diameter - Horizontal RS Flue
CB-050	Vertical 1,090mm balanced flue kit (inc adaptor)	125mm diameter - Horizontal RS Flue
CB-051	Extension flue kit (960mm)	125mm diameter - Horizontal RS Flue
CB-052	2m flue extension	100mm diameter - Vertical RSF Flue
CB-053	Short flue extension	100mm diameter - Vertical RSF Flue
CB-054	90-degree bend	100mm diameter - Vertical RSF Flue
CB-055	45-degree bend	100mm diameter - Vertical RSF Flue
CB-056	Flashing - flat roof	100mm diameter - Vertical RSF Flue
CB-057	Flashing - pitched roof	100mm diameter - Vertical RSF Flue
CB-058	Vertical 1,365mm balanced flue kit (inc. adaptor)	100mm diameter - Vertical RSF Flue
CB-059	Extension flue kit (960mm)	100mm diameter - Vertical RSF Flue
CB-060	90-degree bend	125mm diameter - Vertical RSF Flue
CB-061	45-degree bend	125mm diameter - Vertical RSF Flue
CB-062	Flashing - flat roof	125mm diameter - Vertical RSF Flue
CB-063	Flashing -pitched roof	125mm diameter - Vertical RSF Flue

Appendix 4 – New Works

CB-064	Plume management kit	125mm diameter - Vertical RSF Flue
CB-065	Extension (1,000mm)	125mm diameter - Vertical RSF Flue
CB-066	90-degree bend	Plume management system
CB-067	45-degree bend (pair)	Plume management system
CB-068	Terminal guard round	Plume management system

SECTION 4 - TYPE B (SEALED SYSTEM BOILER –WORCESTER BOILERS)**4.1 General**

The entire system is to be installed in accordance with the rules and regulations of the Building Regulations, Gas Safety (Installation & use) Regulations as amended 2018, Water Authority Regulations, Gas Safe Register and IEE Regulations

Materials and workmanship shall be of the highest quality and carried out in accordance with the following specification, relevant British Standards and Codes of Practice to the satisfaction of the Client Representative.

The whole of the materials and goods used in carrying out the contract work must be used, fixed and/or applied in strict accordance with the printed instructions and/or recommendation of the manufacturer.

All boilers shall be supplied and installed with suitably sized external circulation pump.

SB-001 Sealed System Boiler – Worcester 15kw System Boiler

Provide and fit an Ideal Logic 15 System fan assisted room sealed and wall mounted boiler unit with standard flue, including all necessary new and adapted pipe work within 3 linear metres of the existing boiler position. (Where new boiler is relocated more than 3m from existing position, refer to SB-31, SB-32 and SB-33 as required).

SB-003 Sealed System Boiler –Worcester 24kw System Boiler

Provide and fit a Worcester 24 kw System fan assisted room sealed and wall mounted boiler unit with standard flue, including all necessary new and adapted pipe work within 3 linear metres of the existing boiler position. (Where new boiler is relocated more than 3m from existing position, refer to SB-31, SB-32and SB-33 as required).

SB-004 Gas Supply – Meter to Boiler

Provide and fit a suitably sized gas pipe in copper tube with solder joints, installed from the meter to serve the boiler.

SB-005 Gas Supply – Cooker

Provide and fit a suitably sized gas pipe in copper tube with solder joints to proposed cooker position including end connections.

SB-006 Gas Supply – Flex Connector

Connect cooker to new gas supply with approved flexible connector and cooker chain.

SB-007 Gas Supply – Gas Fire

Provide and fit a suitably sized pipe in copper tube with solder joints to gas fire position as specified including end connections.

SB-008 Gas Supply – From adjacent point

Install new correctly sized supply to boiler position from adjacent point.

SB-009 Radiators

Supply and install 7 No. radiators to give the required heat output to the areas as listed with allowance made for heat emitted by any pipe work in these spaces and the emission corrected by the necessary factor.

All radiators to be securely fitted to walls with brackets provided or with purpose made brackets where required.

Radiators must be sited under the windows as far as possible and sized to match the window width. The position of kitchen radiators may be varied to suit layout.

Supply and install Danfoss Randall RA-FS radiator valve with RAS – C2 on heating flow and Danfoss Randall RLV - D Lockshield Valves on heating return.

For the radiator installed in the same room as the room thermostat supply and install Danfoss Randall RLV-D Lockshield valves on both heating flow and return.

SB-010 Radiator +/-

Allow for additional cost to supply and install one number additional/less radiator as per SB-09

SB-011 Pipework

The heating circuits will be two pipe pump assisted in smallbore pipework. New pump to be from the Grundfos range fitted with isolation valves each side, capable of providing system requirements.

The primary circuits to the hot water storage cylinders will also be pumped and all pipework will be concealed where possible.

Provide and install heating circuit to all radiators, all pipework shall be copper with solder joints.

Include for insulation to pipework as described within specification

SB-012 Electrical Supply

Supply and install power supply with appropriate isolation for boiler, immersion heater and heating controller / programmer. The final connection to each system will be from fused spur outlet socket within 1 metre (3 ft) and adjacent to each boiler.

Appendix 4 – New Works

All electrical wiring etc. necessary for the satisfactory operation of the system to be provided, installed and connected by the Contractor via wiring centre, including if necessary, a new main supply.

All work shall conform to the current IEE Regulations. All exposed wiring to be installed in mini trunking.

All work to be carried out by a competent NICIEC registered electrician who will issue test and completion certificates.

SB-013 Cross Bonding

Provide and fit bonding or cross bonding to new gas supply and new heating system as required (Including radiators) to conform to current IEE Regulations. The Contractor is to supply a certificate of electrical worthiness on completion.

SB-014 Loft Hatch

Form suitably sized hatch, woodwork to be primed, undercoated and glossed white on completion.

SB-015 Washing Machine Connection

Allow for hot and cold-water supply pipe work to washing machine. Include for hot and cold washing machine valves and connectors. Valves to be sited so that they may be operated without removing washing machine from designated space. Allow 1 meter hot & cold-water pipe work for pricing. Any additional length of pipework shall be as per BS-V11 above.

SB-016 Solid Floor Ducts

Any pipe work, which is to be installed in a solid floor, is to be ducted, using Pendock Profiles floor ducting. It is also to be installed in accordance with the relevant current Codes of Practice and any specific requirements of the Local Water undertaking, using Pendock Profiles floor ducting.

SB-017 Ducting

Allow for boxing in all new and existing horizontal and vertical pipe work adjacent new boiler and within kitchen using 6 mm birch plywood fixed to 25 x 50 mm softwood battens (allow for access panels) or other suitable and approved ducting. Allow for decorative finish

SB-018 Insulation – 100mm (Top up)

Provide and lay 100 mm rolled glass mineral wool, CFC and HCFC free insulation to loft space as top up.

SB-019 Insulation – 200mm

Provide and lay 200 mm rolled glass mineral wool, CFC and HCFC free insulation to loft.

SB-020 CO Detector

Supply and install mains powered CO detector. The detector shall also be provided with battery backup. The cost shall include for all associated wiring from the nearest suitable power point available. Wiring shall include an un-switched fuse spur next to CO detector.

SB-021 Cold Water Supply

From mains stop-valve run suitably sized copper pipe with solder joints complete with services valves to all cold-water outlets (taps) and tanks/cylinder.

SB-022 Controls

Supply and install two channel 7-day programmer to control heating & hot water. The control system shall include 2 no. two port valve & actuators, hot water temperature sensor, room thermostat and wiring centre. The programmer shall have integral boiler service interval control function. The programmer shall be manufactured by Danfoss or Honeywell approved (or of a manufacturer subsequently instructed by the client)

SB-023 Room thermostat

Supply and install room thermostat suitable for above programmer.

SB-024 Hot Water Cylinder

Supply and install indirect hot water cylinder within airing cupboard. The cylinder shall be provided with 3kW immersion heater with safety cut off device. The price shall include for heating flow & return pipework connections, cold water connection, hot water outlet connection and all associated wiring. 120 litre range Hercul hot water cylinder

SB-025

Supply and install indirect hot water cylinder within airing cupboard. The cylinder shall be provided with 3kW immersion heater with safety cut off device. The price shall include for heating flow & return pipework connections, cold water connection, hot water outlet connection and all associated wiring 150 litre range Hercul hot water cylinder

SB-026 Cold Water Storage

Supply and locate in roof space 1 No. polypropylene 227-litre cold-water storage cistern with lid, including 14mm HP ball valve and 100mm float with 22mm PVC overflow. Make all connections including mains cold water supply via suitable stop-valve, sited in a readily accessible position. All of the above is to conform with By-law 30 (Cisterns storing water for domestic purposes).

Supply and fix insulation jacket, the Contractor shall lag all new water pipes within roof space using Armaflex or similar and approved.

SB-027 Storage Platform

Allow for constructing timber platform using 75 x 50mm softwood framing and 19mm ply base to provide adequate support for expansion and storage cisterns. Platform to be positioned to distribute loading from cisterns over load-bearing walls.

SB-028 TRV's

Install or replace TRV to existing radiator

SB-029 Lockshield Valve

Install or replace Lockshield valve to existing radiator

SB-030 Pipe Lagging

Install pipe lagging to existing pipe work (any size)

Pipe work

SB-031 Install 15mm copper tubing either under floor or surface mounted

SB-032 Install 22mm copper tubing either under floor or surface mounted

SB-033 Install 28mm copper tubing either under floor or surface mounted

(Extra over pipework code used only when AC-10 is not used, or only where new boiler is installed more than 3m from existing position)

SB-034 Labour only

Rates for works within normal hours that fall outside the scope of all installation codes.

SB-035 Scaffolding

The contractor is expected to use appropriate equipment for high level works such as ladders, trestle or towers, where these are not suitable and subject to Client Representative approval, supply scaffold priced on a per lift basis up to 3m wide.

Flues and Accessories

SB-036 Standard telescopic flue kit 100mm diameter - Horizontal RS Flue (350-570mm)

SB-037 Long telescopic flue kit 100mm diameter - Horizontal RS Flue (570-790mm)

SB-038 Extension flue kit (960mm) 100mm diameter - Horizontal RS Flue

SB-039 2m flue extension 100mm diameter - Horizontal RS Flue

SB-040 Short flue extension (220mm) 100mm diameter - Horizontal RS Flue

SB-041 90-degree bend 100mm diameter - Horizontal RS Flue

Appendix 4 – New Works

SB-042	45-degree bend	100mm diameter - Horizontal RS Flue
SB-043	High level horizontal flue adaptor	100mm diameter - Horizontal RS Flue
SB-044	Support bracket kit	100mm diameter - Horizontal RS Flue
SB-045	Support bracket kit (6 pack)	100mm diameter - Horizontal RS Flue
SB-046	Standard telescopic flue kit	125mm diameter - Horizontal RS Flue
SB-047	Extension flue kit (960mm)	125mm diameter - Horizontal RS Flue
SB-048	90-degree bend	125mm diameter - Horizontal RS Flue
SB-049	45-degree bend	125mm diameter - Horizontal RS Flue
SB-050	High level horizontal flue adaptor	125mm diameter - Horizontal RS Flue
SB-051	Support bracket kit	125mm diameter - Horizontal RS Flue
SB-052	Vertical balanced flue kit (inc. adaptor)	100mm diameter - Vertical RSF Flue
SB-053	Extension flue kit (960mm)	100mm diameter - Vertical RSF Flue
SB-054	Short flue extension (220mm)	100mm diameter - Vertical RSF Flue
SB-055	90-degree bend	100mm diameter - Vertical RSF Flue
SB-056	45-degree bend	100mm diameter - Vertical RSF Flue
SB-057	Flashing - flat roof	100mm diameter - Vertical RSF Flue
SB-058	Flashing -pitched roof	100mm diameter - Vertical RSF Flue
SB-059	Vertical balanced flue kit (inc adaptor)	125mm diameter - Vertical RSF Flue
SB-060	Extension flue kit (960mm)	125mm diameter - Vertical RSF Flue
SB-061	90-degree bend	125mm diameter - Vertical RSF Flue
SB-062	45-degree bend	125mm diameter - Vertical RSF Flue
SB-063	Flashing - flat roof	125mm diameter - Vertical RSF Flue
SB-064	Flashing -pitched roof	125mm diameter - Vertical RSF Flue
SB-065	Plume management kit	Plume management system
SB-066	Extension (1,000mm)	Plume management system
SB-067	90-degree bend	Plume management system
SB-068	45-degree bend (pair)	Plume management system
SB-069	Plume management terminal guard round	Plume management system

HO-004 Gas Supply – Meter to Boiler

Provide and fit a suitably sized gas pipe in copper tube with solder joints, install from the meter to serve the boiler including end connections.

HO-005 Gas Supply – Cooker

Provide and fit a suitably sized gas pipe in copper tube with solder joints to proposed cooker position including end connections.

HO-006 Gas Supply – Flex Connector

Connect cooker to new gas supply with approved flexible connector.

HO-007 Gas Supply – Gas Fire

Provide and fit a suitably sized pipe in copper tube with solder joints to gas fire position as specified including end connections.

HO-008 Gas Supply – From adjacent point

Install new correctly sized supply to boiler position from adjacent point.

HO-009 Radiators

Supply and install 7 No. radiators to give the required heat output to the areas as listed with allowance made for heat emitted by any pipe work in these spaces and the emission corrected by the necessary factor.

All radiators to be securely fitted to walls with brackets provided or with purpose made brackets where required.

Radiators must be sited under the windows as far as possible and sized to match the window width. The position of kitchen radiators may be varied to suit layout.

Supply and install Danfoss Randall RA-FS radiator valve with RAS – C2 on heating flow and Danfoss Randall RLV - D Lockshield Valves on heating return.

For the radiator installed in the same room as the room thermostat supply and install Danfoss Randall RLV-D Lockshield valves on both heating flow and return.

HO-010 Radiator +/-

Allow for additional cost to supply and install one number additional/less radiator as per AC-V09a

HO-011 Pipework

The heating circuits will be two pipe pump assisted in smallbore pipework. New pump to be from the Grundfos range fitted with isolation valves each side, capable of providing system requirements.

Appendix 4 – New Works

The primary circuits to the hot water storage cylinders will also be pumped and all pipework will be concealed where possible.

Provide and install heating circuit to all radiators and the primary circuit to hot water taps from boiler. All pipework shall be copper with solder joints.

Include for insulation to pipework as described within specification

HO-012 Electrical Supply

Supply and install power supply with appropriate isolation for boiler, immersion heater and heating controller / programmer. The final connection to each system will be from fused spur outlet socket within 1 metre (3 ft) and adjacent to each boiler. All electrical wiring etc. necessary for the satisfactory operation of the system to be provided, installed and connected by the Contractor via wiring centre, including if necessary, a new main supply.

All work shall conform to the current IEE Regulations. All exposed wiring to be installed in mini trunking.

All work to be carried out by a NICIEC registered electrician who will issue test and completion certificates.

HO-013 Cross Bonding

Provide and fit bonding or cross bonding to new gas supply and new heating system as required (Including radiators) to conform to current IEE Regulations. The Contractor is to supply a certificate of electrical worthiness on completion.

HO-014 Loft Hatch

Form suitably sized hatch, woodwork to be primed, undercoated and glossed white on completion.

HO-015 Washing Machine Connection

Allow for hot and cold-water supply pipe work to washing machine. Include for hot and cold washing machine valves and connectors. Valves to be sited so that they may be operated without removing washing machine from designated space. Allow 1 meter hot & cold-water pipe work for pricing. Any additional length of pipework shall be as per BS-V11 above.

HO-016 Solid Floor Ducts

Any pipe work, which is to be installed in a solid floor, is to be ducted, using Pendock Profiles floor ducting. It is also to be installed in accordance with the relevant current Codes of Practice and any specific requirements of the Local Water undertaking, using Pendock Profiles floor ducting.

HO-017 Ducting

Allow for boxing in all new and existing horizontal and vertical pipe work adjacent new boiler and within kitchen using 6 mm birch plywood fixed to 25 x 50 mm softwood battens (allow for access panels) or other suitable and approved ducting. Allow for decorative finish

HO-018 Insulation – 100mm (Top up)

Provide and lay 100 mm rolled glass mineral wool, CFC and HCFC free insulation to loft space as top up.

HO-019 Insulation – 200mm

Provide and lay 200 mm rolled glass mineral wool, CFC and HCFC free insulation to loft.

HO-020 CO Detector

Supply and install mains powered CO detector. The detector shall also be provided with battery backup. The cost shall include for all associated wiring from the nearest suitable power point available. Wiring shall include an un-switched fuse spur next to CO detector.

HO-021 Cold Water Supply

From mains stop-valve run suitably sized copper pipe with solder joints complete with services valves to all cold-water outlets (taps) and tanks/cylinder.

HO-022 Controls

Supply and install two channel 7-day programmer to control heating & hot water. The control system shall include 2 no. two port valve & actuators, hot water temperature sensor, room thermostat and wiring centre. The programmer shall have integral boiler service interval control function. The programmer shall be manufactured by Danfoss or Honeywell.

HO-023 Room thermostat

Supply and install room thermostat suitable for above programmer.

HO-024 Hot Water Cylinder - 120 litre range Hercul hot water cylinder

Supply and install indirect hot water cylinder within airing cupboard. The cylinder shall be provided with 3kW immersion heater with safety cut off device. The price shall include for heating flow & return pipework connections, cold water connection, hot water outlet connection and all associated wiring.

HO-025 Hot Water Cylinder - 150 litre range Hercal hot water cylinder

Supply and install indirect hot water cylinder within airing cupboard. The cylinder shall be provided with 3kW immersion heater with safety cut off device. The price shall include for heating flow & return pipework connections, cold water connection, hot water outlet connection and all associated wiring.

HO-026 Feed & Expansion Tank – Hot Water

Supply and fix 1 No. polypropylene 64 litre expansion cistern, including HP ball valve and float with 22mm PVC overflow. Make all connections including mains cold water supply via suitable stop-valve, sited in a readily accessible position.

All of the above is to conform with By-law 30 (Cisterns storing water for domestic purposes).

Supply and fix insulation jacket, the Contractor shall lag all new water pipes within roof space using Armaflex or similar and approved.

HO-027 Cold Water Storage

Supply and locate in roof space 1 No. polypropylene 227-litre cold-water storage cistern with lid, including 14mm HP ball valve and 100mm float with 22mm PVC overflow. Make all connections including mains cold water supply via suitable stop-valve, sited in a readily accessible position.

All of the above is to conform with By-law 30 (Cisterns storing water for domestic purposes).

Supply and fix insulation jacket, the Contractor shall lag all new water pipes within roof space using Armaflex or similar and approved.

HO-028 Storage Platform

Allow for constructing timber platform using 75 x 50mm softwood framing and 19mm ply base to provide adequate support for expansion and storage cisterns. Platform to be positioned to distribute loading from cisterns over load-bearing walls.

HO-029 TRV's

Install or replace TRV to existing radiator

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Install pipe lagging to existing pipe work (any size)

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(Extra over pipework code used only when AC-10 is not used, and only where new boiler is installed more than 3m from existing position)

HO-035 Labour only

Rates for works within normal hours that fall outside the scope of all installation codes.

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The contractor is expected to use appropriate equipment for high level works such as ladders, trestle or towers, where these are not suitable and subject to Client Representative approval, supply scaffold priced on a per lift basis up to 3m wide.

Flues and Accessories

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HO-040	2m flue extension	100mm diameter - Horizontal RS Flue
HO-041	Short flue extension (220mm)	100mm diameter - Horizontal RS Flue
HO-042	90-degree bend	100mm diameter - Horizontal RS Flue
HO-043	45-degree bend	100mm diameter - Horizontal RS Flue
HO-044	High level horizontal flue adaptor	100mm diameter - Horizontal RS Flue
HO-045	Support bracket kit	100mm diameter - Horizontal RS Flue
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Appendix 4 – New Works

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HO-068	90-degree bend	Plume management system
HO-069	45-degree bend (pair)	Plume management system
HO-070	Plume management terminal guard round	Plume management system

CONTRACTORS COMPLETION CERTIFICATE (EXAMPLE)

Address:			
Operative		Date installed	
Boiler type:		Location:	
Programmer		No of Rads:	
Scale reducer:		Loft insulation:	Installed YES / NO

I confirm that I have inspected the installation in the above address and certify that: -

	Tick	
1		The above information is correct.
2		All making good and builders works has been completed.
3		Ducting has been installed.
4		The system has been thoroughly flushed/cleansed through and inhibitor added.
5		Test has been completed to certify item 4 above, certificate attached.
6		The system has been balanced correctly.
7		The gas appliance has been correctly gas rated.
8		The gas installation is sound. LGSR attached
9		The electrical installation conforms to the IEE regulations, certificate attached
10		The Flue has been checked is sound, secure and conforms to all regulations
11		The chimney has been swept and the certificate is attached.
12		The system is watertight and conforms to all by-law requirements.
13		The system has been thoroughly heat tested.
14		CO detector is present and working correctly
15		Appropriate Building Regulation Certificate applied for.
16		The resident has been provided the emergency telephone number, Contractor's information card, and has been instructed on how the system operates and how to use it economically and provided with operating instructions and radiator keys (where applicable).
17		Scaffold Certificate attached if applicable
18		Benchmark Book completed correctly
19		Building Regulation Compliance Certificate applied for.

Appendix 4 – New Works

I confirm that the installation is in good working order as specified and that all the contract requirements and specification have been complied with and the installation is now ready for handover and inspection.

COMMENTS:

Contract Supervisors Signature:

Name:

I the Resident certify the heating system has been installed, I have been instructed on its use, provided with a user guide, I am happy with the works completed and that the system is functioning as I would expect.

Resident's Name

Signature Date

Appendix B

KPIs

KPI	Objective	Performance Measure	Target	Reporting Frequency
1	Appointments	The % of appointments that are made and kept	100%	Monthly
2	Repairs Completed within timescale	Look at the % volume of repairs and how many have been completed within the timescales	98%	Monthly
3	Programme Delivery	% of planned installations completed	100%	Monthly
4	Customer Satisfaction	% of acceptable satisfaction Surveys	90%	Monthly
5	Official complaints received	How many complaints we have received in a month	2%	Monthly
CMI	Objective	Performance Measure	Target	Reporting Frequency
1	Right First time	% of repairs completed on initial visit or same day visit	85%	Monthly
1A	Repairs Completed within timescale- emergency	% of repairs completed within the 4 hour timescale	98%	Monthly
1B	Repairs Completed within timescale - Vital	% Repairs completed within timescale 24hrs	98%	Monthly
2	Repairs Completed within timescale - Urgent	% Repairs completed within timescale 3 Days	98%	Monthly
3	Repairs Completed within timescale - Routine	% Repairs completed within timescale 7 Days	98%	Monthly
4	Repair Appointments	% Attended to by Contractor to any repair	98%	Monthly
5	Installation Appointments	% Attended by contractor on appointment day	98%	Monthly
6	Reactive Installations	% Amount completed within timescale	95%	Monthly

Appendix C

Commercial Asset List

Client	UPRN	No	Addr1	Addr2	Post Code
Folkestone & Hythe District Council	BLK1332	Romney Marsh House	Orgarswick Avenue	Dymchurch	TN29 0PP
Folkestone & Hythe District Council	BLK845	Win Pine House	Lyell Close	Hythe	CT21 5JD
Folkestone & Hythe District Council	BLK112A	Green Court	Green Lane	Folkestone	CT19 6QS
Folkestone & Hythe District Council	BLK80A	Churchill Court	Cinque Ports Avenue	Hythe	CT21 6HR
Folkestone & Hythe District Council	BLK1209	Mittell Court	Vinelands	Lydd	TN29 9BJ
Folkestone & Hythe District Council	BLK406	Bradfoord Court 1-49	Foord Road	Folkestone	CT20 1HL
Folkestone & Hythe District Council	BLK236A	Stockham Court	Elventon Close	Cheriton	CT19 4QP
Folkestone & Hythe District Council	BLK1137A	Nailbourne Court	Palm Tree Way	Lyminge	CT18 8LX
Folkestone & Hythe District Council	BLK2010	Glenlee 1-10	33 Cheriton Gardens	Folkestone	CT20 2AP
Folkestone & Hythe District Council	BLK822	Mackeson Court	Military Road	Hythe	CT21 5BJ
Folkestone & Hythe District Council	BLK834	Halliday Court	Sir John Moore Avenue	Hythe	CT21 5DQ
Folkestone & Hythe District Council	BLK1017	Prescott House	Rolfe Lane	New Romney	TN28 8JR

Folkestone & Hythe District Council	SDCPRO010350B01800	18 Bradfoord Court	Foord Road	Folkestone	CT20 1HL
Folkestone & Hythe District Council	SDCPRO150230L00700	7 Halliday Court	Sir John Moore Avenue	Hythe	CT21 5DQ
Folkestone & Hythe District Council	SDCPRO010350B02200	22 Bradfoord Court	Foord Road	Folkestone	CT20 1HL
Folkestone & Hythe District Council	SDCPRO010350B04800	48 Bradfoord Court	Foord Road	Folkestone	CT20 1HL
Folkestone & Hythe District Council	SDCPRO010350B03700	37 Bradfoord Court	Foord Road	Folkestone	CT20 1HL
Folkestone & Hythe District Council	SDCPRO010350B02400	24 Bradfoord Court	Foord Road	Folkestone	CT20 1HL
Folkestone & Hythe District Council	SDCPRO010350B00600	6 Bradfoord Court	Foord Road	Folkestone	CT20 1HL
Folkestone & Hythe District Council	SDCPRO150190A01700	17 Mackeson Court	Military Road	Hythe	CT21 5BJ
Folkestone & Hythe District Council	SDCPRO150190A01200	12 Mackeson Court	Military Road	Hythe	CT21 5BJ
Folkestone & Hythe District Council	SDCPRO150180A02300	23 Win Pine House	Lyell Close	Hythe	CT21 5JD
Folkestone & Hythe District Council	SDCPRO150180A02700	27 Win Pine House	Lyell Close	Hythe	CT21 5JD
Folkestone & Hythe District Council	SDCPRO010350B01100	11 Bradfoord Court	Foord Road	Folkestone	CT20 1HL
Folkestone & Hythe District Council	SDCPRO010350B04500	45 Bradfoord Court	Foord Road	Folkestone	CT20 1HL
Folkestone & Hythe District Council	SDCPRO150190A03500	35 Mackeson Court	Military Road	Hythe	CT21 5BJ
Folkestone & Hythe District Council	SDCPRO010350B02700	27 Bradfoord Court	Foord Road	Folkestone	CT20 1HL
Folkestone & Hythe District Council	SDCPRO010350B02800	28 Bradfoord Court	Foord Road	Folkestone	CT20 1HL
Folkestone & Hythe District Council	SDCPRO010350B01400	14 Bradfoord Court	Foord Road	Folkestone	CT20 1HL
Folkestone & Hythe District Council	SDCPRO150180A01900	19 Win Pine House	Lyell Close	Hythe	CT21 5JD
Folkestone & Hythe District Council	SDCPRO010350B00500	5 Bradfoord Court	Foord Road	Folkestone	CT20 1HL
Folkestone & Hythe District Council	SDCPRO220150A00300	3 Romney Marsh House	Orgarswick Avenue	Dymchurch	TN29 OPP
Folkestone & Hythe District Council	SDCPRO220150A02500	25 Romney Marsh House	Orgarswick Avenue	Dymchurch	TN29 OPP
Folkestone & Hythe District Council	SDCPRO150190A02000	20 Mackeson Court	Military Road	Hythe	CT21 5BJ
Folkestone & Hythe District Council	SDCPRO010350B03600	36 Bradfoord Court	Foord Road	Folkestone	CT20 1HL
Folkestone & Hythe District Council	SDCPRO010350B02600	26 Bradfoord Court	Foord Road	Folkestone	CT20 1HL
Folkestone & Hythe District Council	SDCPRO150180A04100	41 Win Pine House	Lyell Close	Hythe	CT21 5JD
Folkestone & Hythe District Council	SDCPRO150230L02000	20 Halliday Court	Sir John Moore Avenue	Hythe	CT21 5DQ
Folkestone & Hythe District Council	SDCPRO010350B01900	19 Bradfoord Court	Foord Road	Folkestone	CT20 1HL
Folkestone & Hythe District Council	SDCPRO010350B04300	43 Bradfoord Court	Foord Road	Folkestone	CT20 1HL
Folkestone & Hythe District Council	SDCPRO010350B01500	15 Bradfoord Court	Foord Road	Folkestone	CT20 1HL
Folkestone & Hythe District Council	SDCPRO010350B01600	16 Bradfoord Court	Foord Road	Folkestone	CT20 1HL
Folkestone & Hythe District Council	SDCPRO010350B04700	47 Bradfoord Court	Foord Road	Folkestone	CT20 1HL
Folkestone & Hythe District Council	SDCPRO090130A02000	20 Nailbourne Court	Palm Tree Way	Lyminge	CT18 8LX
Folkestone & Hythe District Council	SDCPRO180220A01600	16 Mittell Court	Vinelands	Lydd	TN29 9BJ
Folkestone & Hythe District Council	SDCPRO150230L01100	11 Halliday Court	Sir John Moore Avenue	Hythe	CT21 5DQ
Folkestone & Hythe District Council	SDCPRO010350B00900	9 Bradfoord Court	Foord Road	Folkestone	CT20 1HL
Folkestone & Hythe District Council	SDCPRO150230L02200	22 Halliday Court	Sir John Moore Avenue	Hythe	CT21 5DQ
Folkestone & Hythe District Council	SDCPRO220150A03300	33 Romney Marsh House	Orgarswick Avenue	Dymchurch	TN29 OPP
Folkestone & Hythe District Council	SDCPRO150230L02800	28 Halliday Court	Sir John Moore Avenue	Hythe	CT21 5DQ
Folkestone & Hythe District Council	SDCPRO180220A00600	6 Mittell Court	Vinelands	Lydd	TN29 9BJ
Folkestone & Hythe District Council	SDCPRO010240A03303	3 Glenlee	33 Cheriton Gardens	Folkestone	CT20 2AP
Folkestone & Hythe District Council	SDCPRO220150A00400	4 Romney Marsh House	Orgarswick Avenue	Dymchurch	TN29 OPP
Folkestone & Hythe District Council	SDCPRO180220A02600	26 Mittell Court	Vinelands	Lydd	TN29 9BJ
Folkestone & Hythe District Council	SDCPRO180220A00100	1 Mittell Court	Vinelands	Lydd	TN29 9BJ
Folkestone & Hythe District Council	SDCPRO150190A03400	34 Mackeson Court	Military Road	Hythe	CT21 5BJ
Folkestone & Hythe District Council	SDCPRO150190A03300	33 Mackeson Court	Military Road	Hythe	CT21 5BJ
Folkestone & Hythe District Council	SDCPRO090130A01200	12 Nailbourne Court	Palm Tree Way	Lyminge	CT18 8LX
Folkestone & Hythe District Council	SDCPRO090130A01800	18 Nailbourne Court	Palm Tree Way	Lyminge	CT18 8LX
Folkestone & Hythe District Council	SDCPRO010350B02000	20 Bradfoord Court	Foord Road	Folkestone	CT20 1HL
Folkestone & Hythe District Council	SDCPRO090130A01500	15 Nailbourne Court	Palm Tree Way	Lyminge	CT18 8LX
Folkestone & Hythe District Council	SDCPRO150230L02600	26 Halliday Court	Sir John Moore Avenue	Hythe	CT21 5DQ
Folkestone & Hythe District Council	SDCPRO090130A01300	13 Nailbourne Court	Palm Tree Way	Lyminge	CT18 8LX
Folkestone & Hythe District Council	SDCPRO180220A00700	7 Mittell Court	Vinelands	Lydd	TN29 9BJ
Folkestone & Hythe District Council	SDCPRO090130A01700	17 Nailbourne Court	Palm Tree Way	Lyminge	CT18 8LX
Folkestone & Hythe District Council	SDCPRO090130A00100	1 Nailbourne Court	Palm Tree Way	Lyminge	CT18 8LX

Appendix D
Not used

Appendix E
Not used

Appendix F

Processing Personal Data

Schedule of Processing, Personal Data and Data Subjects

Schedule: Processing, Personal Data and Data Subjects

This Schedule shall be completed by the Controller, who may take account of the view of the Processors,¹ however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

The contact details of the Controllers' Data Protection Officers are:

Amandeep Khroud
 The District Council of Folkestone and Hythe, Civic Centre, Castle Hill Avenue,
 Folkestone, Kent CT20 2QY
data.protection@folkestone-hythe.gov.uk
 or such other person as may be appointed

The contact details of the Processor's Data Protection Officer are:

██████████ or such other person as may be appointed

1. The Processor shall comply with any further written instructions with respect to processing by the Controller.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, The District Council of Folkestone and Hythe is the Controller and the Contractor is the Processor in accordance with Clause 1.1.
Subject matter of the processing	This processing is needed in order to ensure that the Controllers can effectively manage housing to tenants and/or leaseholders of properties owned by The District Council of Folkestone and Hythe This Contract concerns the repair and servicing of commercial communal gas heating systems and in addition any associated works.
Duration of the processing	From the date of execution of this Contract for the duration of the Contract Period

¹ For the terms of this agreement, the Contractor is acknowledged to be the data Processor

Nature and purposes of the processing	The nature of the processing is the Contractor making contact with residents of the properties owned by The District Council of Folkestone and Hythe to enable access for the works.
Type of Personal Data being Processed	<p>Data to be processed includes:</p> <p>Names, address, telephone number.</p> <p>Potentially, the Processor may be provided with information indicating that the data subject may be potentially violent (PVP marker) and/or details of any disability. Where there is a disability or other special need, details of next of kin and/or helper may be passed to the Processor.</p>
Categories of Data Subject	Tenants of properties owned by The District Council of Folkestone and Hythe.
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>Data passed to the Processor will be retained for the duration of the contract.</p> <p>The Processor shall, within four weeks of the end of the contract, securely dispose of all data shared during the course of this contract.</p> <p>The Processor will issue a certificate of deletion to the Controller.</p>

Appendix G

Parent Company Guarantee

FORM OF PARENT COMPANY GUARANTEE

THIS DEED is made the day of 2022

BY

- (1) **SWALE HEATING HOLDINGS LTD** (Company Registration No. 13086502) whose registered office is at C/O Swale Heating Limited, Heard Way, Eurolink Industrial Estate, Sittingbourne, Kent, United Kingdom, ME10 3SA ("the Guarantor")

IN FAVOUR OF

- (2) **THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE** of the Civic Centre, Castle Hill Avenue, Folkestone, Kent CT20 2QY ("the Employer")

WHEREAS

- A. This Deed is supplemental to a contract ("the Contract") made between the Employer of the one part and **SWALE HEATING LIMITED** (company registration no. 1076034) whose registered office is at Heard Way, Eurolink Industrial Estate, Sittingbourne, Kent ME10 3SA ("the Contractor") of the other part whereby the Contractor has agreed to provide commercial Gas, Solid Fuel & Non-Gas Heating Servicing, Repairs, Maintenance and Installations ("the Works") upon the terms and conditions more particularly described in the Contract.
- B. The Guarantor has control over the Contractor, within the meaning of section 1124 of the Corporation Tax Act 2010.
- C. The Guarantor has agreed to guarantee the due performance of the Contract.

NOW THE GUARANTOR HEREBY COVENANTS with the Employer as follows:

1. The Guarantor unconditionally and irrevocably guarantees to the Employer that if any sums are due and owing to the Employer by the Contractor pursuant to the terms of the Contract and there is any default in any payment of such sums the Guarantor shall forthwith on first demand by the Employer unconditionally pay such sums to the Employer in full together with all costs and expenses which the Employer may incur in enforcing this Guarantee.
2. The Guarantor unconditionally and irrevocably undertakes fully and promptly to indemnify the Employer against all damages, costs, claims, losses, demands, liabilities and expenses that may be suffered or incurred by the Employer by reason of any default on the part of the Contractor in performing and observing the terms and conditions of the Contract and in particular such

costs and expenses as may be incurred as a result of a third party providing all or any part of the Works (as defined in the Contract) by reason of a failure by the Contractor to provide the Works in accordance with the terms of the Contract.

3. Upon being required to do so by the Employer by notice in writing, the Guarantor shall at its own expense perform or take whatever steps may be necessary to procure the performance of the Contractor's obligations under the Contract and shall from the date of such notice assume jointly and severally with the Contractor all the rights and obligations of the Contract in every way as if the Guarantor were a party thereto, and the performance of the Contract shall continue as if the Guarantor and the Employer had been the original parties to the Contract;
4. The Guarantor shall not be discharged or released from this Guarantee nor shall its liability under this Guarantee be affected or impaired:
 - (i) by any agreement, conduct or forbearance between or afforded to the Contractor by the Employer;
 - (ii) by reason of any alteration in the obligations undertaken by the Contractor;
 - (iii) by any forbearance whether as to payment, time, performance or otherwise; or
 - (iv) as a result of any change in the constitution of the Guarantor, the Contractor or the Employer.
5. The Employer shall not be obliged to require payment from the Contractor before enforcing the terms of this Guarantee and the Guarantor shall be treated in all respects as being jointly and severally liable with the Contractor for all liabilities obligations and undertakings of the Contractor as provided in the Contract.
6. This Guarantee shall remain in full force and effect until the expiry of the Contract and until all the obligations of the Contractor under the Contract have been satisfied in full and this Guarantee is in addition to and not in substitution for any other guarantee, undertaking, indemnity, security or other obligation given or owing to the Employer in respect of sums due or liabilities arising pursuant to the terms of the Contract.
7. If any monies shall become payable under or in respect of this Guarantee then, so long as any monies due and owing by the Contractor to the Employer under the terms of the Contract remain unpaid, Guarantor shall not:
 - (i) in respect of the amounts paid by the Guarantor under this Guarantee seek to enforce repayment by subrogation or otherwise;
 - (ii) in the event of the insolvency, winding up, liquidation or dissolution of the Contractor prove in competition with the Employer in respect of any monies owing to the Guarantor by the Contractor on any account

whatsoever but will give to the Employer the benefit of any such proof and all monies to be so received in respect thereof.

8. All demands made by the Employer under this Guarantee shall be made in writing and sent to the Guarantor at the address set out above or such other address as may be notified in writing by the Guarantor to the Employer. Such demands shall be deemed to have been received by the Guarantor on the next working day after the date of transmission, whether by post or facsimile transmission.
9. No failure to exercise or delay in exercising any right, power or privilege hereunder on the part of the Employer shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or exercise of any other right, power or privilege. The rights and remedies provided herein are cumulative and exclusive of any rights or remedies provided by the law.
10. The Guarantor hereby warrants and represents to the Employer that it has full power and authority to enter into and perform its obligations under this Guarantee.
11. The Guarantor shall procure that, during the term of this guarantee, there shall be no change of control of the Contractor. "Control" shall bear the meaning given in section 1124 of the Corporation Tax Act 2010.
12. This Guarantee shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

IN WITNESS whereof the Guarantor has executed this Guarantee as a deed the day and year first before-written

EXECUTED BY SWALE HEATING HOLDINGS LIMITED

acting by two directors or by one director and the company secretary

Director	Signature:
	Name IN CAPITALS:

Director / Company Secretary	Signature:
-------------------------------------	-------------------



	Name IN CAPITALS:
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THE COMMON SEAL of
THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE
was hereunto affixed in the presence of:

.....
Authorised Officer

Appendix H

Performance Bond

PERFORMANCE BOND

THIS PERFORMANCE BOND is made as a Deed on the _____ day
of _____ 2022

BETWEEN

(1) **SWALE HEATING LIMITED** (company registration no. 1076034)
whose registered office is at Heard Way, Eurolink Industrial Estate,
Sittingbourne, Kent ME10 3SA (“the Contractor”)

and

(2) **[SURETY]** whose registered office is situated at [*-address of Surety-*]
 (“the Surety”)

IN FAVOUR OF

FOLKESTONE & HYTHE DISTRICT COUNCIL of the Civic Centre, Castle
Hill Avenue, Folkestone CT20 2QY (hereinafter called “the Employer”)

WHEREAS

By a contract dated the day of 20.. made between
the Employer and the Contractor (hereinafter called “the Contract”) the
Contractor has contracted with the Employer to provide commercial Gas,
Solid Fuel & Non-Gas Heating Servicing, Repairs, Maintenance and
Installations works (described herein as “the Works”) in accordance with the
terms of the said Contract.

The Surety has agreed with the Contractor to guarantee in favour of the
Employer performance of the obligations of the Contractor under the Contract
upon the terms and conditions of this Contract Guarantee Bond subject to the
limitation set out in Clause 5 below.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES as follows:

1. The Surety irrevocably guarantees to the Employer that in the event of
any breach of the Contract by the Contractor or on the termination of
the Contract or the Contractor’s employment thereunder by reason of
any act, omission, breach or default of the Contractor, the insolvency of
the Contractor or any fraud or corruption by the Contractor (each of
which hereinafter called an “Event of Default”) the Surety shall, subject
to the provisions of this Contract Guarantee Bond, satisfy and
discharge all damages, claims, costs, losses, expenses, liabilities,
losses of profit and losses of use (including consequential losses) (“the

Damages”) sustained by the Employer as established and ascertained in accordance with Clause 5 below.

2. The maximum aggregate liability of the Surety and the Contractor under this Contract Guarantee Bond shall be ten per cent (10%) of the total contract price of [] and the parties hereto agree the liability of the Surety and the Contractor hereunder shall be joint and several and the liability of the Surety shall be co-extensive with the liability of the Contractor under the Contract.
3. The Contractor and the Surety shall not be released and/or discharged from the obligations contained in this Contract Guarantee Bond in the event of either or any of the following:
 - (a) any change in the nature or extent of the Works being or being due to be performed under the Contract;
 - (b) any alteration to the terms, conditions and/or other provisions of the Contract;
 - (c) any allowance of time, forbearance, indulgence, relaxation or other concession granted by the Employer to the Contractor under the Contract in respect of its obligations thereunder;
 - (d) any compromise or settlement of any dispute between the Employer and the Contractor (but so that the Employer shall not pursue against the Surety a remedy contrary to the terms of any such compromise or settlement in so far as the Contractor shall have complied with such terms);
 - (e) any act or default of the Employer or its officers or by any breach or alleged breach of the Contract by the Employer; and/or
 - (f) any determination, termination or other cessation of the Contract for any reason whatsoever.
4. The Surety’s obligations and liabilities under this Contract Guarantee Bond shall continue notwithstanding any disclaimer of the Contract by a liquidator, receiver or administrator appointed to the Contractor and the Contract shall for the purposes of this Contract Guarantee Bond be deemed to continue notwithstanding any such disclaimer.
5. The Damages sustained by the Employer by reason of an Event of Default (which shall where applicable include the fees of the expert appointed in accordance with Clause 5(c) below) shall be ascertained and established (at the discretion of the Employer) by either:
 - (a) written confirmation signed on behalf of the Employer and countersigned by the Contractor as to the amount of the

Damages payable to the Employer by reason of an Event of Default; or

- (b) a copy of a judgement of a court having jurisdiction or a copy of any award issued in arbitration or like proceedings carried out in conformity with the terms of the Contract; or
 - (c) the written determination of a professional expert qualified and experienced in the relevant area who shall be agreed between the Employer and the Surety or in default of agreement shall be appointed by the President for the time being of the Law Society and who shall act as expert and not as arbitrator.
6. If an Event of Default shall occur, notwithstanding that the Damages sustained by the Employer shall not have been ascertained and established in accordance with the provisions of Clause 5 above, the Employer may and shall at any time before the Expiry Date (as defined in Clause 7) give notice in writing to the Contractor and the Surety specifying the nature of the Event of Default and making a claim under the terms of this Contract Guarantee Bond.
7. This Contract Guarantee Bond shall remain in full force and effect until not less than twenty four (24) months after the expiry of the Supply Contract Period or, in the event that the Contract is extended pursuant to the Conditions thereof, twenty four months (24) after the expiry of such extension period ("the Expiry Date") on which date the obligations of the Surety under this Contract Guarantee Bond shall be released and discharged absolutely save in respect of any Event of Default which has occurred and in respect of which a claim in writing containing particulars of such Event of Default has been made upon the Surety before such date.
8. The Contract Guarantee Bond shall be governed by and construed in accordance with English Law and the English Courts shall have jurisdiction over any dispute or difference which may arise between the parties hereto out of or in connection with this Contract Guarantee Bond.
9. The parties hereto intend this Contract Guarantee to take effect as a Deed.

IN WITNESS whereof the parties hereto have executed this Contract
Guarantee Bond as a Deed on the day and year first before written

EXECUTED AS A DEED by

[Company] acting by:

Director	Signature
	Name IN CAPITALS

Director/ Company Secretary	Signature
	Name IN CAPITALS

EXECUTED AS A DEED by

[SURETY] acting by:

Director	Signature
	Name IN CAPITALS

Director/ Company Secretary	Signature
	Name IN CAPITALS

THE COMMON SEAL of
THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE

was hereunto affixed in the presence of:

.....
Authorised Officer

Appendix I

Collateral Warranty

DATED

SUB-CONTRACTOR'S COLLATERAL WARRANTY TO EMPLOYER

relating to

**THE PROVISION OF COMMERCIAL GAS, SOLID FUEL & NON-GAS
HEATING SERVICING, REPAIRS, MAINTENANCE AND INSTALLATIONS**

between

[SUB-CONTRACTOR]

and

[BENEFICIARY]

and

SWALE HEATING LIMITED

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THIS AGREEMENT is dated [DATE]

PARTIES

- (1) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Sub-Contractor**).
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Beneficiary**).
- (3) SWALE HEATING LIMITED (company registration no. 1076034[]) whose registered office is at Heard Way, Eurolink Industrial Estate, Sittingbourne, Kent ME10 3SA (**Contractor**).

BACKGROUND

- (A) The Beneficiary has engaged the Contractor to carry out commercial Gas, Solid Fuel & Non-Gas Heating Servicing, Repairs, Maintenance and Installations.
- (B) The Contractor has engaged the Sub-Contractor to carry out part of those works.
- (C) The Beneficiary and the Contractor require the Sub-Contractor to enter into a collateral warranty in favour of the Beneficiary.
- (D) The Sub-Contractor has agreed to enter into this agreement with the Contractor and the Beneficiary for the benefit of the Beneficiary.
- (E) The Beneficiary has paid £1 to the Sub-Contractor and the Contractor as consideration under this agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Building Contract: an agreement in writing dated [DATE] between the Beneficiary and the Contractor.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Construction Products Regulations: the Construction Products Regulations 2013 (SI 2013/1387), the Construction Products Regulation (305/2011/EU), the

Construction Products Regulations 1991 (SI 1991/1620) and the Construction Products Directive (89/109/EC).

Deleterious: materials, equipment, products or kits that are generally accepted, or generally suspected, in the construction industry at the relevant time as:

- (a) posing a threat to the health and safety of any person; or
- (b) posing a threat to the structural stability, performance or physical integrity of the Works or any part or component of the Works; or
- (c) reducing, or possibly reducing, the normal life expectancy of the Works or any part or component of the Works; or
- (d) not being in accordance with any relevant British Standard, relevant code of practice, good building practice or any applicable agrément certificate issued by the British Board of Agrément; or
- (e) having been supplied or placed on the market in breach of the Construction Products Regulations.

Funder: a person that has provided, or is to provide, finance in connection with:

- (a) the whole or any part of the Works or the completed Works; or
- (b) the site of the Works,

whether that person acts on its own account, as agent for a syndicate of other parties or otherwise.

Material: all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Sub-Contract Works and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Sub-Contract Works.

Permitted Uses: the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, facilities management, funding, disposal, letting, fitting-out, advertisement, decommissioning, demolition, reinstatement, extension, building information modelling and repair of the Property and the Works.

Property: various properties as described in the Building Contract.

Sub-Contract: an agreement in writing dated [DATE] between the Contractor and the Sub-Contractor.

Sub-Contract Works: the completion of the building works referred to in the Sub-Contract, carried out by the Sub-Contractor under the Sub-Contract.

Works: the completion of the building works referred to in the Building Contract, carried out by or on behalf of the Contractor under the Building Contract.

1.2 Clause headings shall not affect the interpretation of this agreement.

- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 A reference to **writing** or **written** includes fax and email.
- 1.12 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this agreement) at any time.
- 1.13 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.
- 1.14 References to clauses are to the clauses of this agreement.
- 1.15 Unless otherwise expressly provided, the obligations and liabilities of **PARTIES** under this agreement are joint and several.

- 1.16 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. COMPLY WITH SUB-CONTRACT

2.1 The Sub-Contractor warrants to the Beneficiary that:

- (a) it has complied, and shall continue to comply, with its obligations under the Sub-Contract, including its obligations to:
 - (i) carry out and complete the Sub-Contract Works properly; and
 - (ii) use workmanship and materials of the quality and standard specified in the Sub-Contract;
- (b) without affecting clause 2.1(a), and to the extent that it takes responsibility for the same under the Sub-Contract, it:
 - (i) has designed, or will design, the Sub-Contract Works; and
 - (ii) has selected, or will select, goods, materials, plant and equipment for incorporation in the Sub-Contract Works,

with all the reasonable skill, care and diligence to be expected of a qualified and experienced architect (or other appropriate professional designer) undertaking the design of works similar in scope and character to the Sub-Contract Works; and
- (c) it has not and will not specify or use anything in the Sub-Contract Works, which, at the time of specification or use, is Deleterious.

2.2 In proceedings for breach of this clause 2, the Sub-Contractor may:

- (a) rely on any limit of liability or other term of the Sub-Contract; and
- (b) raise equivalent rights of defence as it would have had, if the Beneficiary had been named as a joint employer, with the Contractor, under the Sub-Contract (for this purpose not taking into account any set-off or counterclaim against the actual contractor under the Sub-Contract).

2.3 The Sub-Contractor's duties or liabilities under this agreement shall not be negated or diminished by:

- (a) any approval or inspection of:
 - (i) the Property; or
 - (ii) the Works; or
 - (iii) the Sub-Contract Works; or
 - (iv) any designs or specifications for the Property or the Works; or

- (b) any testing of any work, goods, materials, plant or equipment; or
- (c) any omission to approve, inspect or test,

by or on behalf of the Beneficiary or the Contractor.

2.4 This agreement shall not negate or diminish any duty or liability otherwise owed to the Beneficiary by the Sub-Contractor.

3. [STEP-IN RIGHTS: SUB-CONTRACTOR MAY NOT TERMINATE OR DISCONTINUE

3.1 The Sub-Contractor shall not exercise, or seek to exercise, any right to:

- (a) terminate its employment under the Sub-Contract; or
- (b) discontinue the performance of the Sub-Contract Works,

for any reason (including any breach on the part of the Contractor) without giving the Beneficiary at least 20 Business Days' written notice of its intention to do so. Any notice from the Sub-Contractor shall specify the grounds for the Sub-Contractor's proposed termination or discontinuance.

3.2 If the Sub-Contract allows the Sub-Contractor a shorter notice period for the exercise of a right referred to in clause 3.1, the notice period in the Sub-Contract shall be extended to take account of the notice period required under clause 3.1.

3.3 The Sub-Contractor's right to terminate its employment under the Sub-Contract, or to discontinue the performance of the Sub-Contract Works, shall cease if, within the period referred to in clause 3.1, the Beneficiary gives notice to the Sub-Contractor, copied to the Contractor:

- (a) requiring the Sub-Contractor not to terminate its employment or not to discontinue the performance of the Sub-Contract Works under the Sub-Contract;
- (b) acknowledging that the Beneficiary (or its nominee) will assume all the Contractor's obligations under the Sub-Contract; and
- (c) undertaking that the Beneficiary or its nominee will pay to the Sub-Contractor:
 - (i) any sums due and payable to the Sub-Contractor under the Sub-Contract in future; and
 - (ii) any sums then due and payable to the Sub-Contractor under the Sub-Contract that are unpaid.

3.4 If the Beneficiary or its nominee serves notice on the Sub-Contractor under clause 3.3, then, from the date of service of the notice, the Sub-Contract shall continue in

full force and effect, as if it had been entered into between the Sub-Contractor and the Beneficiary (to the exclusion of the Contractor).

- 3.5 In complying with this clause 3, the Sub-Contractor:
- (a) does not waive any breach of the Sub-Contract or default under the Sub-Contract by the Contractor; and
 - (b) may exercise its right to terminate its employment under the Sub-Contract or discontinue the performance of the Sub-Contract Works after the expiry of the notice period referred to in clause 3.1, unless the Sub-Contractor's right to terminate or discontinue has ceased under clause 3.3.]¹

4. [STEP-IN RIGHTS: BENEFICIARY MAY STEP-IN

- 4.1 Without affecting clause 3.1, if the Beneficiary serves a notice on the Sub-Contractor, copied to the Contractor, that:
- (a) confirms that the Beneficiary wishes to step-in to the Sub-Contract; and
 - (b) complies with the requirements for a Beneficiary's notice under clause 3.3,

then, from the date of service of the notice, the Sub-Contract shall continue in full force and effect, as if it had been entered into between the Sub-Contractor and the Beneficiary (to the exclusion of the Contractor).

- 4.2 The Sub-Contractor shall assume that, between the Contractor and the Beneficiary, the Beneficiary may give a notice under clause 4.1. The Sub-Contractor shall not enquire whether the Beneficiary may give that notice.
- 4.3 In complying with this clause 4, the Sub-Contractor does not waive any breach of the Sub-Contract or default under the Sub-Contract by the Contractor.]²

5. [STEP-IN RIGHTS: SUB-CONTRACTOR'S POSITION AND CONTRACTOR'S CONSENT

- 5.1 The Sub-Contractor shall not incur any liability to the Contractor by acting in accordance with clause 3 or clause 4.
- 5.2 The Contractor has executed this agreement to confirm its consent to the agreement.]³

¹ Insert if beneficiary is to receive step in rights

² Insert if beneficiary is to receive step in rights

³ Insert if beneficiary is to receive step in rights

6. [STEP-IN RIGHTS: BENEFICIARY'S GUARANTEE

If a Beneficiary's notice under clause 3 or clause 4 refers to the Beneficiary's nominee, the Beneficiary shall be liable to the Sub-Contractor, as guarantor, for the payment of any sums due and payable from time to time to the Sub-Contractor from the Beneficiary's nominee.]⁴

7. NO INSTRUCTIONS TO SUB-CONTRACTOR BY BENEFICIARY

[Unless the Beneficiary has stepped-in under clause 3 or clause 4,]⁵ the Beneficiary may not give instructions to the Sub-Contractor under this agreement.

8. COPYRIGHT

8.1 The Sub-Contractor grants to the Beneficiary, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, the Sub-Contractor for any purpose relating to the Works and the Property, including any of the Permitted Uses.

8.2 This licence allows the Beneficiary to use the Material in connection with any extension of the Project, but not to reproduce the designs contained in the Material in any such extension.

8.3 This licence carries the right to grant sub-licences and is transferable to third parties without the consent of the Sub-Contractor.

8.4 The Sub-Contractor shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.

8.5 The Beneficiary may request a copy or copies of (some or all of) the Material from the Sub-Contractor. On the Beneficiary's payment of the Sub-Contractor's reasonable charges for providing the copy (or copies), the Sub-Contractor shall provide the copy (or copies) to the Beneficiary.

9. PROFESSIONAL INDEMNITY INSURANCE

9.1 The Sub-Contractor shall maintain professional indemnity insurance for an amount of at least £[SUM] [for any one occurrence or series of occurrences arising out of any one event **OR** in the annual aggregate] for a period beginning on the date of this agreement and ending [six **OR** 12] years after the date of practical completion of the

⁴ Insert if beneficiary is to receive step in rights

⁵ Insert if beneficiary is to receive step in rights

Works, provided that such insurance is available at commercially reasonable rates. The Sub-Contractor shall maintain that professional indemnity insurance:

- (a) with reputable insurers lawfully carrying on insurance business in the UK;
- (b) on customary and usual terms and conditions prevailing for the time being in the insurance market; and
- (c) on terms that:
 - (i) do not require the Sub-Contractor to discharge any liability before being entitled to recover from the insurers; and
 - (ii) would not adversely affect the rights of any person to recover from the insurers under the Third Parties (Rights Against Insurers) Act 1930.

9.2 Any increased or additional premium required by insurers because of the Sub-Contractor's claims record or other acts, omissions, matters or things particular to the Sub-Contractor shall be deemed to be within commercially reasonable rates.

9.3 The Sub-Contractor shall not, without the Beneficiary's written consent:

- (a) settle or compromise any claim with the insurers that relates to a claim by the Beneficiary against the Sub-Contractor; or
- (b) by any act or omission lose or affect the Sub-Contractor's right to make, or proceed with, that claim against the insurers.

9.4 The Sub-Contractor shall immediately inform the Beneficiary if the Sub-Contractor's required professional indemnity insurance ceases to be available at commercially reasonable rates [and terms], so that the Sub-Contractor and the Beneficiary can discuss how best to protect the respective positions of the Beneficiary and the Sub-Contractor regarding the Works and the Property, without that insurance.

9.5 Whenever the Beneficiary reasonably requests, the Sub-Contractor shall send the Beneficiary evidence that the Sub-Contractor's professional indemnity insurance is in force, including, if required by the Beneficiary, an original letter from the Sub-Contractor's insurers or brokers confirming:

- (a) the Sub-Contractor's then current professional indemnity insurance; and
- (b) that the premiums for that insurance have been paid in full at the date of that letter.

10. LIABILITY PERIOD

The Beneficiary may not commence any legal action against the Sub-Contractor under this agreement after 12 years from the date of practical completion of all of the Works.

11. ASSIGNMENT

11.1 The Beneficiary may assign the benefit of this agreement:

- (a) on two occasions to any person; and
- (b) without counting as an assignment under clause 11.1(a):
 - (i) by way of security to a Funder (including any reassignment on redemption of security); or
 - (ii) to and from subsidiary or other associated companies within the same group of companies as the Beneficiary.

11.2 The Beneficiary shall notify the Sub-Contractor of any assignment. If the Beneficiary fails to do this, the assignment shall still be valid.

11.3 The Sub-Contractor shall not contend that any person to whom the benefit of this agreement is assigned under clause 11.1 may not recover any sum under this agreement because that person is an assignee and not a named party to this agreement.

12. NOTICES

12.1 A notice given to a party under or in connection with this agreement:

- (a) shall be in writing and in English;
- (b) shall be signed by or on behalf of the party giving it;
- (c) shall be sent to the party for the attention of the contact and at the address listed in clause 12.2;
- (d) shall be sent by a method listed in clause 12.4; and
- (e) unless proved otherwise is deemed received as set out in clause 12.4 if prepared and sent in accordance with this clause.

12.2 The parties' addresses and contacts are as set out in this table:

Party	Contact	Address	Fax number	DX number
Sub-Contractor	[POSITION OF CONTACT]	[ADDRESS]	[FAX NUMBER]	[DX NUMBER]
Beneficiary	[POSITION OF CONTACT]	[ADDRESS]	[FAX NUMBER]	[DX NUMBER]
[Contractor]	[POSITION OF CONTACT]	[ADDRESS]	[FAX NUMBER]	[DX NUMBER]

12.3 A party may change its details given in the table in clause 12.2 by giving notice, the change taking effect for the party notified of the change at 9.00 am on the later of:

- (a) the date, if any, specified in the notice as the effective date for the change; or
- (b) the date five Business Days after deemed receipt of the notice.

12.4 This table sets out:

- (a) delivery methods for sending a notice to a party under this agreement; and
- (b) for each delivery method, the corresponding delivery date and time when delivery of the notice is deemed to have taken place provided that all other requirements in this clause have been satisfied and subject to the provisions in clause 12.5:

Delivery method	Delivery date and time
Delivery by hand.	On signature of a delivery receipt.
Pre-paid first class post or other next working day delivery service.	9.00 am] on the second Business Day after posting.
Fax.	At the time of transmission.
Document exchange (DX).	9.00 am on the second Business Day after being put into the DX.

12.5 For the purpose of clause 12.4 and calculating deemed receipt:

- (a) all references to time are to local time in the place of deemed receipt; and
- (b) if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

12.6 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12.7 A notice given under [or in connection with this agreement is not valid if sent by email.

13. THIRD PARTY RIGHTS

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

14. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS whereof this document has been executed as a Deed the day and year first before-written

Executed as a deed by [NAME OF SUB-CONTRACTOR] acting by [NAME OF FIRST DIRECTOR], a director and [NAME OF SECOND DIRECTOR OR SECRETARY],

.....
[SIGNATURE OF FIRST DIRECTOR]
Director
.....
[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]

OR

Executed as a deed by [NAME OF SUB-CONTRACTOR] acting by [NAME OF DIRECTOR], a director, in the presence of:

.....
[SIGNATURE OF DIRECTOR]
Director

.....
[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

Executed as a deed by [NAME OF BENEFICIARY] acting by [NAME OF FIRST DIRECTOR], a director and [NAME OF SECOND DIRECTOR OR SECRETARY],

.....
[SIGNATURE OF FIRST DIRECTOR]
Director
.....
[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]

OR

Executed as a deed by [NAME OF BENEFICIARY] acting by [NAME OF DIRECTOR], a director, in the presence of:

.....
[SIGNATURE OF DIRECTOR]
Director

.....
[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

Executed as a deed by [NAME OF CONTRACTOR] acting by [NAME OF FIRST DIRECTOR], a director and [NAME OF SECOND DIRECTOR OR SECRETARY],

.....
[SIGNATURE OF FIRST DIRECTOR]
Director
.....

[SIGNATURE OF SECOND
DIRECTOR OR SECRETARY]

OR

Executed as a deed by [NAME OF
CONTRACTOR] acting by [NAME
OF DIRECTOR], a director, in the
presence of:

.....
[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND
OCCUPATION] OF WITNESS]

.....
[SIGNATURE OF DIRECTOR]
Director

SCHEDULE 2

Contractor's Tender Document and Clarifications

Further Competition (OJEU 2019S 115-282443) - Supplier Response Document

Heating & Compliancy Management Services (OJEU 2019S 115-282443) Further-Competition (Lot 3) Supplier Response Document



Commercial Heating Servicing and Maintenance August 2022

CONTENTS

- Section 1 – Supplier details
- Section 2 – Technical and quality questions
- Section 3 – Pricing schedule
- Section 4 – Terms & conditions of contract
- Section 5 – Declarations

REQUIRED DOCUMENTS

Please also complete and provide:

- Appendix D – pricing schedule
- sub-contractor information (if applicable)

APPENDICES

Please list any additional documents you have submitted with your tender:

-

*Further Competition (OJEU 2019S 115-282443) - Supplier Response Document***SECTION 1 – SUITABILITY QUESTIONNAIRE****1.1 ORGANISATION DETAILS**

This section is for information only but must be completed in full.

The terms 'the organisation' and 'your organisation' used in this document mean your business, company, charity, partnership or any other type of organisation identified below.

Full name of the organisation submitting this tender	Swale Heating Ltd
Registered office address:	Heard Way Eurolink Industrial Estate Sittingbourne Kent ME10 3SA
Company registration or charity registration number	1076034
VAT registration number	2049848 49
Name of immediate parent company	N/A
Name of ultimate parent company	Swale Heating Holdings Ltd
Type of organisation: <ul style="list-style-type: none"> • public limited company (PLC) • limited company (LTD) • limited liability partnership (LLP) • other partnership • sole trader • third sector (charity) • other (please explain) 	please state which: limited company (LTD)
Are you a Small, Medium or Micro Enterprise (SME)?	No
Contact details for questions about this quotation	
Name:	██████████
Phone:	██████████
Mobile:	██████████
Email:	████████████████████

Further Competition (OJEU 2019S 115-282443) - Supplier Response Document

Sole bidding organisation

You are a 'sole bidding organisation' if this quotation is submitted for your company only. If you intend to use sub-contractors, consultants or other partner organisations to deliver the contract, you do not need to identify them in your response*. Your company will be entirely liable to Folkestone & Hythe District Council (F&HDC) for the delivery of the requirements of the contract.

*Exception: where sub-contractors will play a significant role in the delivery of the services (e.g. more than 50%) please refer to Section 1.1

Consortia, partnerships and joint ventures

If you are quoting for this contract on behalf of a group of companies (a consortium, partnership or joint venture) the following information must be provided:

- Full details of the consortium, partnership or joint venture and
- Information sought in this questionnaire in respect of each of the consortia, partnership or joint venture constituent members as part of a single response.

If you propose to create a separate corporate entity for this contract, you must provide details of the actual or proposed percentage shareholding of the constituent members within the consortium in a separate schedule (how much of the new organisation each member will own).

F&HDC reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 19(6) of the Public Contracts Regulations 2015.

If there is a change in the consortium, partnership or joint venture you must inform F&HDC immediately.

Special Purpose Vehicles (SPV)

You are a 'Special Purpose Vehicle' (SPV) if you have formed (or will form) a new legal entity for the purpose of bidding for this contract, with the intention that this organisation will be awarded the contract.

In addition the member organisation of the special purpose vehicle will be required to be jointly and severally liable to the Council for the delivery of the requirements of the contract, regardless of

- (a) the value of their contributions in respect of the contract sum, time, volume, quality or any other considerations, or
- (b) the future organisational or legal standing of the special purpose vehicle.

You must inform F&HDC of any withdrawal of members of the SPV during or subsequent to the ITT so that the implications of such a withdrawal may be assessed.

Further Competition (OJEU 2019S 115-282443) - Supplier Response Document

Consortia and sub-contracting (please tick)	
a) Your organisation is bidding to deliver the contract itself	✓
b) Your organisation is bidding in the role of prime contractor and intends to use third parties to deliver some of the contract If more than 50% of the work will be completed by sub-contractors, please complete the sub-contractor information template provided.	
c) Bidding organisation is a consortium, joint venture or partnership	
d) Bidding organisation is a special purpose vehicle	
<p>If your answer is (c) or (d)</p> <p>please provide a separate document explaining which member of the group will be responsible for providing each part of the contract.</p>	

1.2 ECONOMIC & FINANCIAL STANDING

This Section is risk based **PASS/FAIL**.

You are not required to submit any financial documents at this time, but F&HDC reserves the right to request further information and or request a credit agency report.

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: we will obtain this information for each member of the group. The threshold for turnover can be met entirely by one member or by a combination of members; it is not necessary for each member to individually meet the threshold.

Is your annual turnover (at the date of the last audited accounts) or your projected annual turnover greater than £330,000 GBP?	Yes
---	-----

1.3 INSURANCE

This Section is **PASS/FAIL**. A bidding organisation will fail if it does not hold or is unwilling to obtain the minimum levels of insurance required.

You are not required to submit any evidence at this time. If you are successful, you will be asked to provide evidence in the form of copies of policies, letters of confirmation from insurers (or Brokers).

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: you must be adequately covered as a whole but may do so through any combination of policies of member organisations.

Further Competition (OJEU 2019S 115-282443) - Supplier Response Document

1.2.1	Is your Public Liability indemnity cover greater than £5 million GBP per incident?	Yes
1.2.2	Is your Employers Liability cover greater than £5 million GBP per incident (or the amount required by law)?	Yes
1.2.3	Is your Professional Indemnity cover greater than £ 2 million GBP per incident?	Yes

SECTION 2 – TECHNICAL AND QUALITY QUESTIONS**2.1 GENERAL DATA PROTECTION**

For the purposes of the Data Protection Legislation, F&HDC is the Data Controller and the contractor will be the Data Processor.

Refer to **Appendix F – Processing Personal Data Schedule**.

2.2.1 Do you have the resources, systems and procedures in place to ensure your organisation will comply with the General Data Protection Regulations and F&HDC's information management policies while performing the contracted services?

If **yes**, please provide details of the measures in place.

If **no**, please detail what measures will be in place before the contract starts.

Yes

We have a GDPR Policy and are registered with the ICO (reg no Z9098772). All staff undergo GDPR training as part of their induction. Annual refresher training is also provided by our Training Manager. Any alleged breaches are investigated with the relevant parties being advised accordingly.

2.2 HEADLINE QUESTIONS

Please note that these questions are pass/fail (a YES will be a pass, a NO will be a fail)

Further Competition (OJEU 2019S 115-282443) - Supplier Response Document

<p>2.2.1 Section 54 of the Modern Slavery Act 2015 requires organisations with a turnover of £36 million or more to develop a slavery and human trafficking statement each year.</p> <p>Does this requirement apply to your organisation?</p> <p>Guidance about the Modern Slavery Act 2015 can be found online (go to gov.uk webpage)</p>	<p>Yes</p>
<p>2.2.2 If you have answered 'yes' to 1.8.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?</p> <p>If yes, provide the web address where your report can be found</p> <p>https://www.swaleheating.com/manuals/Modern_Slavery_Statement-2021.pdf</p>	<p>Yes</p>

2.3 INFORMATION QUESTIONS

These questions are for **information only**. Your tender will not be rejected if the answer is 'no'.

<p>2.3.1 If you have answered 'no' to 1.8.1, do you have a modern slavery policy or measures in place to mitigate the risk of modern slavery in your organisation and in your supply chain?</p> <p>This would include checks made on your staff and people who work for your organisation through subcontractors and agencies.</p> <p>If yes, please provide details of the measures currently in place.</p>	
<p>N/A</p>	
<p>2.3.2 Are all of your employees paid at the National Living Wage (NLW) or higher?</p> <p>The current rate of NLW can be found online (go to gov.uk webpage)</p>	<p>Yes, we pay National Living Wage as a minimum to all our employees, including employees under 25 years of age.</p>

Further Competition (OJEU 2019S 115-282443) - Supplier Response Document

2.3.3 Do you currently have a carbon reduction plan or other measures in place to avoid or minimise the carbon emissions produced by your organisation and in your supply chain?	Yes
2.3.4 Provide an estimated figure for your scope 1 (direct emissions), scope 2 (energy indirect) emissions for your organisation's previous financial year. Guidance on how to calculate this figure can be found online (go to "Small Business User Guide" on gov.uk website)	
Scope 1 - 993,411 kgCO ₂ e Scope 2 – 18,400 kgCO ₂ e	
2.3.5 The estimated annual value of this contract is £165,000. Calculate the estimated annual contract value as a % of your turnover for the last financial year or your estimated turnover for the current financial year (e.g. £165,000 is 5% of £3,306,000). Apply this percentage to your estimated annual emissions to provide an estimate of the CO ₂ that will be emitted in the delivery of this contract. (e.g. if the contract value is estimated at 5% of your turnover, what is 5% of your organisation's scope 1 and scope 2 carbon emissions)	
4,608 kgCO ₂ e	

2.4 WEIGHTED QUESTIONS**Q1. Performance Management (12%)**

Explain how you will proactively manage the service to maintain a planned programme and achieve the repairs and servicing levels required.

Your answer should include:

- How you will ensure you have sufficient resource and capacity from the commencement date;
- How you will resource for gas servicing and repair, electric heating and hot water breakdowns, and alternative energy heating systems and hot water breakdowns;
- How you will monitor performance standards and what preventative and corrective actions you will take to achieve the service levels; and
- How you will provide performance information to F&HDC.

Max. 1500 words

Further Competition (OJEU 2019S 115-282443) - Supplier Response Document

[Redacted content]

Further Competition (OJEU 2019S 115-282443) - Supplier Response Document

[Redacted content]

Further Competition (OJEU 2019S 115-282443) - Supplier Response Document

[Redacted text block]

Q2. LGSR Compliance (12%)

How will you achieve and maintain 100% LGSR compliance?

Your answer should include:

- An outline of your access procedure;
- What you will do to maximise access;
- How you will handle difficult to access properties; and
- How you will handle refused or failed access.

Max. 1000 words

[Redacted text block]

Further Competition (OJEU 2019S 115-282443) - Supplier Response Document

[Redacted content]

Further Competition (OJEU 2019S 115-282443) - Supplier Response Document

[Redacted content]

Further Competition (OJEU 2019S 115-282443) - Supplier Response Document

Q3. Call-out and Repairs Process (12%)

What is the process for repairs callouts from point of call to completing and closing down a repair order?

Your answer should include:

- An illustrative process map (not included in the wordcount);
- Initial diagnosis;
- Allocation to an engineer;
- Communication with the tenants and F&HDC Independent Living Managers;
- Communication with F&HDC; and
- How emergency and urgent callouts will be handled.

Max. 1000 words

[Redacted content]

Further Competition (OJEU 2019S 115-282443) - Supplier Response Document

[Redacted content]

Further Competition (OJEU 2019S 115-282443) - Supplier Response Document

[Redacted text block containing multiple paragraphs of blacked-out content]

Further Competition (OJEU 2019S 115-282443) - Supplier Response Document

Q4. Risk Management (12%)

How will you manage risks related to the availability or absence of personnel and the availability of materials and resources?

Your answer should include:

- How you will prepare for and respond to adverse traffic or weather conditions affecting travel;
- How your company will resource and maintain the necessary materials and equipment for the project;
- How you will prepare for and manage staff absences;
- How you will manage the service in the event your organization is understaffed; and
- An outline of your Business Continuity Plan.

Max. 1000 words

[Redacted content]

Further Competition (OJEU 2019S 115-282443) - Supplier Response Document

[Redacted content]

Further Competition (OJEU 2019S 115-282443) - Supplier Response Document

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Further Competition (OJEU 2019S 115-282443) - Supplier Response Document

[Redacted content]

Further Competition (OJEU 2019S 115-282443) - Supplier Response Document

Q5. Tenant Care (12%)

Describe the measures that would be put in place to ensure the safety of residents and staff while works are undertaken.

Your response should also include:

- Measures for preventing of the spread of COVID-19;
- How you will ensure the safety of vulnerable residents, including any examples of previous experience; and
- Outline your complaint procedure and describe how complaints will be handled.

Max. 1000 words

[Redacted content]

Further Competition (OJEU 2019S 115-282443) - Supplier Response Document

[Redacted content]

Further Competition (OJEU 2019S 115-282443) - Supplier Response Document

[Redacted content]

Q6. Carbon Reduction (5%)

F&HDC has made a climate pledge and aims to become carbon neutral by 2030. Details on the action the Customer is taking can be found at folkestone-hythe.gov.uk/climatechange.

Explain how you will mitigate or eliminate the carbon impact of activities carried out under this contract.

This can include action your organisation is already taking or plans to implement during the initial period of the contract.

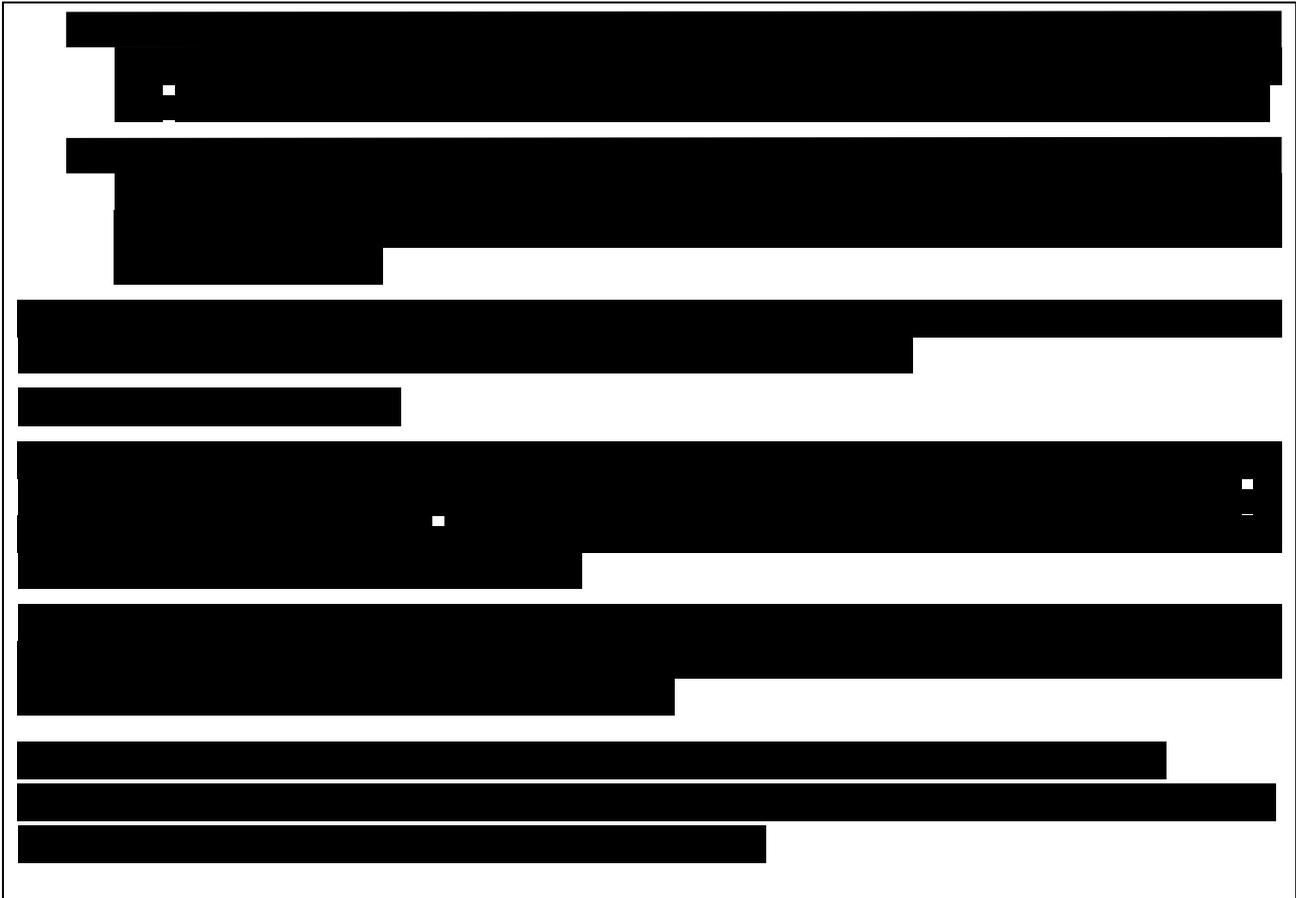
Your answer should include how you will monitor these commitments in a measurable way.

If your organisation is appointed, you will be required to report on the delivery of these commitments and they will be included in performance reviews.

Max. 750 words

[Redacted content]

Further Competition (OJEU 2019S 115-282443) - Supplier Response Document



Q7. Social Value (5%)

F&HDC's Corporate Plan "Creating Tomorrow Together" sets out the council's guiding principles and service ambitions. The Corporate Plan can be viewed at folkestone-hythe.gov.uk/creatingtomorrowtogether.

Explain how you will support and further the Customer's ambitions through the delivery of the contract.

This can include action your organisation is already taking or plans to implement during the initial period of the contract.

For example, your offer might include:

- A resource commitment (supply of staff resources annually to support an event(s));
- An equipment commitment (provision of equipment annually to support an event(s));
- A financial commitment (% of the contract sum as an annual contribution to support FHDC's Corporate Plan); and/or
- An offer of Training and Apprenticeship Opportunities

Your answer should include how you will monitor these commitments in a measurable way.

Further Competition (OJEU 2019S 115-282443) - Supplier Response Document

If your organisation is appointed, you will be required to report on the delivery of these commitments and they will be included in performance reviews.

Max. 750 words

[Redacted content]

Further Competition (OJEU 2019S 115-282443) - Supplier Response Document

[Redacted content]

SECTION 3 – PRICING SCHEDULE

3.1.1 Please complete **Appendix D – Price Schedule**.

Detailed instructions on how to complete the schedule are included in that document.

Further Competition (OJEU 2019S 115-282443) - Supplier Response Document

- 3.1.2 Prices/rates are to be in £ Sterling (GBP), net only, and inclusive of all costs associated with the provision of the services (or works or goods).
- 3.1.3 Price(s) submitted must be **exclusive** of Value Added Tax (VAT). The percentage and amount of VAT will be shown on invoices at the current rate at the time of invoicing, if VAT applies.
- 3.1.4 Any estimated requirements (e.g. volumes) we give are intended for guidance only and are not guaranteed. Please submit your best commercial offer based on the information provided.
- 3.1.5 From year 2 onwards, the appointed service provider may make an annual recommendation to vary the contracted rates based on the average of CPI for the previous calendar year (Jan-Dec) for the SEC member (F&HDC) to consider.
- 3.1.6 If we find any arithmetical or mathematical errors in your quotation, we correct it and inform you of any corrections we make. However, we are not responsible for finding errors. It is your responsibility to make sure your quotation is complete, comprehensive and correct.

SECTION 4 – TERMS & CONDITIONS OF CONTRACT

This Section is **PASS/FAIL**. If you answer 'no' F&HDC is entitled to reject your tender but can choose to allow you to proceed further, after considering your circumstances.

If you answer 'no', please set out the full details in an additional appendix. F&HDC will consider your response before making a decision about whether or not to include your tender in its evaluations or to reject it.

<p>Please ensure you have read Appendix E and Section 7 of the Instructions document.</p> <p>Do you accept F&HDC's terms (or the terms as amended by F&HDC in any pre-tender clarifications)?</p>	<p>Yes</p>
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SECTION 5 – DECLARATIONS

TO: The District Council of Folkestone and Hythe (F&HDC)

PROVISION OF: Commercial Heating Servicing and Maintenance

REFERENCE: 01765

On behalf of Swale Heating Ltd I offer to provide the supplies, services and/or works to F&HDC as specified in the quotation documents, commencing and continuing for the period specified in those documents (including any option to extend).

The quotation documents consist of:

- Request for Quotation Instructions
- Specification (Appendix A)

Further Competition (OJEU 2019S 115-282443) - Supplier Response Document

- Key Performance Indicators (Appendix B)
- Communal Asset List (Appendix C)
- TUPE information schedule (Appendix J)
- draft JCT MTC 2016 with Employer's Amendments (Appendix E)
- draft Processing Personal Data Schedule (Appendix F)
- draft Parent Company Guarantee (Appendix G)
- draft Performance Bond (Appendix H)
- draft Collateral Warranty (Appendix I)
- the organisation's completed Price Schedule (Appendix D)
- this response document
- and any documents I have submitted with this response document (listed on the first page)

If this offer is accepted, we will execute such documents as maybe appropriate in order to create a binding contract between F&HDC and ourselves.

I agree with the Council in legally binding terms to comply with the provisions of confidentiality set out in the **Request for Quotation Instructions**.

I understand F&HDC is not obliged to accept the quotation with the lowest cost or any quotation.

I accept that any costs incurred in preparing this quotation are at the organisation's own cost and F&HDC will not provide any reimbursement of these costs for unsuccessful or successful quotations.

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

I declare our quotation has not been calculated by agreement or arrangement with any person other than F&HDC and that the pricing information for our quotation has not been shared with any person before the Quotation Return Date and not without the written consent of F&HDC.

I declare no person at the organisation has canvassed or solicited any member, officer, employee or agent of F&HDC in connection with the award of the Contract and that no person will do so before F&HDC completes the evaluation process.

Further Competition (OJEU 2019S 115-282443) - Supplier Response Document

I warrant that I have all requisite authority to sign this quotation and confirm that I have complied with all the requirements of the tender process described in the **Request for Quotation Instructions** and this **Request for Quotation supplier response document**.

Signature:	
Name & job title:	CEO
Dated:	22-9-22
For and on behalf of:	Swale Heating Ltd

Clarifications Log

Project Communal Heating
Installations and
Responsive Repairs

Ref No. 1765

Clarification number	Question Received	Question	Response	Response Uploaded	Status
	(DD/MM/YYYY)			(DD/MM/YYYY)	Open / Closed
1	23/08/2022	Pricing schedule. Annex A, B, many items have pre-populated rates, is this an error? Can we alter these rates to our own figure?	Yes, the rates columns can be overwritten with your own figures. Do not amend any figures in any "multiplication factor" columns.	01/09/2022	
2	23/08/2022	Could you please confirm that water system cleansing and ACOP L8 assessments & management will not form part of this contract	No, they don't form part of this contract. F&HDC have a separate contract with a water hygiene company	01/09/2022	
3	23/08/2022	Could bidders please be provided with full details of the gas assets installed in the communal plant rooms, at present only the manufacturer name is provided.	Please see attached sheet, this is all the information we currently have.	01/09/2022	
4	23/08/2022	Could bidders be provided with details of all the gas appliances installed in the flats served by the communal plant.	We would not be able to provide these details as we are not responsible for completing repairs/servicing on residents own appliances ie cookers. We would ask that a visual only inspection is carried out.	01/09/2022	
5	09/09/2022	We would like to raise the following queries: 1.Breakdown Volumes annually for the last 2 years?	304 Estimated		
6	09/09/2022	2.On both Tenders Annex A prelims will be paid is 12 equal monthly payments?	Yes		
7	09/09/2022	3.The TUPE Info supplied seems to be the same for both contracts, should this be amended to suit the correct trades per each Bid as being procured separately?	The current provider (combined contract) has been unable to separate the lists at this point in time, as some engineers as working on both domestic and communal systems.		
8	09/09/2022	4.Do the Properties linked to the commercial plant rooms have individual gas appliances I.E Gas Cooker?	Yes		
9	09/09/2022	5.Do the Plant rooms have a BMS messaging system in place to the client and contractor for breakdown notifications?	No		

Schedule of Rates

Folkestone and Hythe District Council
--

SCHEDULE OF RATES COMMERCIAL GAS

The following schedule of prices is for use within the Contract as directed by the Contract Administrator.

The schedules will be evaluated by having a multiplication factor against each schedule. The multiplication factor when applied is not an indication of quantities and should not be seen as a guide to values of work.

The multiplication factor is a mechanism for evaluation of tender submissions only

All cost amounts to exclude VAT.

SCHEDULE OF RATES GUIDE	
--------------------------------	--

INDEX	DESCRIPTION
Annex A	Preliminaries
Annex B	Gas Servicing
Annex C	Schedule of Hourly Rate
Annex D	Other Servicing
Annex E	Boiler Sites
Annex F	Type A Boilers
Annex G	Type B Boilers
Annex H	Additional Works

SUMMARY SHEET		
INDEX	DESCRIPTION	TOTAL
Annex A	Prelimaries	£ [REDACTED]
Annex B	Gas Servicing	£ [REDACTED]
Annex C	Schedule of Hourly Rate	£ [REDACTED]
Annex D	Other Servicing	£ [REDACTED]
Annex E	Boiler Sites	£ [REDACTED]
Annex F	Type A Boilers	£ [REDACTED]
Annex G	Type B Boilers	£ [REDACTED]
Annex H	Additional works	£ [REDACTED]
TOTAL		£ [REDACTED]

no current units, excluded from tender evaluation

excluded from tender evaluation

excluded from tender evaluation

13 Pricing - COMMUNAL - SWALE 25.10.22.xlsx

Annex A Prelims

PRELIMARIES						
SCHEDULE NUMBER	DESCRIPTION	UNIT	COST £	Multiplication Factor	Adjusted price	
GS-A-001	Overhead & Profit on Materials (%)	Item	██████████ %	£ 5,000.00	£	██████████
GS-A-002	Overhead & Profit on Plant (%)	Item	██████████ %	£ 5,000.00	£	██████████
GS-A-003	Overhead & Profit on Sub-contractors (%)	Item	██████████ %	£ 5,000.00	£	██████████
GS-A-004	Offices	Item	£ ██████████	1	£	██████████
GS-A-005	Branding/Livery	Item	£ ██████████	1	£	██████████
GS-A-006	Portal for resident and F&H access	Item	£ ██████████	1	£	██████████
GS-A-007	Contract Management	Item	£ ██████████	1	£	██████████
TOTAL						██████████

Annex B Gas Servicing

Total Price per site includes all works as per Appendix 2 & 3

Item = as per the schedule description

GAS SERVICING IN COMMUNAL / DOMESTIC DWELLING					
SCHEDULE NUMBER	DESCRIPTION	UNIT	COST £	Multiplication Factor	Adjusted price
GS-B-001	Carry out maintenance services works to all Landlord Gas appliances as detailed in Appendix 2 to a commercial heated dwelling as per Appendix 2	Item		15	
GS-B-002	Carry out Void property disconnection to a commercial heated dwelling, disconnect gas, capping off each appliance, surveying property and reporting recommendations to the Contract Administrator as detailed in Appendix 2.	Item		160	
GS-B-003	Carry out Void property reconnection works to a commercial heated dwelling, reconnect gas and service all landlords appliances as detailed in Appendix 2.	Item		160	
GS-B-004	Carry out maintenance services works to all Landlord Gas appliances as detailed in Appendix 2 to a domestic heating dwelling as per Appendix 2	Item		15	
GS-B-005	Carry out Void property disconnection to a domestic heating dwelling, disconnect gas, capping off each appliance, surveying property and reporting recommendations to the Contract Administrator as detailed in Appendix 2.	Item		5	
GS-B-006	Carry out Void property reconnection works to a domestic heating dwelling, reconnect gas and service all landlords appliances as detailed in Appendix 2.	Item		5	
GS-B-007	Service Residents own cooker.	Item		5	

13 Pricing - COMMUNAL - SWALE 25.10.22.xlsx

Annex B Gas Servicing

GAS SERVICING IN COMMUNAL / DOMESTIC DWELLING					
SCHEDULE NUMBER	DESCRIPTION	UNIT	COST £	Multiplication Factor	Adjusted price
GS-B-008	Service Residents own gas fire.	Item	█	5	£ █
TOTAL					£ █

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Annex C Hourly Rates

All inclusive' labour rates for Normal Working Hours in this Annex are to apply to time actually spent on Site undertaking the required and authorised work. The SOR are therefore to include for all costs of employment of the operative, management and supervision, small tools, plant and equipment, transport and vehicles, communication measures, central office and general overheads and profit.

The Tenderer is to insert their hourly all inclusive rates against each of the Codes

LABOUR HOURLY RATES						
SCHEDULE NUMBER	DESCRIPTION	UNIT	COST £	Multiplication Factor	Adjusted price	
GS-C-001	Gas Engineer (Domestic)	Item		100		
GS-C-002	Gas Engineer (Commercial)	Item		100		
GS-C-003	Plumber	Item		60		
GS-C-004	Electrician	Item		50		
GS-C-005	Building Energy Management System Engineer	Item		35		
GS-C-006	General Craftsman	Item		80		
GS-C-007	Labourer	Item		25		
TOTAL					£	

Annex D Other Servicing

"All inclusive" rate per item service, safety inspection, breakdown and repairs in accordance with the contract documents

Total Price per site includes all works as per Appendix 2 & 3

OTHER SERVICING					
SCHEDULE NUMBER	DESCRIPTION	UNIT	COST £	Multiplication Factor	Adjusted price
GS-D-001	Unvented Hot Water Cylinders	Item		1	
GS-D-002	Solar Thermal Panels	Item		1	
GS-D-003	CHP Units	Item		1	
GS-D-004	Heat Interface Units	Item		1	
GS-D-005	Ground Source Heat Pumps	Item		1	
GS-D-006	Air Source Heat Pumps	Item		1	
GS-D-007	NIBE Type Exhaust Air Heat Pumps and Electric Boiler	Item		1	
GS-D-008	Mechanical Ventilation with Heat Recovery (MVHR)	Item		1	
GS-D-009	Bio Mass Boilers	Item		1	
GS-D-010	LPG Appliances and Systems	Item		1	
GS-D-011	Oil Fired Appliance	Item		1	
GS-D-012	Solid fuel appliances	Item		1	
				TOTAL	£ [REDACTED]

Annex E Boilers

Total Price per site includes all works as per Appendix 2

The Contractor is to submit a price per boiler house to include all distribution up to and including the dwelling isolation valves, price for the properties per site to include for all works within all properties on site from after the isolation valves, all works as per Appendix 2

BOILER SITES						BOILER SITES					
UPRN	Block Address	Type	Area	Postcode	Total kW per site	No. Boilers in Boiler House	Asset	Price per Boiler House	Properties Per site	Price for properties per site	Total Price per Site
BLK80A	Churchill Court	System Boiler	Folkestone	CT21 6HR		2	Worcester		-		
BLK1209	Mittell Court	System Boiler	Folkestone	TN29 9BJ		3	Worcester		29		
BLK406	Bradfoord Court 1-49	System Boiler	Folkestone	CT20 1HL		3	Worcester		45		
BLK236A	Stockham Court	System Boiler	Folkestone	CT19 4QP		1	Worcester		-		
BLK1137A	Nailbourne Court	System Boiler	Folkestone	CT18 8LX		2	Ideal		23		
BLK1332	Romney Marsh House	System Boiler	Folkestone	TN29 0PP		3	Purewll Classic		33		
BLK2010	Glenlee 1-10	System Boiler	Folkestone	CT20 2AP		1	Vaillant		10		
BLK822	Mackeson Court	System Boiler	Folkestone	CT21 5BJ		2	Quinta Pro		37		
BLK834	Halliday Court	System Boiler	Folkestone	CT21 5DQ		2	Hamworthy Purewell		34		
BLK1017	Prescott House	System Boiler	Folkestone	TN28 8JR		1	Hamworthy Warmell 95		-		
BLK845	Win Pine House	System Boiler	Folkestone	CT21 5JD		2	Regency		44		
BLK112A	Green Court	System Boiler	Folkestone	CT19 6QS		1			-		
TOTAL										£	

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Annex F Type A Combi Boilers

**INSERT TENDERED
RATES**

£

Ref	Description	Unit	Quantities	Rate	Annual Sum
CB-001	Worcester 30 combi	Item	1		
CB-002	Worcester 35 combi	Item	1		
CB-003	Gas Supply - Meter to Boiler	Item	1		
CB-004	Gas Supply - Cooker	Item	1		
CB-005	Gas Supply - Flex Connector	Item	1		
CB-006	Gas Supply - Gas Fire	Item	1		
CB-007	Gas Supply / connection From adjacent point	Item	1		
CB-008	Radiators (7 No.)	Item	1		
CB-009	Radiator +/-	Item	1		
CB-010	Pipework	Item	1		
CB-011	Electrical Supply	Item	1		
CB-012	Cross Bonding	Item	1		
CB-013	Loft hatch	Item	1		
CB-014	Washing machine connection	Item	1		
CB-015	Solid floor ducting	meter	1		
CB-016	Ducting	meter	1		
CB-017	100mm insulation	Sq Meter	1		
CB-018	200mm insulation	Sq Meter	1		
CB-019	CO detector	Item	1		
CB-020	Cold Water Supply	Item	1		
CB-021	Controls - Single channel 7 day programmer with service interval	Item	1		
CB-022	Room thermostat	Item	1		
CB-023	Install or replace TRV to existing radiator	Item	1		
CB-024	Install or replace Lockshield valve to existing radiator	Item	1		
CB-025	Install pipe lagging to existing pipe work (any size)	meter	1		
CB-026	Installed 15mm copper tubing either under floor or surface mounted	meter	1		
CB-027	Installed 22mm copper tubing either under floor or surface mounted	meter	1		
CB-028	Installed 28mm copper tubing either under floor or surface mounted	meter	1		
CB-029	Labour only	Item	1		
CB-030	Supply scaffolding	Per Lift	1		

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Annex F Type A Combi Boilers

Ref	Description	Unit	Quantities	Rate	Annual Sum
FLUES & ACCESSORIES			1		
CB-031	Standard telescopic flue kit (350-570mm)	100mm diameter - Horizontal RS Flue	Item	1	
CB-032	Long telescopic flue kit (570-790mm)	100mm diameter - Horizontal RS Flue	Item	1	
CB-033	Extension flue kit (960mm)	100mm diameter - Horizontal RS Flue	Item	1	
CB-034	2m flue extension	100mm diameter - Horizontal RS Flue	Item	1	
CB-035	Short flue extension (220mm)	100mm diameter - Horizontal RS Flue	Item	1	
CB-036	90 degree bend	100mm diameter - Horizontal RS Flue	Item	1	
CB-037	45 degree bend	100mm diameter - Horizontal RS Flue	Item	1	
CB-038	High level horizontal flue adaptor	100mm diameter - Horizontal RS Flue	Item	1	
CB-039	Support bracket kit	100mm diameter - Horizontal RS Flue	Item	1	
CB-040	Support bracket kit (6 pack)	100mm diameter - Horizontal RS Flue	Item	1	
CB-041	Support bracket kit (CDi Compact)	100mm diameter - Horizontal RS Flue	Item	1	
CB-042	Support bracket kit (CDi Compact)	100mm diameter - Horizontal RS Flue	Item	1	
CB-043	Standard telescopic flue kit	125mm diameter - Horizontal RS Flue	Item	1	
CB-044	Extension flue kit (960mm)	125mm diameter - Horizontal RS Flue	Item	1	
CB-045	90 degree bend	125mm diameter - Horizontal RS Flue	Item	1	
CB-046	45 degree bend	125mm diameter - Horizontal RS Flue	Item	1	
CB-047	High level horizontal flue adaptor	125mm diameter - Horizontal RS Flue	Item	1	

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Annex F Type A Combi Boilers

Ref	Description	Unit	Quantities	Rate	Annual Sum
CB-048	Support bracket kit	125mm diameter - Horizontal RS Flue	Item	1	
CB-049	Support bracket kit (CDi Compact)	125mm diameter - Horizontal RS Flue	Item	1	
CB-050	Vertical 1,090mm balanced flue kit (inc adaptor)	100mm diameter - Vertical RSF Flue	Item	1	
CB-051	Extension flue kit (960mm)	100mm diameter - Vertical RSF Flue	Item	1	
CB-052	2m flue extension	100mm diameter - Vertical RSF Flue	Item	1	
CB-053	Short flue extension	100mm diameter - Vertical RSF Flue	Item	1	
CB-054	90 degree bend	100mm diameter - Vertical RSF Flue	Item	1	
CB-055	45 degree bend	100mm diameter - Vertical RSF Flue	Item	1	
CB-056	Flashing - flat roof	100mm diameter - Vertical RSF Flue	Item	1	
CB-057	Flashing -pitched roof	100mm diameter - Vertical RSF Flue	Item	1	
CB-058	Vertical 1,365mm balanced flue kit (inc adaptor)	125mm diameter - Vertical RSF Flue	Item	1	
CB-059	Extension flue kit (960mm)	125mm diameter - Vertical RSF Flue	Item	1	
CB-060	90 degree bend	125mm diameter - Vertical RSF Flue	Item	1	
CB-061	45 degree bend	125mm diameter - Vertical RSF Flue	Item	1	
CB-062	Flashing - flat roof	125mm diameter - Vertical RSF Flue	Item	1	
CB-063	Flashing -pitched roof	125mm diameter - Vertical RSF Flue	Item	1	
CB-064	Plume management kit	Plume management system	Item	1	
CB-065	Extension (1,000mm)	Plume management system	Item	1	

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Annex F Type A Combi Boilers

Ref	Description		Unit	Quantities	Rate	Annual Sum
CB-066	90 degree bend	Plume management system	Item	1		
CB-067	45 degree bend (pair)	Plume management system	Item	1		
CB-068	Plume management terminal guard round	Plume management system	Item	1		

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Annex G Type B System Boilers

INSERT TENDERED RATES	£ ██████████
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Ref	Description	Unit	Quantities	Rate	Annual Sum
SB-01	worcester 15 System Boiler	Item	1		
SB-02	Worcester 18 Systwm Boiler	Item	1		
SB-03	Worcester 24 System Boiler	Item	1		
SB-04	Gas Supply - Meter to Boiler	Item	1		
SB-05	Gas Supply - Cooker	Item	1		
SB-06	Gas Supply - Flex Connector	Item	1		
SB-07	Gas Supply - Gas Fire	Item	1		
SB-08	Gas Supply / connection From adjacent point	Item	1		
SB-09	Radiators	Item	1		
SB-10	Radiator +/-	Item	1		
SB-11	Pipework	Item	1		
SB-12	Electrical Supply	Item	1		
SB-13	Cross Bonding	Item	1		
SB-14	Provision of loft hatch	Item	1		
SB-15	Washing machine connection	Item	1		
SB-16	Solid floor ducting	meter	1		
SB-17	Ducting	meter	1		
SB-18	100mm insulation	Sq Meter	1		
SB-19	200mm insulation	Sq Meter	1		
SB-20	CO detector	Item	1		
SB-21	Cold Water Supply	Item	1		
SB-22	Single channel 7 day programmer with service interval	Item	1		
SB-23	Room thermostat	Item	1		
SB-24	Hercal Cylinder with immersion heater - 120 Litre	Item	1		
SB-25	Hercal Cylinder with immersion heater - 150 Litre	Item	1		
SB-26	Cold Water Storage	Item	1		
SB-27	Storage Platform	Item	1		
SB-28	Install or replace TRV to existing radiator	Item	1		
SB-29	Install or replace Lockshield valve to existing radiator	Item	1		
SB-30	Install pipe lagging to existing pipe work (any size)	meter	1		

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Annex G Type B System Boilers

Ref	Description	Unit	Quantities	Rate	Annual Sum
SB-31	Installed 15mm copper tubing either under floor or surface mounted	meter	1		
SB-32	Installed 22mm copper tubing either under floor or surface mounted	meter	1		
SB-33	Installed 28mm copper tubing either under floor or surface mounted	meter	1		
SB-34	Labour only	Item	1		
SB-35	Supply scaffolding	Per Lift	1		
FLUES & ACCESSORIES			1		
SB-36	Standard telescopic flue kit (350-570mm)	100mm diameter - Horizontal RS Flue	Item	1	
SB-37	Long telescopic flue kit (570-790mm)	100mm diameter - Horizontal RS Flue	Item	1	
SB-38	Extension flue kit (960mm)	100mm diameter - Horizontal RS Flue	Item	1	
SB-39	2m flue extension	100mm diameter - Horizontal RS Flue	Item	1	
SB-40	Short flue extension (220mm)	100mm diameter - Horizontal RS Flue	Item	1	
SB-41	90 degree bend	100mm diameter - Horizontal RS Flue	Item	1	
SB-42	45 degree bend	100mm diameter - Horizontal RS Flue	Item	1	
SB-43	High level horizontal flue adaptor	100mm diameter - Horizontal RS Flue	Item	1	
SB-44	Support bracket kit	100mm diameter - Horizontal RS Flue	Item	1	
SB-45	Support bracket kit (6 pack)	100mm diameter - Horizontal RS Flue	Item	1	
SB-46	Standard telescopic flue kit	125mm diameter - Horizontal RS Flue	Item	1	
SB-47	Extension flue kit (960mm)	125mm diameter - Horizontal RS Flue	Item	1	
SB-48	90 degree bend	125mm diameter - Horizontal RS Flue	Item	1	
SB-49	45 degree bend	125mm diameter - Horizontal RS Flue	Item	1	

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Annex G Type B System Boilers

Ref	Description	Unit	Quantities	Rate	Annual Sum
SB-50	High level horizontal flue adaptor	125mm diameter - Horizontal RS Flue	Item	1	
SB-51	Support bracket kit	125mm diameter - Horizontal RS Flue	Item	1	
SB-52	Vertical balanced flue kit (inc adaptor)	100mm diameter - Vertical RSF Flue	Item	1	
SB-53	Extension flue kit (960mm)	100mm diameter - Vertical RSF Flue	Item	1	
SB-54	Short flue extension (220mm)	100mm diameter - Vertical RSF Flue	Item	1	
SB-55	90 degree bend	100mm diameter - Vertical RSF Flue	Item	1	
SB-56	45 degree bend	100mm diameter - Vertical RSF Flue	Item	1	
SB-57	Flashing - flat roof	100mm diameter - Vertical RSF Flue	Item	1	
SB-58	Flashing -pitched roof	100mm diameter - Vertical RSF Flue	Item	1	
SB-59	Vertical balanced flue kit (inc adaptor)	125mm diameter - Vertical RSF Flue	Item	1	
SB-60	Extension flue kit (960mm)	125mm diameter - Vertical RSF Flue	Item	1	
SB-61	90 degree bend	125mm diameter - Vertical RSF Flue	Item	1	
SB-62	45 degree bend	125mm diameter - Vertical RSF Flue	Item	1	
SB-63	Flashing - flat roof	125mm diameter - Vertical RSF Flue	Item	1	
SB-64	Flashing -pitched roof	125mm diameter - Vertical RSF Flue	Item	1	

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Annex G Type B System Boilers

Ref	Description		Unit	Quantities	Rate	Annual Sum
SB-65	Plume management kit	Plume management system	Item	1		
SB-66	Extension (1,000mm)	Plume management system	Item	1		
SB-67	90 degree bend	Plume management system	Item	1		
SB-68	45 degree bend (pair)	Plume management system	Item	1		
SB-69	Plume management terminal guard round	Plume management system	Item	1		

Annex H Additional Works**INSERT TENDERED
RATES**

£

Ref	Description	Unit	Quantities	Rate	Annual Sum
AW-001	Replace gas fire with radiator	Item	10		
AW-002	Increase size of radiator in room where gas fire removed	Item	10		
AW-003	Install new indirect/coil type HW Cylinder	Item	20		
AW-004	Install new un-vented indirect/coil type double feed HW cylinder	Item	20		
AW-005	Run up to 3 metres 15mm copper tubing	Item	20		
AW-006	Run up to 3 metres 22mm copper tubing	Item	20		
AW-007	Run up to 3 metres 28mm copper tubing	Item	20		
AW-008	Run up to 10 meters 15mm Hep ² O plastic tubing	Item	20		
AW-009	Run up to 10 meters 22mm Hep ² O plastic tubing	Item	20		
AW-010	Trace and repair gas escape not covered by specification	Item	15		
AW-011	Supply and fit immersion heater complete with overheat thermostat	Item	200		
AW-012	Supply and fix correctly sized cable from meter to immersion heater point	Item	40		
AW-013	Supply and install high and low-level compartment ventilation	Item	20		
AW-014	Disconnect appliance and cap point.	Item	200		
AW-015	Install cooker and bayonet using new 1 metre Buttyl rubber tube with plug in adapter	Item	100		
AW-016	Install emergency control valve	Item	100		
AW-017	Replace or install both TRV and lockshield valve	Item	200		
AW-018	Replace or install TRV	Item	200		
AW-019	Replace or install lockshield valve	Item	200		

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Annex H Additional Works

Ref	Description	Unit	Quantities	Rate	Annual Sum
AW-020	Carry out domestic system power flush and install inhibitor to correct level, provide test certificate	Item	25		
AW-021	Install lagging per meter	Item	500		
AW-022	Install external condense pump	Item	50		
AW-023	Supply Scaffold priced on a per lift basis, up to 3m wide	Item	10		
AW-024	Out of Normal Hours Service and Inspection Visits	Item	50		
AW-025	Install Service Interval Programmers	Item	50		
AW-026	Install mains powered CO Detector	Item	50		
AW-027	Install mains powered Smoke Detector	Item	50		
AW-028	Install battery powered CO Detector	Item	50		
AW-029	Install battery powered Smoke Detector	Item	50		
AW-030	Replace mains powered CO Detector	Item	50		
AW-031	Replace mains powered Smoke Detector	Item	50		
AW-032	Replace battery powered CO Detector	Item	50		
AW-033	Replace battery powered Smoke Detector	Item	50		
AW-034	Carry our out concealed flue inspection	Item	50		
AW-035	Supply and fit inspection cover to concealed flue	Item	50		
AW-036	Record additional information	Item	500		
AW-037	Increase insulation by 50mm	Sq Meter	500		
AW-038	Increase insulation by 100mm	Sq Meter	500		
AW-039	Increase insulation by 150mm	Sq Meter	500		
AW-040	Increase insulation by 200mm	Sq Meter	500		
AW-041	S/fit lid and jacket to cold water tank	Sq Meter	500		
AW-042	S/fit lid and jacket to feed and expansion tank	Sq Meter	500		
AW-043	Insulate pipe-work in loft per meter	Sq Meter	500		
AW-044	Replace or install filter to Combi or System Boiler	Item	10		

SCHEDULE 3

Greenhouse Gas Reporting

1. This Schedule shall be completed on each anniversary of the Works commencement date as specified in the Contract Particulars of this Contract by the Contractor and the completed schedule shall be referred to as the “Sustainability Report”. The CO₂ equivalent emissions associated with fossil fuels will be calculated, and the water usage, recycling rates and waste produced will be reported.
2. The Sustainability Report will demonstrate, measure and report on the carbon emissions (CO₂ equivalent) associated with the delivery of the Works under this Contract.
3. The Sustainability Report will set out the Overall Sustainability Impact of the Works, including improvements identified by the Contractor, new policies or targets adopted to reduce the environmental impact of the Contractor’s operations and contributions towards any Employer environmental policies or targets.
4. The calculation methodology for the Sustainability Report will follow the latest guidance from DEFRA¹ and include:

Step 1.

Measure the greenhouse gas emissions for the Contractor’s business,

-taking into account the parts of the Contractor’s business which the Contractor either owns or has control over. This means that the Contractor is only measuring emissions which relate to the Contractor’s business operations. To do this, the Contractor needs to set a boundary which will ring fence the Contractor’s business operations and will help identify which greenhouse gases the Contractor needs to measure; and

-apportion the emissions relating to this Contract, noting the assumptions that the Contractor has made.

Step 2.

Identify the main activities relating to this Contract, that release greenhouse gases in the Tables 1 (Fossil Fuel Use) and Table 2 Water & Waste) below.

Step 3.

¹ Latest guidance follows the DEFRA approach and can be found at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/69494/pb13310-ghg-small-business-guide.pdf

The assumptions made in the calculation of the emissions associated with this Contract are to be expressly stated in Tables 1 (Fossil Fuel Use) and Table 2 Water & Waste) below.

Step 4.

Provide information on the Overall Sustainability Impact of the Works and return the completed Sustainability Report and Tables 1 (Fossil Fuel Use) and Table 2 Water & Waste) to the Employer.

Folkstone & Hythe District Council Sustainability Report: greenhouse gas emissions²

Name of Contract: *[insert name of contract and contract reference number]*

Date of Report: *[insert date of report]*

Contractor/Supplier/Consultant Name: *[insert name, address and company number (if applicable)]*

Table 1: Fossil Fuel Use

Activity	Data Source	Assumptions used to apportion the consumption	CO2 equivalent in kg
Electricity Use	Electricity bills in kWh apportioned to this contract	<i>[Please be as specific as possible]</i>	<i>[insert figure]</i>
Natural Gas use	Gas bills in kWh apportioned to this contract	<i>[Please be as specific as possible]</i>	<i>[insert figure]</i>
Other fossil fuels	Oil, LPG, propane delivery notes	<i>[Please be as specific as possible]</i>	<i>[insert figure]</i>
Fuels used in vehicles and machinery to service the contract	Mileage and fuel bills (litres)	<i>[Please be as specific as possible]</i>	<i>[insert figure]</i>
Assumptions	<i>[insert relevant assumptions used for calculated the figures inserted above]</i>		

² The methodology to calculate the Sustainability Report should follow the latest guidance from DEFRA. Latest guidance follows the DEFRA approach and can be found at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/69494/pb13310-ghg-small-business-guide.pdf

Table 2: Water and Waste

Activity	Data Source	Assumptions used to apportion the consumption	Consumption
Water consumption	Water supply from bills in m3	<i>[Please be as specific as possible]</i>	<i>[insert figure]</i>
Water treatment	Water treatment bills in m3	<i>[Please be as specific as possible]</i>	<i>[insert figure]</i>
Waste disposal	Tonnes of waste to landfill	<i>[Please be as specific as possible]</i>	<i>[insert figure]</i>
Waste recycling	Tonnes of waste to recycling facility	<i>[Please be as specific as possible]</i>	<i>[insert figure]</i>
Assumptions	<i>[insert relevant assumptions used for calculated the figures inserted above]</i>		