



# ASHFORD BOROUGH COUNCIL

Tender For: External Repairs to Walls and Associated  
Works - 37 Units: Noakes Meadow and Oak  
Tree Road, Ashford, Kent

Contract Number: WALL/21/1

Civic Centre, Tannery Lane, Ashford, Kent TN23 1PL

# Guidance For Submitting Tender

## Have you completed/supplied?

Form of Tender	<input type="checkbox"/>
Collusive Tendering Certificate	<input type="checkbox"/>
Equality Act Declaration	<input type="checkbox"/>
Pricing Information	<input type="checkbox"/>
To include, where applicable: dayworks/preliminary costs/schedule of rates/schedule of dwellings/pricing sheet/safeguarding guidance	
Standard Selection Questionnaire and response to quality questions	<input type="checkbox"/>
Method Statement	<input type="checkbox"/>

**All documents should be uploaded to the Kent Business Portal by the due/date time.**

## Do's and Don'ts

### Do's

- **Do** register on the Kent Business Portal Site, <https://www.kentbusinessportal.org.uk/> and express and interest in the opportunity you are interested in. You will then receive any amendments to the tender the council issues, and responses to any clarification received.
- **Do** provide requested information on time and in the required format.
- **Do** provide clear and concise contact details; telephone numbers, e-mails and fax details.
- **Do** thoroughly check your prices and data before final submission of pricing schedules or quotations.
- **Do** review your policies on a regular basis to ensure that they comply with current legislation.
- **Do** comply with the Instructions to Tender and any other regulations that apply to procurement. Failure to do so will lead to disqualification.
- **Do** make sure that you have not exceeded the number of pages/words you are asked to submit – and make sure that the responses to the questions are clearly numbered.
- **Do** make sure that when uploading your bids electronically to the Kent Business Portal you read the following guidance;
  - *Keep file names simple and without punctuation or short capitalised words that could be interpreted as SQL*  
[https://www.w3schools.com/sql/sql\\_in.asp](https://www.w3schools.com/sql/sql_in.asp) Avoid words like IN, WHERE or FULL or punctuation such as > or ) in the filename
  - *Do not use multiple tabs (should complete in one browser session)*
  - *Be patient whilst larger files are uploaded even if the system seems a little unresponsive (as clicking upload again can cause issues)*
  - *There is a list of accepted file types mas size 1GB txt, rft, mpp, vsd, dwg, rar, msg, ics, html,gif, jpg, png, jpeg, tiff, tif, zip, pdf, doc, xls, ppt, docx, xlsx, pptx, mp3, mov, m4a, swf, wmv, mpg, mpeg, avi, wav, odt, odp, ods, numbers, pages*
  - For suppliers there is a dedicated supplier support team, if urgent they can call 0330 005 0352 or e-mail [ProContractSuppliers@proactis.com](mailto:ProContractSuppliers@proactis.com) or [suppliersupport@proactis.com](mailto:suppliersupport@proactis.com)

## Don'ts

- **Don't** send 'glossy' brochures or information that has not been requested, this makes any responses difficult to properly assess. Only send what has been requested and only send supplementary information if we have offered the opportunity to do so.
- **Don't** send company accounts, reports, H&S Policies, etc. unless we specifically ask for them. If your bid is successful we may ask for confirmation of these details.
- **Don't** seek to influence the tender process by requesting meetings unless invited or contacting the Council to support your tender. If your tender requires clarification you will be contacted.
- **Don't** seek changes to the tender documentation after tenders have been submitted.
- **Don't** leave submitting your tender to the last minute, just in case there are any technical difficulties with IT
- **Don't** ignore the last date/time for clarification – no correspondence will be entered into after this date has passed. Other tenderers may have already submitted their bid

# ASHFORD BOROUGH COUNCIL, HOUSING SERVICES

## EXTERNAL REPAIRS TO WALLS AND ASSOCIATED WORKS - 37 UNITS: NOAKES MEADOW AND OAK TREE ROAD, ASHFORD, WALL/21/1

### Form of Tender

We are willing to contract for and hereby undertake to carry out the works included in the Specification, and drawings, (if any), prepared by or in collaboration with S. Williams, and to her entire satisfaction, for the sum of:

<b>Tender Sum</b>	£	<input type="text"/>
		+
<b>Contingency</b>	£	<input type="text" value="5,000"/>
		=
<b>Total Tender</b>	£	<input type="text"/>

The Total Tender submitted is to remain valid for a period of 120 days from the date of tender submission.

#### 1. For the use of a Registered Company

\*For and on behalf of

To be signed by duly authorised officers on behalf of the company

Address of Registered Office

#### 2. For the use of a Partnership or Sole Trader

Names must be in full Christian and Surnames and in the case of a partnership, all members of the firm must sign

Name:

Signature:

Name:

Signature:

Name:

Signature:

Trading as:

Address:

Date:

#### 3. For the use of a Direct Services Organisation or other Organisation

To be signed by duly authorised Officers on behalf of Direct Services Organisation or other Organisations

Name:

Signature:

Name:

Signature:

**Notes:** (a) Ashford Borough Council do not bind themselves to accept the lowest or any tender.  
(b) No tender will be considered where the tenderer in any way alters the conditions of tendering. Secretaries of Registered Companies are requested to insert the full name of the Company after the words "for and on behalf of" when signing the Form of Tender.

## **COLLUSIVE TENDERING CERTIFICATE**

TO: Ashford Borough Council  
Civic Centre  
Tannery Lane  
Ashford, Kent  
TN23 1PL

We certify that this is a bona fide tender, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:

- (a) communicate to a person (outside this organisation) other than the person calling for those tenders the content of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender.
- (b) enter into any agreement or arrangement with any other person (outside this organisation) that they shall refrain from tendering or as to the amount of any tender to be submitted.
- (c) offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender to the said work any act or thing of the sort described above.

In this certificate, the word 'person' includes any persons and body or association, corporate or unincorporated; and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

Signed:

Name:

(in block capitals)

In the capacity of:

duly authorised to give such certificate for and on behalf of

(in block capitals)

Telephone No:

Fax No:

Email:

Address:

# ASHFORD BOROUGH COUNCIL, HOUSING SERVICES

## THE EQUALITIES ACT 2010

This form must be completed, signed and returned with your tender. Failure to return the form or inadequate answers may result in your tender not being considered for acceptance.

Question	Answer
1. Is it your policy as an employer to comply with your statutory obligations under the Equality Act 2010 and, accordingly, your practice not to treat one group of people less favourably than others because of any protected characteristic in relation to: - recruitment and selection - promotion and transfers - training and development opportunities - pay and all other conditions of employment?	YES/NO
2. Is your equal opportunities/equality policy set out in: a) instructions to those concerned with recruitment, training and promotion; b) documents available to employees, recognized trade unions or other representative groups or employees; c) recruitment advertisements or other literature; appropriate training to staff and managers?	YES/NO
3. Do you make specific reference to removing barriers to equal access and opportunity and preventing discrimination or less favourable treatment on the grounds of gender reassignment or being transgender?	YES/NO
4. In the last three years, has your organisation been involved in any Employment Tribunal proceedings, including receiving an ET1 form, on the grounds of alleged unlawful discrimination?	YES/NO
5. If the answer to question 4 is affirmative what was the finding and what steps, if any, did you take in consequence of that finding?	

Signed:

Company:

Date:

# ASHFORD BOROUGH COUNCIL, HOUSING SERVICES

## CONDITIONS OF TENDER

### EXTERNAL REPAIRS TO WALLS AND ASSOCIATED WORKS - 37 UNITS: NOAKES MEADOW AND OAK TREE ROAD, ASHFORD, WALL/21/1

1. The Tender Sum must provide for all costs associated with the Description of Works in the Preliminaries and for satisfying all other obligations as set out in the Preliminaries and Specification.
2. The Total Tender must be exclusive of VAT, but in addition to the Total Tender the Contractor shall be entitled to claim from the Employer the amount of VAT properly chargeable on the component parts and service provided by him in the performance of the Contract.
3. The tender is to be priced in accordance with current legislation and the Instructions to Tenderers.
4. The essence of selective tendering is that the Employer shall receive bona-fide competitive Tenders from all persons tendering. In recognition of this principle, the Tenderer is to complete and return with his Tender the Collusive Tendering Certificate. Failure to do this may result in the disqualification of his Tender.
5. The Tenderer (whether his Tender is accepted or not) shall treat all documents relating to this Tender as confidential and in the event of a Tender not being submitted, all the enclosed documents must be returned to the Employer. The documents must not be passed or shown to any other person without the Employer's written consent.
6. The Employer shall not be bound to accept the lowest or any Tender and reserves the right to accept a Tender in part only.
7. The Employer shall not be responsible for, nor pay for, any expenses or losses which may be incurred by the Tenderer in the preparation of his Tender, or in respect of any cost associated therewith.
8. The Tender is to remain open for acceptance for 120 days from the date of submission of Tenders.
9. On submission of a Form of Tender duly completed and returned to the Employer in accordance with the provisions hereof a Tenderer will be deemed to have offered to carry out the services.
10. No Tender shall be deemed to have been accepted unless notified in writing.
11. The Tenderer shall in addition to the Form of Tender, fully price the "Schedule of Dwellings/Schedule of Rates/Dayworks/Preliminary Costs/Pricing Sheet". Failure by the Tenderer to fully complete and return the Tender documentation may result in the Tender not being considered for acceptance.
12. The Total Tender is to include the contingency sum of **£5,000.00** which is to be expended only upon written instructions from the Contract Administrator.
13. The Form of Tender together with all documentation supplied by the Council to the submitting company must be duly completed and submitted to Ashford Borough Council via the Kent Business Portal <https://www.kentbusinessportal.org.uk/> no later than 10:00hrs on Friday 3<sup>rd</sup> December 2021.

14. If the Tenderer is a Local Authority the Form of Tender MUST be accompanied with a signed statement in respect of Work undertaken by the Local Authority/DSO for bodies pursuant to the Local Authorities (Goods and Services) Act 1970 and under Section 111 of the Local Government Act 1972. The Statement must contain a general description of all Works undertaken by the DSO identifying.
- i) Whether such Work is undertaken for the DSO Authority of some other body and, if some other body, the name of that body and the value of the Works.
  - ii) The Value of each aspect of Work.
  - iii) The Percentage (by value) of all Work undertaken for bodies other than the DSO Authority in relation to the total value of the Work undertaken by the DSO.

**Failure to provide such a statement in a clear and readily understandable format may render the tender invalid.**

### **INSTRUCTIONS TO TENDERERS**

#### **IMPORTANT – PLEASE READ BEFORE PRICING THIS TENDER**

15. The Conditions of Contract shall be the JCT Agreement for Minor Building Works 2016 Edition (incorporating Amendment 1) and amended as set forth in the Schedule of Insertions/Deletions in the Contract. In addition the following provision shall be deemed incorporated. Where an appropriate Agreement, British Standard Specification or British Standard Code of Practice issued by the British Standard Institution or a recognised body of any member state of the EC is current at date of the tender, all goods and services used or supplied and all workmanship shall be in accordance with that Agreement and/or Standard.
16. The Tenderer is advised to visit the sites before tendering to ascertain all relevant local conditions, the full extent and character of the operation the accessibility of the site, the dimensions of the work and facilities for obtaining any special articles, and obtain generally his own information on all matters affecting the execution of the works. No claims arising for his failure to do so will be considered. Should the Tenderer wish to inspect individual properties, at least 24 hours written notice must be given if requested by the tenant, in order to comply with the Council's tenancy conditions.
17. At any time before a date fourteen days before the date specified in 13 hereof a tenderer may by communication to the Employer request information or raise any query in connection with the proposed contract or these Conditions of Tender.
18. No alteration, deletion or insertion shall be made by the Tenderer to the text or prices of the Tender documents and if any are so made, they will be invalid and Tenders may be rejected.
19. Where the Specification includes detailed schedules of work, the scheduled items are to be individually priced and the whole document returned with the Tender.
20. The Tenderer must specify at the time of tendering any additional guarantees he is prepared to offer.
21. The prices entered by the tenderer shall include for all cost including (but not restricted to) all labour, materials, transport, plant, tools, machinery costs, expenses, overheads and profit necessary to properly execute and complete the Work in accordance with this contract.
22. No claim for extra costs due to the rates being inadequate will be allowed, and self-measurement where necessary is deemed to be included.
23. The prices entered should allow for access and working platforms as necessary to be used during the course of works up to two metres high.



## **Continuation Contracts**

24. On satisfactory performance of this contract the Contractor may be offered additional contracts for works of a similar nature in the current or next financial year (April to March) at the same terms and rates herein. These 'continuation' contracts may be awarded for a further one financial year from the first continuation. No guarantee of such continuation contracts is given. To be considered the Contractor will need to meet or exceed our evaluation criteria. Any measures which the Contractor proposes in the way of 'continuous improvement' will also be strongly influential.
25. The Contract Administrator will, on a weekly basis, assess the Contractor's performance against the evaluation criteria detailed in the 'Contractors' Performance Appraisal' sheets and attached in the Appendix. The Contractor must achieve a rating in excess of 80% to be considered for subsequent contracts.
26. Failure of the Contractor to be awarded subsequent contracts will not entitle the Contractor to any claims for loss of profit or other injury as no commitment has been given by the Employer for such award(s) and the Contractor should take this into account when pricing the separate phases.
27. In considering the award of continuation contracts, the contractor will need to demonstrate that they have and can maintain sufficient capacity in all respects to perform the works satisfactorily.
28. If an extension to the Contract is accepted by the Contractor, the tendered rates as set out in the original tender document will be fixed throughout the duration of the extended Contract and will not be subject to any annual uplift.
29. The Contractor has the right to decline any offer of a continuation contract and this will not affect their eligibility for future tendering opportunities or assessments.

## **Best Value**

30. The Council is obliged to recognise and adopt the Government's best value principles.
31. The Contractor shall provide assistance as may be reasonably required to the Council in implementing the best value principles in so far as they relate to and embrace the Works. Such assistance may include (but shall not be limited to):
  - Participating in the Council's performance measurement and review arrangements.
  - Assisting the Council's external auditor or other appropriate agency in its verification of best value performance.
32. The Employer and Contractor will use their best endeavours to meet the letter and spirit of Best Value and Best Value in Housing legislation.
33. This legislation is concerned with ensuring that all elements to the contractual arrangement share end and means and will work to bring the best possible out-turn for the employer.
34. The process and product of the contract will be constantly reviewed by all parties to it, in order to ensure that at all times it is subject to best practice.
35. The nature of the Client/Contractor relationship is that of partnering process and outturn. Both parties to the contract will use their best endeavours to ensure best value throughout the life of the contract.

## **1.00 PRELIMINARIES**

### **1.01 TENDER DOCUMENTS:**

Form of Tender  
Collusive Tendering Certificate  
Equalities Act Declaration  
Conditions of Tender  
Preliminaries  
Specification  
Schedule of Dwellings  
Schedule of Rates  
Dayworks  
Preliminary Costs  
Pricing Sheet  
Tender Evaluation Criteria  
Hazard Identification  
Appendices; Contractor's Performance Appraisal, Access to Premises Protocol, Flue Policy  
Standard Selection Questionnaire

### **1.02 NAMES OF PARTIES:**

#### **EMPLOYER**

Ashford Borough Council, Civic Centre, Tannery Lane, Ashford, Kent, TN23 1PL

#### **CONTRACT ADMINISTRATOR**

S. Williams (or her duly authorised representative)  
Ashford Borough Council, Civic Centre, Ashford, Kent, TN23 1PL Tel. No. (01233) 331111

#### **PRINCIPAL DESIGNER**

Ashford Borough Council, Civic Centre, Ashford, Kent, TN23 1PL (Contact: Mr J Young)  
Tel. No. (01233) 330865

### **1.03 DEFINITIONS**

Contract means: Form of Contract, Form of Tender, Collusive Tendering Certificate, Equalities Act Declaration, Conditions of Tender, Preliminaries, Specification, Schedule of Dwellings, Schedule of Rates, Dayworks, Preliminary Costs, Pricing Sheet, Tender Evaluation Criteria, Hazard Identification, Appendices; Contractor's Performance Appraisal, Access to Premises Protocol, Flue Policy, Standard Selection Questionnaire, Method Statement

Contractor means: The person, whose tender is accepted by the Employer.

Total Tender means: The total sum, set forth in the Form of Tender annexed hereto.

Reference in these contract documents to 'Ashford Borough Council' or 'the Council' will be deemed to mean 'the employer' as stated in 1.02 above unless the context shows that it is obviously different.

### **1.04 SITUATION OF SITES**

<b>Ashford:</b>	Noakes Meadow	TN23 4RB
<b>Ashford:</b>	Oak Tree Road	TN23 4QP

## 1.05 DESCRIPTION OF WORKS

Repointing to external walls including access and any brick work repairs, cleaning as required.

## 1.06 DEFINITIONS AND INTERPRETATION

The following definitions shall be used for the purpose of interpreting the contract and all documents relating thereto:-

**Contract** means: the Form of Agreement, JCT Agreement for Minor Building Works 2016, Form of Tender, Collusive Tendering Certificate, Equalities Act Declaration, The Conditions of Tender, The Specification, The Schedule of Rates, The Appendices A-G, Contractor's Method Statement.

**Contractor** means: the tenderer whose tender has been formally accepted by the Employer.

**Contract Period** means: the period commencing 18<sup>th</sup> January 2022 to 12<sup>th</sup> March 2022.

**Current Regulations** means: those in force at the time of tendering.

**Dayworks** means: a pricing mechanism for works not covered by the Schedule of Rates. Comprises all hourly rates for operatives plus the net cost for materials and plant, uplifted by a tendered percentage. Defined in RICS publication.

**Existing Structures** means: The building or buildings owned by the Employer and in which the Works are to be carried out.

**Materials** means: all materials, fixtures, fittings and ancillary items used by the Contractor and incorporated into the finished work.

**Normal working hours** means: 08.00 to 17.30 inclusive Monday to Friday excluding Bank Holidays

**Plant** means: items of specialist equipment needed to carry out the works but shall not include those items that could, in the opinion of the Contract Administrator, reasonably be expected to be regularly used by the Contractor.

Plant shall only be used on those works that warrant the use of specialist equipment. If in doubt the Contractor shall clarify whether an item will be treated as "plant" with the Contract Administrator before hiring the same.

**Weekday** means: Monday to Friday inclusive (excluding English bank holidays)

**Work** means: the matters described in Item 1.05 of the Preliminaries including any goods or materials to be supplied by the Contractor and any variations or additions thereof arising under the Contract.

## 1.07 FORM OF CONTRACT

The form of Contract shall be the Minor Works Building Contract issued by the Joint Contracts Tribunal Ltd. 2016.

## **1.08 AMENDMENTS TO FORM OF CONTRACT**

### **Recitals**

- 1<sup>st</sup> Recital After the words “the Employer wishes the following work carried out” insert “The provision of a Repointing Contract.” After the words “to be carried out under the direction of” insert “Sharon Williams, Head of Housing.” The words “the Architect” shall be deleted. The words “drawings numbered” (hereinafter called “The Contract Drawings”) shall be deleted.
- 2<sup>nd</sup> Recital delete [all reference to “Contract Drawings”]
- 3<sup>rd</sup> Recital delete “or Work Schedules”
- 4<sup>th</sup> Recital delete
- 5<sup>th</sup> Recital delete

### **Articles**

- Article 2 delete
- Article 3 insert “Sharon Williams, Contract Administrator”
- Article 4 delete
- Article 5 delete

### **Contract Particulars**

- Fourth Recital and Schedule 2 (Base Date) - Insert “15<sup>th</sup> November 2021”
- Fourth Recital and Clause 4.2 delete “is a ‘contractor’”
- Fifth Recital delete “is not notifiable”
- Article 7 delete “do not apply”
- 1.1 – CDM Planning Period insert the words “from award of Contract until commencement of construction” after the words “ shall mean the period”
- Clause 1.8 shall be inserted: All materials shall conform and work shall be done to the standards required for compliance with the regulations, standards and codes of practice in force at the time of installation or execution.
- Clause 2.2 delete and substitute with; “the contract period shall be the period commencing 18<sup>th</sup> January 2022 and end on 12<sup>th</sup> March 2022”
- Clause 2.2 Date for Commencement of the Works - Insert “January 2022”
- Clause 2.2 Date for Completion: Insert “8 weeks after commencement”
- Clause 2.2 delete “may” and substitute with “shall”
- Clause 2.4 reference to Contract Drawings shall be deleted.

## **1.08 AMENDMENTS TO FORM OF CONTRACT (contd.)**

- Clause 2.8 Delete the first sentence and substitute with the following: If the works are not completed by the Date for Completion stated in the Contract Particulars or by any later Date for Completion fixed under Clause 2.7 then the Contractor shall pay to the Employer liquidated damages at the rate of  $(F \times D) + (A \times U)$  per week for every week during which the work remains uncompleted where:
- $F = £39.77$   
 $A = £ 6.39$   
 $U =$  The number of units in respect of which works remain uncompleted
- Clause 2.10 After the words "Rectification Period" insert "twelve months from completion of all properties on the contract"
- Clause 3.7 delete
- Clause 4.2 delete
- Clause 4.3.2 delete
- Clause 4.8.1 insert "15 working days"
- Clause 4.11 and Schedule 2 Delete
- Clause 5.3.2 Insert "10 million"
- Clause 5.4A delete
- Clause 6.6 add the following; "The Employer shall be entitled to cancel the contract and to recover from the Contractor the amount of any loss resulting from such cancellation:
- (1) If the Contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract or any other Contract with the council, or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the council or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor), or if in relation to any Contract with the council, the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward the receipt of which is an offence under Section 117 (2) of the Local Government Act 1972.
- (2) If the Collusive Tendering Certificate shall be found to be untrue in any respect.
- Clause 5.4B delete and substitute with by the following: "The Employer shall insure against loss or damage to the existing structures by fire, lightning, explosion, storm, tempest and such other risks as the Employer shall consider expedient"
- Clause 6.4 delete and substitute with the following: "If the Contractor without reasonable cause (in the absolute opinion of the Contract Administrator) fails to proceed diligently with the Work in strict accord with the Specification or wholly or partially suspends the carrying out of the Work, the Contract Administrator may give notice to the Contractor which specifies the default and requires it to be ended.
- Clause 6.4.2 delete

## **1.08 AMENDMENTS TO FORM OF CONTRACT (contd.)**

Clause 7.2      Delete “Royal Institute of British Architects”  
                    Delete “National Specialist Contractors Council”  
                    Delete “Chartered Institute of Arbitrators”

Schedule 1 – Arbitration                      Delete “Royal Institute of British Architects”  
                                                            Delete “Chartered Institute of Arbitrators”

## **1.09 CONTRACT ADMINISTRATOR**

The Contract Administrator or her nominated representative(s) shall act on behalf of the Council for the purpose of the Contract and shall have the authority to issue instructions to the Contractor on matters relating to the performance of the Contract.

## **1.10 DOCUMENTS MUTUALLY EXPLANATORY**

The Contract is formed from several documents and shall be taken as being mutually explanatory of each other, any anomalies or discrepancies shall be referred to the Contract Administrator for clarification. Any such clarification shall be confirmed to the Contractor in writing by the Contract Administrator.

## **1.11 TENDER RATES**

Nothing contained in the Tender documents shall modify, affect or override the interpretation or application of any paragraph in the Specification.

The Tendered rates in the Form of Tender and “Schedule of Rates/Dayworks/Preliminary Costs/Schedule of Dwellings” shall be fixed for the duration of the Contract, and include for all expenses to properly execute and complete the works.

The Tendered rates should include for all costs including (but not restricted to) all labour, material, transport, plant tools, machinery costs, expenses, overheads and profit necessary to properly execute and complete the work. No claim for extra costs due to the tendered rates being inadequate will be allowed.

## **1.12 PERIOD OF CONTRACT**

The period of Contract will be 8 weeks from commencement.

## **1.13 PROGRAMME OF WORK**

Within fourteen days of the date of the Form of Agreement the Contractor shall submit to the Contract Administrator for approval a Programme of Work. The programme shall detail on a week by week basis the order in which the Contractor proposes to undertake the Works to all the properties listed in the Schedule of Dwellings.

## **1.14 CONTACT POINT**

The Contractor shall ensure that sufficient business telephone lines are available for the purpose of receiving incoming calls in respect of this Contract during normal working hours. This telephone number must be provided to the Contract Administrator at least 2 weeks prior to the commencement of the Contract.

The Contractor shall also ensure that all supervisors and key personnel employed on the Contract are provided with mobile phones, details of which are to be supplied to the Contract Administrator prior to commencement of the contract.

### **1.15 CONTRACT SUPERVISION**

The Contractor shall ensure that a competent and qualified full time foreman is in attendance during 'normal working hours' to oversee and organise the progress of the Works. Such foreman shall be expected to be on site during the works and must be able to receive and act upon (on behalf of the Contractor) all instructions, directions or orders issued by the Contract Administrator. Instructions issued to the foreman will be deemed to have been issued to the Contractor. The foreman must liaise regularly with the tenants of the properties where works are in progress, preferably the day before, but in no case later than 9.30 a.m. on the day. Tenants must be aware if operatives are to be expected and if so what work will be carried out. The Contractor shall also ensure that the foreman is supplied with a mobile phone. The foreman will conduct their own snag of the works and; have any appropriate remedial works carried out before declaring the works ready for inspection by the Contract Administrator. Any subsequent defects identified shall be completed by the contractor within 7 days of notification.

### **1.16 EXTENT OF THE WORKS**

The quantity and extent of the works specified will be at the Contract Administrator's discretion and no minimum or maximum amount of work to each property is guaranteed.

### **1.17 SCHEDULE OF RATES**

Nothing contained in the Schedule of Rates shall modify, affect or override the interpretation or application of any provision contained elsewhere in the Contract documents.

The tendered prices in the Schedule of Rates shall be fixed for the duration of all Contracts awarded.

The tendered Schedule of Rates prices and Dayworks rates, shall be deemed to include for all costs including (but not restricted to); all labour, material, transport, plant, tools, machinery costs, expenses, overheads and profit necessary to properly execute and complete the Works. No claim or extra costs due to the tendered sums being inadequate will be allowed.

The Contractor shall provide all materials necessary for the execution of any work he is required to carry out under the contract and shall be responsible for the safe storage of such materials on site.

### **1.18 NON-SCHEDULE OF RATES ITEMS**

Where there is no item in the Schedule of Rates for any part or parts of the Works it shall be valued by the Contract Administrator on a fair and reasonable basis having first regard to the tendered Schedule of Rates where applicable on a pro rate basis.

In the event of the Contract Administrator approving the use of Dayworks the Employer will pay to the Contractor the appropriate Tendered Daywork rates.

### **1.19 DAYWORKS**

The Prime Cost of Dayworks shall be defined under the "Definition of Prime Cost of Daywork Carried out Under a Building Contract", as published by the Royal Institution of Chartered Surveyors and the Building Employers Confederation dated 1<sup>st</sup> December 1975. The percentage adjustment in the schedule of rates for materials and plant will be the percentage adjustment to the prime cost to cover incidental costs, overheads and profit as defined in Section 6 of the Definition of Prime Cost of Daywork Carried out Under a Building Contract.

### **1.20 WORK RECORDS AND TIMESHEETS**

The Contractor shall keep proper work records and time sheets, showing the time worked by the people in his employ in and about the execution of the Contract and produce such whenever required for inspection by any person authorised by the Employer.

## **1.21 PERFORMANCE OF WORK**

The Contractor will confirm with the tenant, as soon as practicable, dates and times for the execution of the Works, providing at least seven days' notice of commencement to ensure access when required. Once arrangements have been made with the tenant, the Contractor must confirm with the Contract Administrator the dates prior to commencement of the Works. Any problems with obtaining access should be reported to the Contract Administrator immediately. Every effort is to be made by the Contractor during the course of the Work to ensure that the continuity of services is maintained. The Contractor shall give a card to the tenant giving his name, address and telephone numbers for both in office hours and out of office hours.

The Contractor will only be allowed to advertise in a manner approved by the Contract Administrator.

The Contractor shall inform the Contract Administrator when existing hidden work is exposed. Such work is not to be covered prior to an inspection by the Contract Administrator.

The contractor will be expected and encouraged to maintain a consistent team of operatives dedicated to this and any continuation contracts. This is important to ensure good communications between contractor and employer and mutual understanding of expected levels of workmanship and methods of performing the works. It is in the contractor's interest to provide a consistent team as agreed methods working practices and standards of workmanship etc. conveyed to the foreman verbally or in writing will be expected to be disseminated to all operatives and applied thereafter across all properties. No exemptions will be given to new operatives on site who are not familiar with the agreed site practices.

If the Contractor is unable to complete the Works within the specified period he shall immediately notify the Contract Administrator stating the reasons/events for delay and the extent of the delay. Consideration will be given to an extension of time calculated in accordance with the contract.

## **1.22 TEMPORARY SUPPLIES**

The Contractor shall provide and include for any temporary water supply or temporary lighting and power he may require for the Works and pay all fees and charges in connection therewith and remove the same on completion. Alternatively the Contractor should allow in his prices the costs of reimbursing the tenants if their power supplies are used.

## **1.23 MANAGEMENT ON SITE**

Adequate site storage facilities and skips for materials and plant must be provided and sited in a position approved by the Contract Administrator. The storage of materials in the individual properties will not be acceptable.

The Contractor is to maintain excellent communications with the tenant and provide at least 24 hours' notice of his need for access to undertake work each day in order to comply with the Council's tenancy conditions.

The Contractor is requested to provide an 'outside normal working hours' contact telephone number for emergencies or call outs.

The Contractor shall be responsible for all damage or loss caused by or arising from the work including tenants' fixtures, fittings and possessions.

Care is to be observed when placing ladders, etc., against roofs, walls, etc., and the Contractor will be required to put right any subsequent damage or disturbance to decorations, structure and grounds caused.



### **1.23 MANAGEMENT ON SITE (contd.)**

As a minimum the Contractor shall provide all personnel employed by him or engaged upon the work with a form of identification approved by the Contract Administrator which must contain the following details:

- (1) Photograph of Operative
- (2) Operative's Name
- (3) The Contractor's Name, Address and Telephone Number

This identification card shall always be worn clipped to the overalls when calling at tenants premises.

The Contractor is to protect all trees, shrubs and flowers except those that must be removed to enable the works to be executed and to replace any that become damaged at his own expense.

The Contractor will be responsible for finding suitable locations for skips and storage etc., approved by the Contract Administrator, and obtaining licences where required.

Plant, materials and waste should be stored in a tidy manner to keep obstruction and/or nuisance to a minimum. No materials are to be stored in the open.

On completion of the works the Contractor is to thoroughly clean the site and remove all splashes, debris, rubbish and accumulated materials relating to the works.

The Contractor is to maintain and protect public roads and footpaths, including statutory services and similar undertakings, and is to make good or pay for any reinstatement of all damage thereto.

Any water used shall be potable.

#### **Welfare facilities and storage on site**

The Contractor will be required to provide (in accordance with the Construction Regulations) and properly maintain in use the site facilities shown below. Their location is to be agreed with the Contract Administrator and (with the exception of skips) must be contained within one site compound fixed for the duration of the contract period unless otherwise directed by the Contract Administrator:

1. Site Hut (heated) – to provide temporary site office and mess facilities, to include the provision of table; chairs; washing facilities including hot and cold (or warm water), basin or bucket, waste water collection/disposal, soap and towels.
2. Materials Storage Container – central storage for unfixed materials on site and plant
3. Portaloo
4. Skip (separate skip for Asbestos waste as required – must be within compound)
5. Recycling Storage

'Compound' will be deemed to mean an area fenced off with 2m high proprietary galvanised wire fencing panels.

The cost of these facilities is to be included in the Schedule of Rates under "Preliminaries". The contractor is to assume there will be no charge for the land occupied by the site compound.

### **1.24 PARTY WALL ACT AND ENCROACHMENT**

The Contractor to notify the Contract Administrator immediately if the proposed works necessitate a notice to be served

If the execution of Works requires that workmen must enter upon property adjoining the Works, the necessary permission must first be obtained by the Contractor. The Contractor shall indemnify the Employer against any claim or action for damages on account of any trespass or other misconduct of his employees. Workman will be allowed only into such parts of the site and buildings as may be necessary to execute the Works.

## **1.25 MATERIALS AND WORKMANSHIP**

Unless otherwise specified where an appropriate Agreement, Standard Specification or Standard Code of Practice issued by either the British Standards Institution or a recognised body of any member state of the E.C. is current at the date of tender, all goods and services used or supplied and all workmanship shall be in accordance with that Agreement and/or Standard, free from flaws or defects. The Contract Administrator shall have full power to reject any materials or workmanship which in his opinion are unsuitable for the purpose for which they are intended or are not in accordance with the specification. Any materials and workmanship rejected shall be removed from the site and proper materials or workmanship substituted therefore at the Contractor's expense.

## **1.26 DEFECTIVE MATERIALS OR IMPERFECT WORK**

If at any time the Contract Administrator shall disapprove of any of the materials employed, the Contractor is to forthwith remove such materials from the site and to substitute others of approved quality and where any portion of the Works executed shall be considered defective or imperfect, or not in accordance with the terms of the Contract, such defective or imperfect Works shall be forthwith removed and the Works re-executed in an approved manner at the Contractor's own cost.

If the Contractor fails to remove or make good any defective or unsatisfactory work within seven days of notification, the Contract Administrator shall, at his discretion, have the power to complete or rectify the work using an alternative Contractor and shall, in so doing, have an overriding duty to mitigate his loss. Any costs involved in the rectification of the work, shall, at the Contract Administrator's discretion, be re-charged to the original Contractor and the amount deducted from any monies outstanding to the original Contractor.

For avoidance of doubt this includes snagging items. The Contractor is expected to conduct his own snag of the works in accordance with clause 1.15. If any defective items are noted at the sign-off inspection by Contractor and C.A. they must be rectified within 7 days.

Should any claim for payment be rejected by the Contract Administrator due to defective workmanship or materials, the Contractor will be required to carry out remedial works at his own expense within seven days of notification by the Contract Administrator of defective work. Once completed the Works will be subject to re-inspection following receipt of the re-submitted invoice.

## **1.27 INVOICE AND PAYMENT**

Prior to the submission of an invoice a joint visit will be required to agree the schedule of rates used and any additional works.

To avoid the risk of rejected invoices necessitating re-submission and inherent delay, the process for invoicing and payment will be; applications for payment, agreement of figures, invoices and pay. Described as follows:

**Application for payment:** the contractor submits his draft account of completed works to date itemising all the SOR items and the relevant measures for each property and in accordance with the contract. The valuation and payment process will run on a 28 day cycle in accordance with the contract.

**Agreement:** The Contract Administrator will check the application for payment for correctness and confirm the figures are correct or identify discrepancies within 7 days. Once the figures are agreed the contractor is to submit his invoice to reflect the agreed amounts.

## **1.27 INVOICE AND PAYMENT (contd.)**

**Invoice and payment:** Once the invoice is received it will be processed immediately for payment, subject to all other conditions for payment (e.g. supporting documents, certificates provided etc.) having been met. Invoices must show the correct date of submission or else risk being rejected. The Councils' finance team operate a weekly cycle of payments. Payment certificates are processed on a Thursday morning. Payments into suppliers/contractors accounts are made on a Tuesday. Payment will be made by BACS on the Tuesday that falls on or immediately before 14 days after the interim valuation due date. Payments can only be made when in receipt of a valid VAT compliant invoice.

Invoices will only be processed for payment if supported by; a detailed breakdown of the amount claimed and approved, all relevant electrical certificates (include. Part P certification of compliance), Gas safety certificates where applicable and a Tenants Satisfaction Note.

**Valuations for payment will be determined using the actual measured quantities fitted on site** (priced in accordance with the tendered rate in the appropriate Schedule of Rates item. No additional payments will be made for product wastage unless it is in excess of that which is considered to be normal for this type of work and this will be at the Contract Administrator's absolute discretion.

Paid measurements will be in whole units with measures  $\geq 0.5$  rounded up.

No payment in respect of any individual property will be made unless all the Works detailed in a specified item in the Schedule of Rates and all Works listed to be carried out have been duly completed to the reasonable satisfaction of the Contract Administrator.

No valuation will include any element for unfixed materials stored on site unless specifically agreed with the Contract Administrator prior to their delivery.

Should any sum of money become payable by the Contractor to the Employer, then such sum or part thereof may be deducted by the Employer from any monies due to the Contractor whether arising from this contract or otherwise.

The Employer's Deputy Chief Executive may require information and documents relating to accounts/invoices in order that an audit may be undertaken prior to any payment.

## **1.28 VARIATIONS**

Where the Contract Administrator issues variations to the works, the Contractor must detail and price such in the application for payment invoice.

Any addition to, omission from, or any other change to the works, may be made by the Contract Administrator at any time. Where this involves delay consideration will be given to extending the contract period.

## **1.29 STATUTORY OBLIGATIONS, NOTICES, FEES AND CHARGES**

The Contractor shall comply with and give all notices required by statute, or any statutory instrument, rule or order or any regulation or by-law applicable to the works and shall pay all legally demandable fees which will be deemed to be included in the tendered rates.

## **1.30 EFFECT OF CERTIFICATES**

No certificate of the Contract Administrator shall of itself be conclusive evidence that any work, materials or goods to which it relates are in accordance with this Contract except where and to the extent that any of the particular qualities of any materials or goods or any particular standard of an item of workmanship was described expressly in the Specification or Schedules of Work or in any instruction issued by the Contract Administrator to be for the approval of the Contract Administrator or to be to the satisfaction of the Contract Administrator.

### **1.31 VALUE ADDED TAX**

The sum or sums due to the Contractor under the Contract are exclusive of value added tax and the Employer shall pay to the Contractor any value added tax properly chargeable by the Commissioners of Customs and Excise.

### **1.32 HEALTH AND SAFETY**

the Company shall perform its obligations under this Agreement (including those in relation to the Services) in accordance with:

- (a) all applicable Law regarding health and safety; and
- (b) the Health and Safety Policy whilst at the Client Premises.

Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Client Premises of which it becomes aware and which relate to or arise in connection with the performance of this Agreement. The Company shall instruct the Company's personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

The Contractor shall allow for suitable, heated, welfare facilities, serviced with hot and cold running water and WC facilities. There should be a rest area and means of heating food and drying clothes etc. The Contractor must allow for providing and maintaining power services and to relocate the facilities as necessary to be conveniently accessed, as the contract progresses from area to area.

The Pre-Construction Information (annexed hereto) is a compilation of information regarding the significant health and safety risks relating to the project, which the principal Contractor will have to manage during the course of the works. The Contractor should take this information into account when preparing his tender, and price accordingly.

#### **Construction (Design and Management) Regulations 2015**

The Contractor shall at all times comply with the requirements and provisions of the Construction (Design and Management) Regulations 2015.

**A method statement and/or risk assessment is required by the Contractor, and should be included in your tender submission.**

**The Principal Contractor is responsible for developing and preparing the Safety File for this project. The completed Safety File will be passed to the Employer at Practical Completion**

### **1.33 ASBESTOS**

Working with Asbestos: When carrying out work of any kind on asbestos based materials particular attention is drawn to Ashford Borough Council's Code of Practice, the Control of Asbestos Regulations 2012 and Statement of Policy on asbestos which will be strictly enforced and is available on request.

The employer will commission asbestos surveys where appropriate to identify and make the contractor aware of any Asbestos Containing Materials (ACM's) so far as is reasonably practicable that might be disturbed by the works before they start. If there is any doubt as to the likely presence of any ACM's then a survey will be requested. If there is very good reason to presume there are no ACM's present (e.g. age of property or significant preceding negative surveys for similar properties) then no survey will be done for that property in advance.

In any event, the Contractor must be aware that ACM's may be discovered during the course of the works. It is therefore essential that all operatives have received Asbestos Awareness Training in the last two years and are fully conversant with the Contractors RAMS in this regard. In particular all operatives must be aware of the emergency procedures should an ACM be disturbed AND likely to have released fibres above the control limit.

### **1.33 ASBESTOS (contd.)**

The Contractor will be required to submit his asbestos related RAMS and Asbestos Policy prior to the works starting together with records showing the asbestos training of operatives so that an assessment of their asbestos competency can be undertaken.

The employer expects the Contractor to be fully conversant with the types of ACM's that are typically encountered with this type of work and in this archetype and the relative regulations ACoPs and HSE Asbestos Essentials Information sheets such that they are aware what work requires an asbestos licensed contractor and what work is notifiable to the HSE. The expectation is that the Contractor will use its own operatives to undertake any un-licensed non-notifiable works in a safe approved manner. If the Contractor chooses to use a licensed contractor for unlicensed non-notifiable works the employer will not entertain any claims for additional costs incurred. When pricing the SOR for removal and disposal of ceilings and floor tiles the Contractor is to presume these are ACM's and allow for all additional costs in their price.

The contractor will be required to provide waste consignment notes and Plans of work for all ACM's removed. In addition, where works are notifiable a copy of the ASB5 notice to the HSE will be required as well as Certificates for re-occupancy. The employer will provide the analyst to supervise licensed works, monitor air quality and complete the four stage clearance tests of enclosures.

The Employer required all notifiable works to be undertaken by a Licensed Asbestos Removal Contractor.

### **1.34 DEFECTS LIABILITY**

Upon completion of all specified Works the Contract Administrator shall issue a certificate of practical completion and the defects liability period will commence. The defects liability period for the works shall be for a period of 12 months from the certified date of practical completion.

Any defects, shrinkages or other faults which arise and/or are identified and are notified by the Contract Administrator to the Contractor not later than 14 days after the expiry of the defects liability period, and which are due to defective materials and/or workmanship, shall be made good by the Contractor at no cost to the Employer.

The Contractor will agree access with the tenant to rectify defective work giving reasonable notice. Any problems gaining access are to be reported immediately to the Contract Administrator.

Any defects or remedial work reported to the Contractor within the defects period are to be rectified as soon as possible and at the latest within 7 calendar days of the Contract Administrator informing the Contractor of the defect. Defects of any emergency nature, i.e. water/gas leaks and electrical faults, etc., are to be rectified immediately including out of office hours. If the Contractor cannot honour this obligation, the Employer may engage others to do the work and re-charge costs incurred to the Contractor.

### **1.35 DELAY OR NON-COMPLETION ON INDIVIDUAL PROPERTIES**

In the event of the Contractor failing to carry out the Works to an individual property within the specified Priority Time of 15 working days (and the Contract Administrator not granting an extension of time) failing to attend to snagging within 7 days for notification or attending to defects in the defects period within 7 days the Contract Administrator shall have the discretion to impose one or more of the following in relation to that property:

- (a) Re-issue the Works to an alternative contractor. Any costs which occur due to re-issuing of Works shall, at the Contract Administrator's discretion, be rechargeable to the original Contractor and such amount deducted from any monies outstanding to the original Contractor.
- (b) Re-charge any additional administration costs relating to the delay incurred by the Employer in awarding any non-completed works to another Contractor.

### **1.36 RETENTION**

No retention will be held for this contract. Each completed item/unit/stage will be paid upon satisfactory completion. Satisfactory completion to be determined by the Contract Administrator following on site visit and inspection.

### **1.37 SUB-CONTRACTING AND ASSIGNING**

The Contractor shall not sub-contract the Works or any part thereof without the prior written consent of the Contract Administrator.

Such consent to be given or refused at the absolute discretion of the Contract Administrator.

The Contractor shall not assign the Contract.

### **1.38 INSURANCES**

The Company shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing [an adequate level of cover OR as a minimum the levels of cover set out in Clause 1.38 OR as a minimum the following levels of cover:

- (a) [public liability insurance with a limit of indemnity of not less than 10m in relation to any one claim or series of claims;]
- (b) [employer's liability insurance with a limit of indemnity of not less than £10m OR in accordance with any legal requirement for the time being in force in relation to any one claim or series of claims;]
- (c) [professional indemnity insurance with a limit of indemnity of not less than £10m in relation to any one claim or series of claims and shall ensure that all professional Companies or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover;]
- (d) [product liability insurance with a limit of indemnity of not less than £10m in relation to any one claim or series of claims.]] (the Required Insurances) The cover shall be in respect of all risks which may be incurred by the Company, arising out of the Company's performance of the agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Company.

The Company shall give the Client, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

If, for whatever reason, the Company fails to give effect to and maintain the Required Insurances, the Client may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Company.

The terms of any insurance or the amount of cover shall not relieve the Company of any liabilities under the agreement.

### **1.39 SALE OF COUNCIL DWELLINGS**

The Council's tenants have a statutory right of purchase in accordance with the provisions of the Housing Act 1985. Accordingly it may be necessary for the Contract Administrator to direct that any particular dwelling shall be excluded from the Works, but the Contract Administrator may at any time during the course of the Works direct any dwelling so excluded shall be re-introduced. No claims for losses incurred by the Contractor in respect of omissions/additions will be allowed. Regard will be given by the Contract Administrator to the timing of additions and grant extensions of time if appropriate.

Houses not included in the schedule are deemed to be owner occupied and therefore no treatments whatsoever is to be carried out to any house or flat except on special instructions of the Contract Administrator.

**The tenderer should note that there maybe leasehold properties included within this scheme, and as such the tenderer's prices will be disclosed to the leaseholders as part of a consultation process, prior to the contract being signed.**

### **1.40 TENANTS ALTERATIONS**

In some cases the Tenants of a property may have carried out alterations to the fabric or design of the building. In such cases the Tenants may have become responsible for the maintenance of the alterations that they have carried out, therefore, the Contract Administrator may direct that any element of the works that may have been subject to alteration by the Tenant shall be excluded from the works.

### **1.41 SATISFACTION NOTE**

The Contractor will approach the tenant at the completion of each property and obtain their signature on the standard Satisfaction Note (attached) which is to be submitted with the respective invoice. The Contract Administrator reserves the right to refuse payment unless a Satisfaction Note has been submitted.

### **1.42 TERMINATION OF CONTRACT**

If the contract is terminated we may offer the work to the tenderer who submitted the second most favourable tender provided they maintain the rates originally tendered.

### **1.43 ADJUDICATION**

Both parties to this Contract shall use their best endeavours to resolve disputes within a period of fourteen days.

All disputes between the parties arising out of or connected with the Contract or the performance of the Work by the Contractor which remain unresolved after the above period of fourteen days shall be referred to an Adjudicator to be agreed upon by the parties or in default of such agreement to be nominated by the President or Vice-President of the Royal Institute of Chartered Surveyors or nominee of such a person. The award of such Adjudicator shall be final and binding upon the parties. If upon the reference to an Adjudicator of any dispute between the parties, the Arbitrator shall find that in the exercise of his powers, duties and discretions under this Contract the Contract Administrator has acted unreasonably in all circumstances in the issue of any notice, instructions or certificate or the giving or withholding of any consent, the Arbitrator shall have full power to make an award which has the effect of amending such notices, instructions, certification or decision to give or withhold consent in such manner as the Adjudicator may think fit.

Notwithstanding any reference to arbitration the Contractor shall continue to perform the Services as herein provided unless otherwise instructed by the Contract Administrator.

#### **1.44 FORCE MAJEURE**

- (1) If either party is by reason of Force Majeure occurring before or after the date of this Contract rendered unable wholly or in part to carry out its obligations under this Agreement, then upon notice in writing specifying the nature of such Force Majeure from the Party affected to the other Party as soon as possible after the occurrence of the cause relied on the Party affected shall be released from its obligations and suspended from the exercise of its rights hereunder to the extent to which they are affected by the circumstances of Force Majeure and for the period during which those circumstances exist:

***PROVIDED THAT***

- (2) (i) the party affected shall use all reasonable endeavours to terminate or circumvent the circumstances or impact of the Force Majeure with all reasonable speed  
(ii) nothing in this Condition shall relieve either Party of its obligations (including obligations to make payments hereunder) accrued to the date of the Notice
- (3) The Events of Force Majeure shall be limited to the following:  
(i) war, invasion, act of foreign enemy, hostilities, civil war, riots, insurrection or military power, blockade or embargo;  
(ii) any statute, rules, regulations, order or requisitions coming into force or issued after the date hereof by Parliament or any Government Department, or other duly constituted authority;  
(iii) shipwreck or other accident at sea, in the air or on the land other than due to the Contractor's negligence or  
(iv) failure, shortage or delay of power, fuel, transport or supplies otherwise than due to the Contractor's negligence;  
(iv) stress of weather, flood, drought, tempest, fire, explosion, corrosion, ionising, radiation, radioactive contamination, earthquake, lightening or volcanic eruption or any consequence of such occurrence.
- (4) SAVE where the consequences of Force Majeure are dealt with elsewhere the Contractor hereby undertakes to use its reasonable endeavours to provide the Services during an event of Force Majeure providing that the Contractor shall not be under any obligation to incur additional cost in excess of £200 in respect of any such event.

#### **1.45 CONTRACTORS CODE OF CONDUCT**

This code of conduct is has been produced to ensure that contractors who carry out work on behalf of the Council do so in a professional and courteous manner. There is nothing onerous or complicated in this code and it is simply to insure that our tenants and their homes are treated with the level of respect that you would expect if someone were carrying out work in your home.

The majority of Contractors carry out the requirements of this code as part of their normal operations and this should not add any additional burden to the current method of working.

Contractors are requested not only to apply with the laid down requirements of this code but also with the spirit in which it has been produced.

1. Contractors must keep all appointments made and turn up punctually. If there are likely to be any delays, the tenant must be kept informed. (reference should be made to the Councils access protocol)
2. Contractors are required to wear an appropriate form of clothing, which should be clean and tidy, and clearly display the name of the Contractor.
3. Contractors must display an identification card at all times. This should include:
  - a) photograph of the operative
  - b) The operatives name
  - c) The Contractors name, address and telephone number



#### **1.45 CONTRACTORS CODE OF CONDUCT (contd.)**

4. Contractors are not to park cars/vans on paths and grassed areas as it causes obstruction and damages the surfaces. Cars and Vans should not be driven over such areas to deliver materials or clear debris. This action nearly always results in complaints being received from members of the public, which reflects badly on the Contractor and on the Council.
5. On arrival the contractor should introduce him/herself and show their identification card to the tenant. If the tenant wishes to check the legitimacy of the operative with the Council, the operative must respect the tenant's right to do this, and wait outside the property until the tenant is satisfied they are legitimate.
6. All personnel working on site will be required to understand written English and be capable of communicating with the Contractor Administrator and tenants verbally, in English. This is essential for complying with the specification, amendments, tenant liaison and Health and Safety requirements of the contract.
7. Before starting work the Contractor should explain to the tenant the nature of the work that is to be carried out, how long it is likely to take and areas of the property that will be affected and confirm that this is what the tenant was expecting. Any significant differences should be referred to the Council for clarification.
8. Check with the tenant before turning off any electricity, gas or water supplies to ensure it is alright to do so as this may effect fridges, freezers, fish tanks, dialysis machines, stair lifts etc. Ensure that all services are restored as soon as the work is completed.
9. Contractors should treat all tenants and their homes with respect, and ensure the removal of delicate or valuable items from the work area prior to work commencing and agree the arrangements for moving furniture etc. Protective covers are to be used where required.
10. If the work affects more than one room in the property, every effort should be made to limit disruption to one room at a time.
11. The Contractor must comply with all relevant Health and Safety legislation and ensure that the site is kept safe at all reasonable times. All fire exits, lifts, staircases, corridors and doorways must be kept clear at all times and not obstructed by the Contractors tools or materials. Do not prop open controlled access doors/fire doors during the course of the works.
12. All necessary precautions should be taken to protect carpets and flooring with the use of clean dustsheets or other protective material as appropriate.
13. Obtain the tenants permission before using sinks, toilets, electricity and other services in the property.
14. If it becomes necessary to leave the property before the work is completed, for example to collect additional materials, the Contractor must inform the tenant when leaving the property and of the anticipated return time. The Contractor should also inform the tenant of the reason why it is necessary to leave the property before the work is completed. Make sure it is safe to leave the work incomplete while absent from the site.
15. If the tenant requests additional work to that specified, the Contractor should contact the Council for advice before carrying out such work in accordance with the contract (V.O. thresholds).

#### **1.45 CONTRACTORS CODE OF CONDUCT (contd.)**

- 16 During the course of the works the Contractor must not:
- a) Smoke, eat, drink or play audio equipment in resident's homes.
  - b) Consume alcohol or take non-prescription drugs under any circumstances.
  - c) Use the toilet, without the prior consent of the tenant.
  - d) Carry out works in the home without the tenant being present, unless their express consent is obtained.
  - e) Carry out works if only minors (e.g. children under 16) are present at the property.
  - f) Empty any substances down drains that are likely to cause staining, blockages or pollute the system.
  - g) Use foul or abusive language or threatening behaviour. Under no circumstances should contractors cause offence, inconvenience or personal harassment to a tenant. This includes unkind, embarrassing, suggestive and inflammatory or damaging words or gestures. Respect and sensitivity should be shown for all tenants, their relatives, friends and visitors and their home at all times.
  - h) Express their own personal views regarding, the work, Ashford Borough Council, other contractors etc.
- 17 The contractor is to ensure that all works are complete to a satisfactory standard and that all surplus material, equipment and rubbish are removed, leaving the property clean and tidy. All services that have been affected by the works should be tested and left in full working order on completion of the work (and at the end of each day if the work is not completed in one day).
- 18 The Contractor must inform the tenant that the work is complete and ensure that they are happy with the final result. If necessary, depending on the type of work, instruct the tenant how to operate and maintain all new equipment installed and provide operation manuals if appropriate.
- 19 Any private work undertaken by the Contractor for the tenant must be arranged separately to work carried out for the Council. The Council will not accept any involvement or responsibility for payment for this work. Contractors should note that it is the responsibility of the Tenant to obtain the Council's prior written approval to carry out works of a structural nature to the property, and contractors will be obliged to ensure that this approval has been granted prior to carrying out any work.
- 20 The contractor must maintain the highest levels of confidentiality regarding any personal information that is supplied to them about the tenants by the Council, also including any other information they may acquire whilst working at the tenant's home. Contractors must not discuss with the tenant the Council's business, other tenants, other properties, previous workmanship or other contractors.
- 21 The contractor should not under any circumstances accept gifts from tenants.

#### ***Special considerations***

- 22 The Contractor should take special care when working in properties where the tenant has a mobility impairment, it is important to ensure that their movement is not restricted. If the work is likely to cause inconvenience or obstruction, this should be discussed with the tenant prior to commencing any work. Any furniture and other items that have to be moved to allow the work to be carried out should be repositioned once the work has been completed.

#### **1.45 CONTRACTORS CODE OF CONDUCT (contd.)**

- 23 When dealing with a tenant that is deaf or has a hearing impairment it is important to take this into account. Some simple steps that can be used are:  
Ensure that you have attracted their attention
- a) Face the person you are talking to and speak at your usual tone/volume, unless the tenant specifically requests that you speak up.
  - b) If necessary write things down
  - c) Ensure that the tenant knows if you have to leave the property for any reason and try to give an idea of when you will be returning.
- 24 When dealing with a tenant that is visually impaired, blind or partially sighted it is important to take this into account. Some simple steps that can be used are:
- a) Ensure that you introduce yourself on arrival using an agreed password if this system is in use. Show your identity card if this is appropriate.
  - b) Explain clearly what the job you are going to do is and where you will be working.
  - c) If it is necessary to move items of furniture in order to carry out the work, these should be replaced in exactly the same position on completion of the work.
  - d) Ensure that the tenant knows if you have to leave the property for any reason and try to give an idea of when you will be returning.
- 25 Some tenants may feel nervous about having a stranger in their home. It is therefore important to identify yourself, your organisation and purpose of visit **before** entering the premises. In some instances it may be necessary for the tenant to arrange for someone else to be present at the property whilst work is carried out.
- 26 The Contractor should pay particular attention to the religious belongings of tenants, for instance, do not disturb a religious object without first asking if it can be moved. If a tenant asks you to comply with a particular religious or ethnic procedure, you should respect their request wherever possible. If this is going to have implications for your safety or ability to carry out the work, you should contact the Council for advice before proceeding.
- 27 Should the Contractor encounter a tenant who does not speak English they should contact the Council for advice.
- 28 Whilst working in occupied premises there may be circumstances when the contractor is unhappy to work in a property, for example a tenant who is under the influence of drugs or alcohol or who is verbally abusive. If a situation like this occurs, and you feel you cannot work in these circumstances, you should explain to the tenant, if possible, why you are leaving and report to incident to the Council.
- 29 If any valuable items are left within your working area, i.e. purses, cheque books, jewellery etc, it is advisable to ask the tenant to move them to somewhere more secure. This is to protect you, should these valuables subsequently go missing.
- 30 There may be instances where a Contractor is faced with violence or the threat of violence. It is advisable not to get drawn into these situations but to leave the premises as quickly as possible and report the incident to the Council.

#### **1.46 INDEMNITY**

The Company agrees with the Client throughout the term to indemnify and keep indemnified the Client from and against any and all loss, damage or liability suffered and legal fees and costs incurred by the Client resulting from a breach of this Agreement by the Company including:

- 7.1.1 any act neglect or default of the Company's employees or agents or;
- 7.1.2 breaches in respect of any matter arising from the supply of the Services resulting in any claim by a third party.

**1.46 INDEMNITY** (contd.)

The Client shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any death accident or injury to any workman or other person in the employment of the Company (including agents or sub-contractors) save and except to the extent that such accident or injury results from or is contributed to by any act or default of the Client their agents or servants and the Company shall indemnify and keep indemnified the Client against all such damages and compensation (save and except as aforesaid) and against all claims demands proceedings costs charges and expenses whatsoever in respect thereof or in relation thereto.

# SPECIAL CONDITIONS

**Agreement:** shall mean the main terms and conditions, the Schedule and the Special Conditions. If there is an inconsistency between any of the provisions in the main terms and conditions of this agreement and the Special Conditions, the provisions of the Special Conditions shall prevail.

**Commencement date** – “This agreement shall be deemed to have commenced on 18<sup>th</sup> January 2022 (Commencement Date)”

## 1. PREVENTION OF FRAUD AND BRIBERY – DEFINITIONS

**Bribery Act:** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**Default:** any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement

- (a) in the case of the Client, of its employees, servants, agents; or
- (b) in the case of the Company, of its Sub-Contractors or any Company's Personnel, in connection with or in relation to the subject matter of this Agreement and in respect of which such Party is liable to the other.

**Effective Date:** the date on which this Agreement is signed by both Parties

**Prohibited Act:** the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Client a financial or other advantage to:
  - (i) induce that person to perform improperly a relevant function or activity; or
  - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- (c) committing any offence:
  - (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);
  - (ii) under legislation or common law concerning fraudulent acts;
  - (iii) defrauding, attempting to defraud or conspiring to defraud the Client.
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK.

**Services:** the services to be delivered by or on behalf of the Company under this agreement.

**Sub-Contract:** any contract or agreement, or proposed contract or agreement between the Company and any third party whereby that third party agrees to provide to the Company the Services or any part of the Services, or facilities or services necessary for the provision of the Services or any part of the Services, or necessary for the management, direction or control of the Services or any part of the Services.

**Sub-Contractor:** the third parties that enter into a Sub-Contract with the Company.

**Company's Personnel:** all employees, staff, and other workers of the Company and of any Sub-Contractors who are engaged in the provision of the Services from time to time.

## **1.1 Prevention of Fraud and Bribery**

- 1.1.1 the Company represents and warrants that neither it, nor to the best of its knowledge any Company's Personnel, have at any time prior to the Effective Date:
- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
  - (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 1.1.2 the Company shall not during the term of this Agreement:
- (a) commit a Prohibited Act; and/or
  - (b) do or suffer anything to be done which would cause the Client or any of the Client's employees, Companies, contractors, sub-contractors or agents to contravene any of the Bribery Act or otherwise incur any liability in relation to the Bribery Act.
- 1.1.3 the Company shall during the term of this Agreement:
- (a) establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Bribery Act and prevent the occurrence of a Prohibited Act; and
  - (b) keep appropriate records of its compliance with its obligations under Clause 1.1.2(a) and make such records available to the Client on request.
- 1.1.4 the Company shall immediately notify the Client in writing if it becomes aware of any breach of Clause 1.1 and/or 1.1.1, or has reason to believe that it has or any of the Company's Personnel have:
- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
  - (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
  - (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Agreement has committed or attempted to commit a Prohibited Act.
- 1.1.5 If the Company makes a notification to the Client pursuant to Clause 1.1.3, the Company shall respond promptly to the Client's enquiries, co-operate with any investigation, and allow the Client to audit any books, records and/or any other relevant documentation reasonably required by the Client.
- 1.1.6 If the Company is in Default under Clauses 1.1 and/or 1.1.1, the Client may by notice:
- (a) require the Company to remove from performance of this Agreement any Company's Personnel whose acts or omissions have caused the Default; or
  - (b) immediately terminate this Agreement.
- 1.1.7 Any notice served by the Client under Clause 1.1.5 shall specify the nature of the Prohibited Act, the identity of the Party who the Client believes has committed the Prohibited Act and the action that the Client has elected to take (including, where relevant, the date on which this Agreement shall terminate).

## 2. EQUALITY AND DIVERSITY

the Company shall:

- (a) perform its obligations under this Agreement (including those in relation to the Services) in accordance with:
  - (i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
  - (ii) the Client's equality and diversity policy as provided to the Company from time to time; and
  - (iii) any other requirements and instructions which the Client reasonably imposes in connection with any equality obligations imposed on the Client at any time under applicable equality Law; and
- (b) take all necessary steps, and inform the Client of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

## 3. DATA PROTECTION

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

### 3.1 Data processing

- 3.1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 3 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 3.1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Company is the Processor. The Data Protection Schedule sets out the scope, nature and purpose of processing by the Company, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 3.1.3 Without prejudice to the generality of clause 3.1.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Company and/or lawful collection of the Personal Data by the Company on behalf of the Client for the duration and purposes of this agreement.
- 3.1.4 Without prejudice to the generality of clause 3.1.1, the Company shall, in relation to any Personal Data processed in connection with the performance by the Company of its obligations under this agreement:
  - (a) process that Personal Data only on the documented written instructions of the Client unless the Company is required by Domestic Law to otherwise process that Personal Data. Where the Company is relying on Domestic Law as the basis for processing Personal Data, the Company shall promptly notify the Client of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Company from so notifying the Client;
  - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, 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) ensuring that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

- (c) not transfer any Personal Data outside of the UK unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
  - (i) the Client or the Company has provided appropriate safeguards in relation to the transfer;
  - (ii) the Data Subject has enforceable rights and effective remedies;
  - (iii) the Company 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 Company complies with the reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- (d) notify the Client 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 Client in responding to any request from a Data Subject and in ensuring compliance with the Client'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 Client immediately 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 agreement;
- (g) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination or expiry of the agreement 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 3 and allow for audits by the Client or the Client's designated auditor and immediately inform the Client if, in the opinion of the Company, an instruction infringes the Data Protection Legislation.

3.2 The Company shall indemnify the Client against any losses, damages, cost or expenses incurred by the Client arising from, or in connection with, any breach of the Company's obligations under this clause 3.

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

- (a) notify the Client in writing of the intended processing by the Sub-Contractor;
- (b) obtain prior written consent to the processing;
- (c) ensure that any Sub-Contract imposes obligations on the Sub-Contractor to give effect to the terms set out in this clause 3.



- 3.4 Either party may, at any time on not less than 30 Days' written notice revise this clause 3 by replacing it with any applicable controller to processor standard clauses or similar terms adopted by the Information Commissioner or forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- 3.5 The provisions of this clause shall apply during the continuance of the agreement and indefinitely after its expiry or termination.

### **3.6 Data Protection Schedule**

#### **3.6.1 Data processing**

- (a) The Company shall comply with any further written instructions with respect of processing by the Client.
- (b) Any such further instructions shall be incorporated into this Schedule.
- (c) Processing by the Company
  - i. Scope
  - ii. Nature
  - iii. Purpose of processing
  - iv. Duration of processing
  - v. Types of Personal Data
  - vi. Categories of Data Subject

## **4. FREEDOM OF INFORMATION & ENVIRONMENTAL INFORMATION REGULATIONS – DEFINITIONS**

**Commercially Sensitive Information:** the information listed in schedule comprising information of a commercially sensitive nature relating to the Company, its intellectual property rights or its business or which the Company has indicated to the Client that, if disclosed by the Client, would cause the Company significant commercial disadvantage or material financial loss.

**Confidential Information:** any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and Companies of the Company, including intellectual property rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including Commercially Sensitive Information.

**Environmental Information Regulations:** the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

**FOIA:** the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Information:** has the meaning given under section 84 of FOIA.

**Request for Information:** a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.

**Services:** the services to be delivered by or on behalf of the Company under this agreement.

**Sub-Contract:** any contract or agreement or proposed contract or agreement between the Company and any third party whereby that third party agrees to provide to the Company the Services or any part thereof or facilities or services necessary for the provision of the

Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof.

**Sub-Contractor:** the third parties that enter into a Sub-Contract with the Company.

## **5. FREEDOM OF INFORMATION & ENVIRONMENTAL INFORMATION REGULATIONS**

- 5.1 the Company acknowledges that the Client is subject to the requirements of the FOIA and the EIRs. The Company shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the Client to enable the Client to comply with its obligations under the FOIA and EIRs;
  - (b) transfer to the Client all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
  - (c) provide the Client with a copy of all Information belonging to the Client requested in the Request For Information which is in its possession or control in the form that the Client requires within 5 Working Days (or such other period as the Client may reasonably specify) of the Client's request for such Information; and
  - (d) not respond directly to a Request For Information unless authorised in writing to do so by the Client.
- 5.2 the Company acknowledges that the Client may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Company. The Client shall take reasonable steps to notify the Company of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Client shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

## **6. ANTI-SLAVERY AND HUMAN TRAFFICKING**

### **6.1 Definitions**

**Anti-slavery Policy:** the Customer's anti-slavery policy.

### **6.2.1 Compliance with Anti-Slavery and Human Trafficking Laws and Policies**

In performing its obligations under the agreement, the Supplier 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) comply with the Anti-slavery Policy **OR** have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance; and
- (c) 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
- (d) include in its contracts with its direct subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 6.2.1 **OR** ensure **OR** require that each of its direct subcontractors and suppliers shall comply with the Anti- slavery policy and 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.

### **6.3 Due Diligence**

The Supplier represents and warrants that at the date of this agreement:

- 9.3.1 its responses to the Customer's slavery and human trafficking due diligence questionnaire are complete and accurate; and
- 9.3.2 neither the Supplier nor any of its officers, employees or other persons associated with it:
  - 9.3.2.1 has been convicted of any offence involving slavery and human trafficking; and
  - 9.3.2.2 having made reasonable enquiries, so far as it is aware **OR** 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.
- 9.3.3 The Supplier shall implement due diligence procedures for its direct subcontractors, and suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

### **6.4 Subcontracting**

- 6.4.1 The Supplier shall not subcontract its obligations under this agreement without the prior written consent of the Customer.
- 6.4.2 In order to help the Customer reach a decision on a proposed subcontract, the Supplier shall provide the Customer with a copy of any proposed subcontract, together with any other information that the Customer may reasonably require about the proposed subcontractor.
- 6.4.3 If the Customer agrees that the Supplier may subcontract its obligations, the Supplier shall implement an appropriate system of due diligence, audit, and training for its subcontractors that is designed to ensure their compliance with the Anti-slavery Policy.

### **6.5 Reports**

- 6.5.1 The Supplier shall notify the Customer as soon as it becomes aware of:
  - 6.5.1.1 any breach, or potential breach, of the Anti-slavery Policy; or
  - 6.5.1.2 any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.
- 6.5.2 The Supplier shall prepare and deliver to the Customer, by March each year, 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.

### **6.6 Record Keeping and Audits**

The Supplier shall:

- 6.6.1 maintain a complete set of records to trace the supply chain of all Goods and Services provided to the Customer in connection with this agreement; and
- 6.6.2 permit the Customer and its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this clause, to have access to and take copies of the Supplier's records and any other information and to meet with the Supplier's personnel to audit the Supplier's compliance with its obligations this clause; and
- 6.6.3 implement annual audits of its compliance and its direct subcontractors' and suppliers' compliance with the Anti-slavery Policy, either directly or through a third party auditor. The first set of audits shall be completed by March 2023.

### **6.7 Training**

- 6.7.1 The Supplier shall implement a system of training for its employees, suppliers and subcontractors to ensure compliance with the Anti-slavery Policy.

6.7.2 The Supplier shall keep a record of all training offered and completed by its employees, suppliers and subcontractors to ensure compliance with the Anti-slavery Policy and shall make a copy of the record available to the Customer on request.

**6.8 Indemnity**

The Supplier shall indemnify the Customer against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Customer as a result of any breach of Anti-slavery Policy.

**6.9 Warranties**

The Supplier represents, warrants and undertakes that it conducts its business in a manner that is consistent with the Anti-slavery Policy.

**6.10 Termination**

The Customer may terminate the agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of the COMPLIANCE WITH LAWS AND POLICIES CLAUSE DUE DILIGENCE CLAUSE SUBCONTRACTING CLAUSE REPORTS CLAUSE AUDIT CLAUSE TRAINING CLAUSE WARRANTIES CLAUSE.

**7. ENVIRONMENTAL**

**7.1 Environmental Policy**

General building materials shall be sourced from a supplier holding ISO14001 certification, proving environmentally aware management systems.

The Contractor is responsible for recycling or disposing of waste at approved disposal sites and shall include the costs thereof within his tender. Waste is to be cleared from dwellings at the end of the day. On no account is waste to be stored in gardens, not even on a temporary basis.

Waste arising from works that is not recyclable is to be stored in enclosed, skips until full. All full skips must be removed from site immediately. The Contractor is responsible for supplying all skips required and finding suitable locations for them. The Contractor is also responsible for obtaining all licences and approvals required.

The Contractor will implement and observe the Employer's Code of Practice for noise and dust from construction sites. If the works specified require the use of a substance and there is a choice available of two or more substances that are similarly priced then the Contractor will give preference to the substance which causes the least environmental harm and then the substance that is produced by the least environmentally damaging process. In particular the Contractor will avoid the use of peat or CFC blown insulation or packing and avoid the use of the most hazardous wood preservatives.

**7.2 Environmental Statement**

We are becoming more aware of the pressures we are putting our planet under, global warming and resource management are of the most concern. The Stern report and the Government reassure us "it's good business to be "Green", most believe the planet cannot sustain the human race unless we practice being "Green".

# WALL/21/1: External Repairs to Walls and Associated Works

## 1. General Items

- 1.01 All properties included in this scheme are occupied and will remain so for the duration of the work. It is imperative that the Principal Contractor (hereinafter referred to as the PC) ensures that all dwellings included in this contract (as well as those adjoining and affected by the works) are left in a watertight, safe, and habitable condition throughout the course of the works. The PC must allow for all such costs associated with working at occupied premises and complying with this clause.
- 1.02 The nature and extent of the work varies from property to property.
- 1.03 The codes of conduct described hereinafter apply to all properties.
- 1.04 The 'Specification of Work and Workmanship' Clauses detailed herein apply to all dwellings where work is undertaken. The specific clauses applying depend on the nature of the work and are as detailed in the 'Work Schedules'.
- 1.05 No programme of works are available at the time of tender however, the programme will be spread across the borough of Ashford Kent and will include various architypes. A list of the previous year's programme can be requested as an example. Your rates will be available to other teams within the council for use with the same terms and conditions.
- 1.06 The PC **must** include within his unit pricing to include for everything which falls within the scheduled description of works.
- 1.07 The PC **must** identify where services (e.g. overhead electricity supplies/BT telephone wires) will obstruct or otherwise affect or impede the execution of the works. Where they will do so, the PC is responsible for liaising with the relevant service providers and subsequently ordering, organising, and paying all and any fees required to disconnect, alter, re-site, and reinstate services – all as required to facilitate the works.
- 1.08 In particular; the PC **must** satisfy himself that the specification requirements can be executed in full. Any structural defect or other restriction that (in the PC's opinion) will prevent or seriously hinder the execution of the works, is to be notified to the Contract Administrator (hereinafter referred to as the CA) immediately.
- 1.09 No claims or 'Extension of Time' requests will be entertained for anything that could have reasonably been avoided.
- 1.10 A detailed programme of works (allowing for suppliers' lead times) must be submitted by the successful tenderer for the CA's approval as part of the contractor's proposals during the contract preparation period.

- 1.11 The programme must indicate the intended start and completion date for the project, together with the start and completion date for each property. It must also be structured to deliver an efficient, orderly approach which delivers the least possible disruption to tenants (and anyone else affected by the works).
- 1.12 **The CA reserves discretion to “fine tune” the programme where it is practical and reasonable to do so.**
- 1.13 The PC will not be allowed to work on more than five properties at the same time. Before starting work (excluding erection of scaffolding) on a new 5<sup>th</sup> property, work will be completed on the previous property to the satisfaction of the CA, this will include including snagging and making good defects.
- 1.14 Where there are several properties in the same area, the CA will give consideration to allowing scaffolding to be erected on a reasonable number of properties simultaneously.
- 1.15 On some properties services and equipment are fixed to or pass through parts of the structure. These include satellite dishes, aerials, and cables (telecommunications, overhead electrical supplies etc.).
- 1.16 All services **must** be maintained during the course of the works. The PC must allow for liaising with the appropriate providers/authorities and organising and paying for any temporary supplies or alterations that are necessary to facilitate the works (including permanent alterations and repositioning - where this is the best option).
- 1.17 **For clarity, the PC is responsible for arranging and paying for the temporary or permanent relocation of BT equipment that is impeding the works.**
- 1.18 Any specific health and safety requirements necessary for working close to overhead electricity supplies (such as sleeving supplies) are to be observed, allowed for in the tender, and incorporated into the relevant method statements for each particular part of the works.
- 1.19 Any disputes regarding picture quality, signal strength, and continuation of service provision for television and other services are to be dealt with directly by the PC. The successful PC is therefore **strongly advised** to establish the reception levels and quality of service being received at each property before starting work. It would also be in the PC's interest to ensure that he and the resident sign a log to confirm the findings.
- 1.20 The PC must allow for all alterations and re-tuning of equipment etc. which may be required to keep the relevant services working successfully - as often as is necessary during the course of the works. Should tenants report that a service is not working as it was or should (e.g. satellite TV), the PC must ensure that it is restored by the end of the day. Should the PC not be able to comply, the CA will arrange for an appropriate company to attend on a call out basis and recharge the sum incurred to the PC.
- 1.21 The cost of any new fittings, cables, etc. (including temporary fittings) required to alter, move or reinstate any services (temporary or otherwise) in order to facilitate the works, is the responsibility of, included in the price.

- 1.22 All costs associated with restoring equipment or services to its original level of service is also the responsibility of, and shall be included in the price.
- 1.23 The PC must inform residents (in writing) of their intention to start work, giving at least fourteen days' notice. This includes immediate neighbours who will be affected by the works.
- 1.24 The notification must:
- Explain (in full) the extent of the work.
  - Outline what the likely disturbance will be.
  - Give an indication of how long the work will go on.
  - Ask residents to remove any goods, plants or other articles that might be in the way or which could get damaged.
  - Give contact details for any queries and concerns which might arise and a number suitable for reporting emergencies (including out of hours).
- 1.25 Work at party walls and chimney stacks must be restricted to that half owned by Ashford Borough Council.
- 1.26 The CA has no objection to the PC soliciting work from adjoining owners **as long as this does not have a detrimental effect on the contract's progress**. Any such private work carried out thus will not form part of this contract.
- 1.27 The PC must provide a Supervisor to represent them who is to be available and at the disposal of the CA all reasonable times.
- 1.28 The Supervisor is to be provided with a mobile telephone that utilises a network that covers all sites so far as reasonably practicable. The contact details are to be made known to every resident affected by the work (see clause 1.08). The Supervisor must respond in a courteous manner and without delay to any concerns or queries received.
- 1.29 The Supervisor is responsible for ensuring that the works are planned and executed efficiently and maintaining good communications with residents. All works undertaken must be in strict accordance with the contract conditions. The Supervisor must liaise with residents and adjoining owners during the work on any issues which may affect them.

- 1.30 The PC must allow for the installation, adaptation/maintenance, dismantling and removal of all temporary works and protection needed to undertake the works. All such temporary works provided must comply with current regulations, approved Codes of Practice, and HSE guidelines. All plant and equipment used must be specifically designed to protect persons and property and allow the safe and proper execution of the works. For clarity, temporary works and protection includes, but is not limited to:
- Scaffolding, false work, shoring, supports, screens, fans, netting and other methods of restraint.
  - any measures (i.e. Herras fencing) necessary to secure the site or site
  - Accommodation.
  - Temporary weathering required to prevent ingress or damage by inclement weather.
  - Any alteration or diversion of footways to ensure safe access by the public.
- 1.31 All making good to: damaged structures, hard and soft landscaping, and cleaning found necessary after removal - **this to include for, and the PC should allow for in his tender, making good, cleaning of windows, doors, frames, canopies, cleaning out gutters, downpipes, gullies and all other items affected by the works - on completion of the works.**
- 1.32 The PC shall provide and find suitable locations for all site accommodation necessary to fulfil his duties under the Construction (Design and Management) Regulations 2007. Any licences (and fees) required for such plant and equipment are the responsibility of the PC. ABC land where appropriate will be made available free of charge for the duration of the need for welfare facilities etc. in the location in conjunction with these works. Any over stay period may incur charges. The contractor must reinstate the ground/surfaces on removal.
- 1.33 **No works will be allowed to commence until suitable welfare facilities complying with these regulations have been provided.**
- 1.34 The successful PC will be required to provide a waste management plan which must demonstrate a commitment to sorting and recycling construction waste arising from the works.
- 1.35 Waste must not be allowed to accumulate and must be disposed of into skips without undue delay. Waste must not to be stored within gardens – even temporarily.
- 1.36 Resident's gardens and surrounding communal areas must be left clean, tidy, and in a safe condition at the end of each activity. As well as his visits during the day, the Supervisor must, at the end of each day, inspect all properties where work is underway and ensure that the site is clean, tidy & safe and that all other conditions (such as the removal of waste) have been observed.
- 1.37 The PC is to provide suitable and sufficient lockable waste skips for the works. These are not to be sited on roads or footways, nor is it acceptable to stack or store materials (or waste) next to the skips - except for short loading and off-loading periods. Skips must be removed as soon as they are full.



- 1.38 For clarity, the management of any sub-contractors, suppliers, or statutory authorities involved with the works, is the responsibility of the PC. The codes of conduct and behaviour required under this contract apply equally to all involved in the work.
- 1.39 The PC must satisfy himself that any organisations he intends to use can meet the standards required. The PC must submit a list of sub-contractors and suppliers that he intends to use as part of his tender submission.
- 1.40 No works are to be undertaken to privately owned properties except by prior agreement with the CA. No repairs shall extend beyond the centre line of the party wall line unless the PC is privately commissioned to do so by the adjoining owner.
- 1.41 Any company or other commercial vehicles used in connection with the works, including those of sub-contractors and suppliers, are the PC's responsibility.
- 1.42 The PC must ensure that an acceptable level of respect, courteousness, and good manners are displayed to residents at all time. Deliveries should be planned and co-ordinated to avoid busy times, and times when children are not at school. Adequate supervision and protection must be given to ensure damage does not occur to any structures, hard or soft landscaping, parked vehicles, or other property in proximity to the work.
- 1.43 Any such damage so caused must be made good promptly and solely at the PC's expense.
- 1.44 The PC must provide and ensure that all personnel are provided with:
- Photo Identity cards containing their name and company contact details.
  - The correct equipment and P.P.E for the work involved.
- 1.45 This contract will be subject to frequent visits by the CA to ensure that all relevant regulations and Codes of Practice are being observed.
- 1.46 Shouting, offensive or foul language, lewd behaviour, excessive noise (including the playing of radios or other sound systems) and any other disrespectful behaviour will not be tolerated from any personnel involved in this contract.
- 1.47 It is the PC's responsibilities to manage his own staff and sub-contractors alike and to ensure that such behaviour does not occur.

# **WALL/21/1: External Repairs to Walls and Associated Works**

## **2. Removal and Disposal of Asbestos Material**

- 2.01 No asbestos based materials have been identified in connection with these works. Any works where asbestos is discovered or suspected and will be disturbed by the works is to be suspended until the CA has been advised of all the details and issued his instructions.

# **WALL/21/1: External Repairs to Walls and Associated Works**

## **3. Scaffolding**

- 3.01 All scaffolding, including installation and maintenance thereof, must comply with:
- The Construction (Working Places) Regulations 1996.
  - BS EN12811-1, NASC guidance TG20:13 or the most current version and
  - The Working at Height Regulations 2005.
- 3.02 Scaffolding must be provided wherever required under the Construction (Working Places) Regulations 1996 and the Working at Height Regulations 2005. Where provided, scaffolding shall have 5 board wide platforms, be independent, tied scaffolding of a design which gives access to all work areas. Chimney scaffolds must be provided every time that work is to be carried out on a chimney stack. All scaffolding erected must provide safe and easy access to all areas required. Work platforms and scaffolding must be designed to take, and be capable of carrying, any temporary loadings that it is anticipated it will need to take. Any materials placed on scaffold platforms must be for immediate use.
- 3.03 Subject to the requirements of prevailing regulations referred to above at 2.02, the use of appropriate proprietary tower scaffolds (to the CA's approval) are permitted to access areas above ground level accommodation which require work of a minor and light nature (such as removing downpipes, pointing holes, re-pointing small or isolated areas, cleaning gutters etc.). Tower scaffolding is not an appropriate platform for, and will not be permitted under this contract, undertaking large areas of re-pointing such as whole (or approaching whole) elevations, nor is it to be used to provide access to work required on chimney stacks.
- 3.04 To avoid the risk of falling objects, overloading of scaffolds, trips and falls, etc.; any materials (new or old) that are not for immediate use must not be stored above ground level. Waste arising from the works must be removed from scaffolding platforms to ground level as and when it arises. Tools and plant must be stacked securely, and removed promptly on completion of the task in hand.
- 3.05 The PC must ensure that all scaffolding erected provides the public with complete protection from the ongoing works. This includes, but is not limited to:
- brick guards
  - mesh screens as necessary
  - suspended tarpaulins (or nets) under the work platforms to trap falling dust and debris
  - fan details above doorways or other thoroughfares high visibility foam padding to standards at ground level on access routes to FEDs
- 3.06 The working platform must be cleared at the end of each working day. On no account, are boards to be overturned.

- 3.07 Scaffolds must be struck and cleared within two working days of being signed-off by the CA. Gardens must be cleared of any remaining debris after removal.
- 3.08 The PC must ensure that any scaffolding erected allows clear, safe access for the residents at all times. All external doors, windows, fire escapes, pathways and access points to buildings (including outbuildings and garages) must be kept clear and unrestricted.
- 3.09 The successful PC is to liaise with and arrange for all of their sub-contractors (including the scaffolding suppliers) to attend a 'Pre-Contract Meeting' at which any concerns and issues can be raised and the standard of service expected confirmed.

# WALL/21/1: External Repairs to Walls and Associated Works

## 4. Brickwork and Concrete Repairs

### Chimney Stack Repairs

- 4.01 Where chimney stacks have been identified for repair and renovation the PC must, in addition to the works stated in the individual work schedules, allow for and comply with the following standards and requirements.
- 4.02 The PC **must** establish and satisfy himself as to the use of each flue and ensure that each flue complies with the following criteria:
- **Flues serving gas fired appliances:** must have both a chimney pot (canon head type) & a suitable gas terminal insert.
  - **other “live” flues:** must have a suitable chimney pot (canon head type) and a suitable terminal insert
  - **Redundant flues:** must have a suitable chimney pot (canon head type) and a suitable ventilated cap insert.
- 4.03 Before undertaking any work to chimney stacks which could result in debris falling down flues (such as chopping out and replacing spalled brickwork or installing new chimney pots etc.), the PC must firstly arrange for a Gas Safe engineer to isolate any gas appliance using the flue. Once the repairs have been completed, the PC must arrange for the flue to be swept clean of any debris which may have fallen down it during the works and the gas appliance refitted and re-commissioned.
- 4.04 The PC must liaise with residents and advise them that the appliance will be out of use until the repair is complete. He must agree an acceptable date for the works to take place and ensure that the works (including commissioning and testing) must be carried out in a single day.
- 4.05 The disconnection, reconnection, commissioning and testing of appliances and flues must only be undertaken by a Gas Safe registered engineer (or an OFTEC registered company for oil fired appliances). The appropriate test certificate (CP12 or OFTEC CD/10) must be provided to the resident, together with a copy to the C.A.
- 4.06 Work to gas appliances, flues, or pipe work must be in accordance with the Gas Safety (Installation and Use) Regulations 1998. All new fittings must be terracotta and as supplied by Red Bank.

### Re-Building Chimney Stacks

- 4.07 Before commencing any work the PC must firstly arrange for a Gas Safe engineer to isolate any gas or oil appliance(s) using the flue(s). Once the repairs have been completed, the PC must arrange for the flue to be swept clean of any debris which may have fallen down it during the works and the gas/oil appliance(s) refitted and re-commissioned.

- 4.08 TV aerials – replacing T&K brackets and wire straps or relocating? Re-fixing satellite dishes – can't be same day on new brickwork so need alternative arrangement.
- 4.09 The PC must liaise with residents and advise them that they will not be able to use the appliance until the repair is complete. He must agree an acceptable date for the works to take place and ensure that the works (including commissioning and testing).
- 4.10 All gas appliances using the chimney stack that is to be rebuilt must be disconnected before works start and reconnected on completion. The disconnection, reconnection, commissioning and testing of gas appliances and flues must only be undertaken by a Gas Safe registered engineer (or an OFTEC registered company for oil fired appliances). The appropriate test certificate (CP12 or OFTEC CD/10) must be provided to the resident together with a copy to the C.A.
- 4.11 Work to gas appliances, flues, or gas supply pipe work must be in accordance with the Gas Safety (Installation and Use) Regulations 1998.
- 4.12 Having observed the procedures aforementioned, carefully remove and set aside all sound fittings (chimney pots etc.) for re-use (to the CA's approval). Take down the chimney stack to a level below the lowest point of intersection with the roof. Immediately dispose of all waste and debris arising to skip. Allow for any temporary supports required.
- 4.13 Rebuild chimney stack to original detail, line, and level using materials which closely match the original (to the CA's approval). Brickwork to be raised using 1:1:6 lime gauged mortar pointed to a neat weather-struck finish as works proceed.
- 4.14 Re-fix salvaged chimney pots and terminals ensuring observance of the requirements for chimney pots and inserts stated in clause 4.01. Renew lead work in accordance with clause 4.15. Sweep flues on completion and re-connect and test any appliances, as necessary.

### **Flaunching /Pots/Terminals**

- 4.15 Carefully hack off defective flaunching to each stack and remove and, where possible, set aside existing chimney pots and fittings for re-use – Should existing pots be broken, broken by removal or deteriorated, supply and fix new Redbank Canon style pots. Make good any disturbed areas of brickwork and generally prepare ready to receive salvaged pots. Re-bed all salvaged fittings in 1:3 cement/sharp sand mortar at an average thickness of 100mm thick, and flaunch to a neat, uniform, symmetrical finish (shouldered on all sides).

## Cut Out and Replace Spalled/Damaged Brickwork

- 4.16 Carefully cut out loose, cracked and spalled brickwork and stitch in new matching face brickwork using 1:1:6 lime gauged mortar pointed to a neat finish as works proceed (pointing style to match existing). Ensure that new brickwork lines through with and is laid to the same bond as that prevailing in the main body of brickwork.

## Cut Out and Replace Spalled/Damaged Brickwork around Sink/Bath Wastes

- 4.17 To allow brickwork repairs to be undertaken and renew (in white) on completion. Cut out loose, cracked, spalled, broken, incomplete or otherwise damaged bricks (where disturbed by previous work) and stitch in new face brickwork using 1:1:6 lime gauged mortar pointed to a neat finish as works proceed (pointing style to match existing). Ensure that new brickwork lines through with and is laid to the same bond as that prevailing in the main body of brickwork, once set core new hole and install new length of sink waste pipe as required.

## Face Up Brickwork

- 4.18 Face up spalled brick face in 1: 1: 6 lime gauged mortar, flip up and show good face.

## Make Good Holes & Cracks

- 4.19 Rake out any loose mortar to holes in bed joints, perpends, or brick faces left by the removal of former fixings (such as replaced downpipe brackets/removed nails/removed waste pipes etc.), insect attack, or weathering. Generally prepare and carefully in-fill holes and point to a neat finish in 1: 1: 6 lime gauged mortar using sand which closely matches that of the existing (pointing style to match existing) provide helix or similar system.

## Clean Brickwork

- 4.20 Clean algae, moss, or efflorescence from brickwork using an air gun and a non-caustic cleaning agent and a bristle brush.

## Re-pointing

- 4.21 Remove any rainwater goods which may be an impediment, set aside for re-use and reinstate on completion of pointing. Rake out all brickwork joints (bed joints and perpends) to a depth of 20mm using an appropriate mechanical means with an effective dust extraction unit. Clear raked out joints to remove dust and pressure wash out remaining dust. Once dry, wet lightly with water and re-point areas of prepared brickwork with an **electrical pumped mortar system** to a neat weather-struck finish / bucket handle finish. Mortar for re-pointing shall be 1: 1: 6 lime gauged mortar using sand which closely matches that of the existing. Mortar must be well worked in to joints so that they are completely filled from back to front, without void pockets. For small and isolated areas of pointing the style is to match existing.

- 4.22 Clean out all debris resulting from the above work from all gutters, downpipes and gullies. The gutters are to be flushed through with clean water, and tested.

### **Re-pointing DPC Courses**

- 4.23 Re-pointing of DPC joints must be handled extremely carefully so as to avoid damaging the DPC. Remove all loose mortar back to the edge of the DPC - taking care not to damage it. Remove dust, wet-lightly, and re-point areas of prepared brickwork to a neat weather-struck / bucket finish. Mortar for re-pointing shall be 1: 1: 6 lime gauged mortar using sand which closely matches that of the existing. Ensure that mortar is well worked in to the joint.

### **Rendering to Lintels**

- 4.24 Generally prepare concrete for repair by breaking out and removing all areas of loose and spalled concrete, and removing all signs of rust on any exposed reinforcement by wire brushing. Prime prepared reinforcement using an appropriate concrete primer, such as Sika Mono-top include a rust care system to be applied if required 610. Rebuild concrete to original profile using appropriate concrete repair mortar such as Sika Mono-top 615, all strictly in accordance with the manufacturer's recommendations and relevant standards.



## **WALL/21/1: External Repairs to Walls and Associated Works**

### **5. Ancillary Repairs**

#### **Clear and Clean Rainwater Goods**

- 5.01 The PC shall allow for cleaning out all gutters, rodding down pipes and clearing out galleys. On completion, the gutters are to be replace any missing covers through with clean water, and tested.

#### **Ground Works**

- 5.02 Excavate external ground level to a depth of at least 150mm below the DPC and grade spoil away from building. Allow for removal of surplus soil.

#### **Removing Vegetation**

- 5.03 Remove Ivy or other vegetation from wall surfaces. Treat local areas with approved retardant and “kill-off” growth at ground level. Treat root with a systemic rook kill product. Allow for raking out and repointing damaged mortar beds, locally.

#### **Painting**

- 5.04 Thoroughly prepare and apply two coats of masonry paint (after any necessary re-pointing repairs have been carried out). Paint colour is to match existing as closely as possible and is to be applied strictly in accordance with the manufacturer’s instructions.
- 5.05 Mould / algae treatment to painted surfaces (biocide, clean and inhibitor).

## WALL/21/1: External Repairs to Walls and Associated Works

### 6. Work Schedules

#### 6.01 Schedule of Dwellings.

Address	Type	Section 3 (scaffolding)	Section 4&5 (repoint and repair)	M <sup>2</sup>	Total
1 Oak Tree Road, TN23 4QR	Terraced				
9 Oak Tree Road, TN23 4QR	Terraced				
44 Oak Tree Road, TN23 4QP	Semi-Detached				
47 Oak Tree Road, TN23 4QP	Terraced				
51 Oak Tree Road, TN23 4QP	Semi-Detached				
59 Oak Tree Road, TN23 4QP	Terraced				
60 Oak Tree Road, TN23 4QP	Terraced				
61 Oak Tree Road, TN23 4QP	Terraced				
67 Oak Tree Road, TN23 4QP	Semi-Detached				
70 Oak Tree Road, TN23 4QP	Semi-Detached				
71 Oak Tree Road, TN23 4QP	Terraced				
73 Oak Tree Road, TN23 4QP	Terraced				
31 Noakes Meadow, TN23 4QY	Semi-Detached				
32 Noakes Meadow, TN23 4QZ	Terraced				
36 Noakes Meadow, TN23 4QZ	Terraced				
37 Noakes Meadow, TN23 4QZ	Terraced				
39 Noakes Meadow, TN23 4QZ	Terraced				
49 Noakes Meadow, TN23 4QZ	Semi-Detached				
51 Noakes Meadow, TN23 4QZ	Semi-Detached				
38 Noakes Meadow, TN23 4RA	Terraced				

44 Noakes Meadow, TN23 4RA	Bungalow				
46 Noakes Meadow, TN23 4RA	Bungalow				
48 Noakes Meadow, TN23 4RA	Bungalow				
50 Noakes Meadow, TN23 4RA	Bungalow				
53 Noakes Meadow, TN23 4RA	Semi-Detached				
55 Noakes Meadow, TN23 4RA	Semi-Detached				
61 Noakes Meadow, TN23 4RA	Terraced				
71 Noakes Meadow, TN23 4RA	Terraced				
77 Noakes Meadow, TN23 4RA	Semi-Detached				
81 Noakes Meadow, TN23 4RA	Semi-Detached				
91 Noakes Meadow, TN23 4RB	Semi-Detached				
97 Noakes Meadow, TN23 4RB	Semi-Detached				
99 Noakes Meadow, TN23 4RB	Terraced				
105 Noakes Meadow, TN23 4RB	Terraced				
113 Noakes Meadow, TN23 4RB	Semi-Detached				
115A Noakes Meadow, TN23 4RB	Bungalow				
115B Noakes Meadow, TN23 4RB	Bungalow				
<b>Total Carried Forward to Pricing Sheet</b>					

# WALL/21/1: External Repairs to Walls and Associated Works

## 7. Schedule of Rates

7.01

WORK	SOR	UNIT	WORK ITEM	RATE £
SCAFFOLD	S1	M <sup>2</sup>	Edge protection and access platforms provide, erect, maintain and inspect (in accordance with regulation) for a period not exceeding six weeks and dismantle on completion tubular steel scaffolding to building not exceeding 3 storey high, including ladders, access gates, pulley ropes, wheel fixings, chutes etc. Allow for trimming scaffolding around protruding gas flues to prevent encroachment and allow continued safe-use of the appliance served.	
SCAFFOLD	S2	M <sup>2</sup>	Additional <b>weekly</b> hire cost <b>per m<sup>2</sup></b> of scaffold n/e 3 storeys high if work exceeds 6 weeks duration (for reasons beyond the Contractors control).	
SCAFFOLD	S3	M <sup>2</sup>	Edge protection and access platforms Provide, erect, maintain and inspect (in accordance with regulation) for a period not exceeding six weeks and dismantle on completion tubular steel scaffolding to building not exceeding 6 storey high, including ladders, access gates, pulley ropes, wheel fixings, chutes etc. Allow for trimming scaffolding around protruding gas flues to prevent encroachment and allow continued safe-use of the appliance served.	
SCAFFOLD	S4	M <sup>2</sup>	Additional <b>weekly</b> hire cost <b>per m<sup>2</sup></b> of scaffold n/e 6 storeys high if work exceeds 6 weeks duration (for reasons beyond the Contractors control).	
SCAFFOLD	S5	LM	E/O cost for boarding out additional lifts to access areas	

			other than roofline (e.g. cladding).	
SCAFFOLD	S6	LM	Provide, erect, maintain and inspect (in accordance with regulation) for a period not exceeding six weeks and dismantle on completion tubular steel handrail to flat roof	
SCAFFOLD	S7	Item	Provide, erect, maintain and inspect (in accordance with regulation) for a period not exceeding six weeks and dismantle on completion tubular steel chimney scaffolding.	
SCAFFOLD	S8	Item	E.O allow for beaming over obstructions not exceeding 5m in girth.	
SCAFFOLD	S9	No	Provide, erect, maintain for a period not exceeding six weeks and dismantle on completion tubular steel <b>tower scaffolding</b> not exceeding 10.00m high including ladders, pulley rope, wheel fixings and one lift of boards.	
Wall Repairs	P01	M <sup>2</sup>	Rake out and re-point brickwork (general areas) in accordance with clause 4.21	
Wall Repairs	P02	Lm	Re-pointing DPC Courses in accordance with clause 4.23	
Wall Repairs	P03	M <sup>2</sup>	Rendering to Lintels in accordance with clause 4.24	
Wall Repairs	P04	Item	Take down and rebuild single flue chimney stack in accordance with clause upto 1.5m 4.13	
Wall Repairs	P05	Item	Take down and rebuild two flue chimney stack in accordance with clause up to 1.5m 4.13	
Wall Repairs	P06	M <sup>2</sup>	Cut back, kill off and remove ivy from walls and roofs in accordance with clause 5.03	
Wall Repairs	P07	LM	Stich repair brick/ crack in accordance with clause 4.19	
ANCILLARY	A01	Lm	Ground Works in accordance with clause 5.02	
ANCILLARY	A02	M <sup>2</sup>	Removing Vegetation in accordance with clause 5.03	
ANCILLARY	A03	Lm	Painting in accordance with clause 5.04	
ANCILLARY	A04	Item	Rod out existing RWP (any size) in accordance with clause 5.01	

ANCILLARY	A05	M <sup>2</sup>	Thoroughly prepare and apply two coats of masonry paint (after any necessary re-pointing repairs have been carried out). ) in accordance with clause 5.04	
ANCILLARY	A06	M <sup>2</sup>	Mould / algae treatment to painted surfaces (biocide, clean and inhibitor). in accordance with clause 5.05	
ANCILLARY	Ao7	Item	The disconnection, reconnection, commissioning and testing of gas appliances and flues must only be undertaken by a Gas Safe registered engineer (or an OFTEC registered company for oil fired appliances). The appropriate test certificate (CP12 or OFTEC CD/10) must be provided to the resident together with a copy to the C.A in accordance with clause 4.10	
<b>Total Carried Forward to Pricing Sheet</b>				

# WALL/21/1: External Repairs to Walls and Associated Works

## 8. Dayworks

- 8.01 The prime cost of Daywork shall be as defined under the “Definition of prime cost of Daywork carried out under a Building Contract” as published by the Royal Institute of Chartered Surveyors and the Building Employers Confederation dated 1<sup>st</sup> December 1975 and the section references below are to the above definition.

### Labour

Craftsman: £ /hr (insert hourly rate)

Labourer: £ /hr (insert hourly rate)

### Material

Percentage on-cost to be added to the net cost of materials and goods as defined in Section 4 to cover incidental costs, overheads and profit as defined in Section 6.

%

### Plant

Percentage on-cost to be added to the net cost of the use of plant as defined in Section 5 to cover incidental costs, overheads and profit as defined in Section 6.

%

# WALL/21/1: External Repairs to Walls and Associated Works

## 9. Preliminaries

Provide a full breakdown of preliminary costs in the table below and carry the totals (A & B) forward to the collection sheet.

### Fixed Costs

E.g. set up and delivery of welfare facilities and site compound and subsequent dismantle, clear away and make good

Items	£
Total Cost Per Week	
Contract Duration	X8
Total Carried to Collection Sheet	

### Time Related Costs

E.g. weekly hire of welfare and compound facilities, cost of supervisor

Items	£
Total Cost Per Week	
Contract Duration	X8
Total Carried to Collection Sheet	



# WALL/21/1: External Repairs to Walls and Associated Works

## 10. Pricing

Prices are deemed to include all costs incurred in completing the works in section 1, 3, 4 and 5; and complying with the general preliminaries and section 1. Any other incidental costs such as (but not limited) travel and down time, material costs, fees to Statutory Authorities, overheads and profit, supervision and administration are all deemed included. In submitting their tender, the Contractor acknowledges that the Employer cannot guarantee the amount of work that will be issued in any particular year.

	£	p
Schedule of Dwellings (Pages 14 and 15)		
Schedule of Rates Items (Pages 16, 17 and 18)		
Preliminary Cost Fixed Costs (A Page 20)		
Preliminary Time Related Costs (B Page 20)		
<b>Total Carried Forward to Form of Tender £</b>		

**WALL/21/1: External Repairs to Walls and Associated Works - 40 Units: Noakes Meadow and Oak Tree Road, Ashford, Kent**

**Tender Evaluation Criteria**

## **Tender Evaluation Criteria**

The tenders will be evaluated using the following weightings;

Price: 70%

Quality: 30%

### **Price**

70 points will be allocated to the lowest tender and then other tenders will be evaluated as a percentage of the lowest price. This is then converted to a point score to reflect that this area carried 70% of the total score. An example of this procedure is shown in the following example;

<b>Tender</b>	<b>Price £</b>	<b>Calculation</b>	<b>Convert to 70%</b>	<b>Points</b>
1	500	$(425 \div 500) \times 100 = 85$	$(70 \times 85) \div 100$	59.50
2	622	$(425 \div 622) \times 100 = 68.3$	$(70 \times 68.3) \div 100$	47.81
3	425			70
4	440	$(425 \div 440) \times 100 = 96.5$	$(70 \times 96.5) \div 100$	67.55
5	625	$(425 \div 625) \times 100 = 68$	$(70 \times 68) \div 100$	47.60

### **Quality**

This section will be evaluated using the following criteria and the tenderer is required to provide a response to each of the criteria (listed 1 – 4) below and points will be allocated for each section. Responses to each question should be limited to one page of A4, minimum size 10 font for each item (with the exception of question 3 which can be up to two side of A4). Any responses that are of a longer length will not be evaluated after the first page of A4 (second page in respect of question 3). The tender with the highest point score will be used as the base line to calculate the relative scores for the other tenderers. This is then converted to a point score to reflect that this area carries 30% of the total score.

1. Describe your company total setup relating to repointing including current list of machinery to be used on this contract and details of all trained operatives. 40%
2. Please provide details of similar repointing projects that you have competed within the past 3 years with contactable references and the address to visit sites. 30%
3. Please tell us your process for carrying out repointing works to include customer contact, supervision, site set and the methods for carrying out works. 30%

The tenderer will be required to submit a response to the Quality section on a sheet of A4 (10 font).

<b>Tender</b>	<b>Quality score</b>	<b>Calculation</b>	<b>Convert to 30%</b>	<b>Points</b>
1	2	$(2 \div 20) \times 100 = 10$	$(30 \times 10) \div 100$	3
2	3	$(3 \div 20) \times 100 = 15$	$(30 \times 15) \div 100$	4.5
3	7	$(7 \div 20) \times 100 = 35$	$(30 \times 35) \div 100$	10.5
4	10	$(10 \div 20) \times 100 = 50$	$(30 \times 50) \div 100$	15
5	30			30

The winning tender is the one which scores the greatest overall mark once Price and Quality have been combined The results from the above examples would be as follows:

<b>Tender</b>	<b>Points awarded for Price</b>	<b>Points awarded for Quality</b>	<b>Points Total</b>	
1	59.50	3	62.50	
2	47.81	4.5	52.31	
3	70	10.5	70.50	
4	67.55	15	82.55	<b>Winning Bidder</b>
5	47.60	30	77.60	

<b>Score for Assessed Questions</b>	<b>Judgement</b>
<b>0</b>	Statement is unsuitable and / or suggests unacceptable risk
<b>2</b>	Statement fails to meet requirements in a significant way
<b>4</b>	Statement fails to meet requirements in some way
<b>6</b>	Statement meets all the requirements ("par")
<b>8</b>	Statement exceeds requirements and adds some value
<b>10</b>	Statement exceeds requirements and adds significant value

**WALL/21/1: External Repairs to Walls and Associated Works - 40 Units: Noakes Meadow and Oak Tree Road, Ashford, Kent**

**Hazard Identification**

## Hazard Identification

Please use the boxes below to identify any hazards which a reasonably competent contractor may not be aware of when carrying out the works identified, at the locations listed, in 'Contract Details'.

## Existing Environment

Specific Hazards/Comments	Significant Risks

## The Site

<b>Contaminated ground</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Unstable ground/poor ground conditions</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Ground water</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Underground services</b>	
Specific Hazards/Comments	Significant Risks
None	
<b>Overhead cables</b>	
Specific Hazards/Comments	Significant Risks
Yes	No
<b>Existing structures</b>	
Specific Hazards/Comments	Significant Risks
Yes	No
<b>Site access</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Existing traffic systems or restrictions</b>	
Specific Hazards/Comments	Significant Risks
N/A	N/A
<b>Public rights of way</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Other works on or adjacent to site</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Adjacent properties/ facilities</b>	
Specific Hazards/Comments	Significant Risks
None	No

## Methods of Construction

<b>Working at height/on roofs/scaffolding</b>	
Specific Hazards/Comments	Significant Risks
Yes working from scaffolds	No
<b>Confined spaces</b>	
Specific Hazards/Comments	Significant Risks

None	No
<b>Work adjacent to or over water</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Work on or adjacent to highway/footpath</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Work adjacent to railway</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Stability during construction</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Temporary works (including falsework)</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Excavations</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Mechanical lifting/craneage</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Demolition</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Movement of vehicles and plant</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Piling</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Waste disposal</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Site Welding</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Electricity</b>	
Specific Hazards/Comments	Significant Risks
Overhead Cables ( sleeved)	No
<b>Noise vibration</b>	
Specific Hazards/Comments	Significant Risks
Grinders ( for chasing )	No

## Materials

<b>Asbestos</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Lead</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Cement</b>	

Specific Hazards/Comments	Significant Risks
Yes Cement Dust	No
<b>Bitument</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Paint</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Solvent/sealants</b>	
Specific Hazards/Comments	Significant Risks
None	None
<b>Petrol Other flammable or explosive materials /oil/LPG</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Other hazardous materials</b>	
Specific Hazards/Comments	Significant Risks
N/A	None
<b>Manual Handling</b>	
Specific Hazards/Comments	Significant Risks
Bags of sand and cement	No

## Environment and Adjacent Area

<b>Noises</b>	
Specific Hazards/Comments	Significant Risks
Chasing out mortar	No
<b>Vibration</b>	
Specific Hazards/Comments	Significant Risks
Chasing out mortar	No
<b>Dust</b>	
Specific Hazards/Comments	Significant Risks
Chasing out mortar ( vacuum chasing)	No
<b>Working hours</b>	
Specific Hazards/Comments	Significant Risks
8.00am - 4.00pm	No
<b>Water/ground water pollution</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Waste disposal</b>	
Specific Hazards/Comments	Significant Risks
Cement dust ( double bagged and skipped)	No

## Maintenance and Repair

<b>Access for cleaning</b>	
Specific Hazards/Comments	Significant Risks
Yes ( site compound with facilities)	no
<b>Access for maintenance</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Fragile materials</b>	
Specific Hazards/Comments	Significant Risks
None	No



<b>Loading restrictions</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Confined spaces</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Mechanical plant</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Services</b>	
Specific Hazards/Comments	Significant Risks
None	No

## **Demolition**

<b>Hazardous substances and materials</b>	
Specific Hazards/Comments	Significant Risks
None	No
<b>Pre-stressed structural elements</b>	
Specific Hazards/Comments	Significant Risks
None	No

**WALL/21/1: External Repairs to Walls and Associated Works - 40 Units: Noakes Meadow and Oak Tree Road, Ashford, Kent**

**Contractors Performance Appraisal**

# CONTRACTORS PERFORMANCE APPRAISAL

Surveyor's  
Initials

**Contract Description and Location:**

**Contract Number:**

**Contractor:**

## A CONTRACT PREPARATION (Scale 0 – 5)

1. Information to allow preparation of Contract

## B SIGNING OF CONTRACT

2. Signing and returning of documents

(Scale 0 – 5)

3. Agreement of start date

(Scale 0 – 6)

4. Submission and agreement of programme

(Scale 0 – 6)

## C PERFORMANCE OF WORK (Scale 0 – 9)

**Description**

5. Compliance with C.D.M. Regulations, etc.

6. Tenant liaison

7. Response to instructions

8. Cleanliness of site

9. Standard of workmanship

10. Supervision of Contract

11. Progress in relation to programme

**WEEK NO.**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Average

## D VALUATIONS (Scale 0 – 5)

**Description**

12. Accuracy of claims

13. Prompt submission of invoices

	1	2	3	4	5	6	7	8	9	Average

## E FINAL ACCOUNT (Scale 0 – 5)

14. Provision of info. to allow production of F/AC

15. Value of Completed Work

 £

16. Production of Health & Safety File (if appropr)

## F SUMMARY

Q1 Q2 Q3 Q4 Q5 Q6 Q7 Q8

       

Note: to be completed at  
Practical Completion stage

Q9 Q10 Q11 Q12 Q13 Q14 TOTAL

**Continuation Sheet .....**

**C PERFORMANCE OF WORK** (Scale 0 – 9)

## WEEK NO.

### Description

## 5. Compliance with C.D.M. Regulations, etc.

## 6. Tenant liaison

## 7. Response to instructions

## 8. Cleanliness of site

## 9. Standard of workmanship

## 10. Supervision of Contract

## 11. Progress in relation to programme

[illegible]

### D VALUATIONS (Scale 0 – 5)

**PAYMENT NUMBER**

### Description

## 12. Accuracy of claims

[illegible]

## WEEKLY MEETINGS

Date

Surveyor Signature

Contractor Signature

[illegible][illegible][illegible]

**WALL/21/1: External Repairs to Walls and Associated Works - 40 Units: Noakes Meadow and Oak Tree Road, Ashford, Kent**

**Access to Premises Protocol**

## ACCESS TO PREMISES PROTOCOL

1. Access by appointment is always preferable.
2. Access by appointment is essential if it has been requested by the tenant.
3. Generally 24 hours notice is required although this may be waived by mutual agreement between contractor and tenant.
4. Works within a dwelling should preferably be undertaken with the tenant or their nominated representative present. Nominated representatives can not be persons under the age of 16 years (minors) and contractors should not undertake works inside a dwelling if a minor is present and not accompanied by an adult.
5. Works to the exterior of a dwelling or within its curtilage are only to be undertaken if an appointment has been made or someone in the property has been made aware of the contractors presence and permission to proceed is given. The only exceptions are as follows;
  - Works that are highly unlikely to cause any intrusion or are of an urgent nature,
  - Works in open plan gardens to fences, drains and the like.
6. In all circumstances the contractor should always make (or attempt to make) their presence known to any occupants.
7. Works to the building are not to be undertaken if there is 'no answer at the door' especially if the works involve the use of ladders against an elevation of the building with windows and/or noisy operations.
8. Enclosed gardens with locked or secured gates are not to be entered unless permission has been granted by the tenant (does not apply to emergencies).

### **Note:**

- a) *Some of the reasoning behind this protocol was based on privacy and the chance of intrusion if contractors put themselves in a position where they can catch an occupant unaware should they have been unwilling or unable to answer a call at the front door.*
- b) *This protocol needs to be exercised with common sense and is not intended to prevent works being undertaken that are highly unlikely to cause any intrusion or are of an urgent nature i.e. works that need to do done to prevent obvious and imminent damage to property or injury to health.*
- c) *The protocol is intended to balance the rights of the tenants to privacy, the contractors' interests and the safety of their employees and the need to undertake repairs.*

**WALL/21/1: External Repairs to Walls and Associated Works - 40 Units: Noakes Meadow and Oak Tree Road, Ashford, Kent**

**Flue Policy**

# Policy for Works affecting an appliance flue.

David Green, Housing Asset Manager, Ashford Borough Council.

17<sup>th</sup> January 2019



1. This new policy is to be observed with immediate effect on all contracts.
2. The purpose of this policy is to;
  - a) Protect operatives from the effects of Products of Combustion (POC) whilst works are in progress in the vicinity of appliance flues.
  - b) Protect residents and property from any harm caused by accidental damage, disturbance or obstruction to the appliance flue or temporary openings allowing POC into the property.
3. Prior to any works commencing, a risk assessment needs to be undertaken of the potential for POC to affect anyone employed on the works or occupying the property. This can be by direct exposure to fumes or the accumulation of fumes in an enclosed or semi enclosed space, for example a sheeted scaffold. If the risk assessment identifies an actionable potential for harm then the appliance will need to be isolated whilst works are in progress.
4. Isolating an appliance is going to be an inconvenience to the occupier. The likelihood of accidental damage/disturbance/obstruction and the potential for harm needs to be judiciously assessed and not over estimated. For example, the erection and dismantling of access scaffold to an elevation that includes a flue may not necessarily in itself give sufficient cause for concern due to the short duration of this element of the works and more appropriate safety measures can be applied.
5. If a risk assessment identifies an actionable potential for harm and or in any event where an appliance flue will be handled, refixed or otherwise worked upon then the appliance must be isolated whilst works are in progress.
6. The procedure for Isolating an appliance will include the following;
  - a) Notifying the occupier with sufficient warning such that they can make plans to accommodate the inconvenience. They must be told when the appliance will be isolated and when it will be reconnected.
  - b) Notifying the Councils' Heating service and maintenance contractor prior to isolation so they can make a note on their records and plan to check on their next visit.
  - c) Isolate the appliance gas/oil supply by capping off after the appliance service valve where possible to avoid the need to perform a tightness test on the gas installation.
  - d) If there are no other gas appliances then the gas may be isolated at the meter by inserting a disc if this is easier.
  - e) Isolate the power supply to the boiler.
  - f) Place a warning notice on the boiler that identifies the Gas Safe contractor undertaking the isolation work.
  - g) Provide temporary plug in 240V electric heaters as required.
7. Once relevant works have been completed the appliance can be reconnected and commissioned once the flue etc. has been thoroughly inspected. If defects are found with the flue caused by the works then the Gas Safe contractor can repair or replace the flue.
8. The Gas Safe contractor must provide as a minimum a CP4 certificate for the Safety Check on the appliance. If additional tests are required (e.g. gas tightness) then the appropriate certification must be provided.



# Policy for Works affecting an appliance flue.

David Green, Housing Asset Manager, Ashford Borough Council.

17<sup>th</sup> January 2019



9. All works must be undertaken in accordance with current gas regulations and performed by a registered Gas Safe contractor. If the appliance is oil fired, then an OFTEC engineer must undertake the works.
10. The process of isolating the appliance must cause as little inconvenience to the occupier as possible and only affect appliances that need to be isolated wherever possible.
11. If during the process of isolation/reconnection pre-existing defects with the appliance or system are discovered/identified then the client/landlord must be informed immediately. Only the client/landlords heating contractor must effect any repairs to the appliance or system.
12. Pre planning for the isolation of appliances to mitigate inconvenience to tenants is expected. Where possible make provision for alternative heating or hot water, e.g. ensure immersion heaters are fully functional or supply and fit immersion heater to cylinder if none existing where possible.
13. For contracts tendered before the date of issue of this policy and in so far as this procedure imposes additional works or expense on the principle contractor, compliance with this policy will be treated as a variation to the contract and valued accordingly. The principle contractor is not expected to meet the costs of additional provisions at its own expense. However, for the avoidance of any doubt, the principle contractor has always been responsible and liable for any damage to the client's property whilst undertaking the works and for the health and safety of all persons affected by the works. This policy simply removes some of the discretion for contractors to manage the health and safety risks concerned with appliance flues by imposing specific preventive actions. The principle contractor is still responsible for all health and safety matters on site.