



# ASHFORD BOROUGH COUNCIL

Tender For:                      Fabric Upgrade to Trusteel Houses - 7, 12  
and 16 Hawthorn, Appledore, 10, 13, 14, 16,  
18 and 19 Lloyds Green, Wittersham and 15,  
16, 17 and 21 Sackville Close, Hothfield

Contract Number:              EWI/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

**FABRIC UPGRADE TO TRUSTEEL HOUSES - 7, 12 AND 16 HAWTHORN, APPLEDORE, 10, 13, 14, 16, 18 AND 19 LLOYDS GREEN, WITTERSHAM AND 15, 16, 17 AND 21 SACKVILLE CLOSE, HOTHFIELD**  
**CONTRACT NO: EWI/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

### FABRIC UPGRADE TO TRUSTEEL HOUSES - 7, 12 AND 16 HAWTHORN, APPLIEDORE, 10, 13, 14, 16, 18 AND 19 LLOYDS GREEN, WITTERSHAM AND 15, 16, 17 AND 21 SACKVILLE CLOSE, HOTHFIELD CONTRACT NO: EWI/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 "Non Standard Works/Dayworks/Preliminary/Pricing". 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 Wednesday 20<sup>th</sup> October 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  
Dayworks  
Preliminary Costs  
Pricing Sheet  
Tender Evaluation Criteria  
Pre-Construction Information  
Appendices; Contractor's Performance Appraisal, Flue Policy, Access to Premises Protocol  
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, Dayworks, Preliminary Costs, Pricing Sheet, Tender Evaluation Criteria, Pre-Construction Information, Appendices; Contractor's Performance Appraisal, Flue Policy, Access to Premises Protocol, 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**

Appledore	Hawthorn	TN26 2AH
Wittersham	Lloyds Green	TN30 7NX
Hothfield	Sackville Close	TN26 1EB

## 1.05 DESCRIPTION OF WORKS

Installation of External Wall Insulation (EWI).

## 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 29<sup>th</sup> November 2021 to 29<sup>th</sup> April 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 Installation of External Wall Insulation (EWI) 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 “22<sup>nd</sup> September 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 29<sup>th</sup> November 2021 and end on 29<sup>th</sup> April 2022”
- Clause 2.2 Date for Commencement of the Works - Insert “November 2021”
- Clause 2.2 Date for Completion: Insert “20 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:
- $F = £41.82$   
 $A = £ 7.77$   
 $U =$  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 20 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 Contract Administrator (with the consent of the Employer) reserves the right to elect not to have certain defects remedied and make appropriate deductions (to reflect the estimated saving to the Contractor) from retention monies held accordingly (see 1.36: Retention)

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**

The Employer shall be entitled to deduct a retention from monies due to the Contractor. This will be 5% of the value of completed work during the works. At Practical Completion half of this retention will be released (2.5%) with the remaining 2.5% being released at completion of Defects. The retention monies shall be released by the Employer to the Contractor at the end of the defects liability period subject to all defects being satisfactorily rectified and the provisions of clause 1.34 (Defects Liability).

### **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 £10,000,000 in relation to any one claim or series of claims;]
- (b) [employer's liability insurance with a limit of indemnity of not less than £10,000,000 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 £10,000,000 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 £10,000,000 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 29<sup>th</sup> November 2021 (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 [to be advised once bids received ] comprising the 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 [attached at the Schedule 1][, as amended by notification to the Supplier from time to time].

### **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 [Country-Specific Clauses]

The Supplier undertakes not to purchase any [[RESOURCE] **OR** [RAW MATERIALS] **OR** [livestock **OR** products] that has been sourced from [producers **OR** farmers **OR** manufacturers] using forced labour or child labour in its [operations **OR** [farming] practices].

### 6.5 Subcontracting

- 6.5.1 The Supplier shall not subcontract its obligations under this agreement [without the prior written consent of the Customer].
- 6.5.2 [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.]
- 6.5.3 [[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.]

### 6.6 [Reports]

- 6.6.1 [The Supplier shall notify the Customer as soon as it becomes aware of:
  - 6.6.1.1 any breach, or potential breach, of the Anti-slavery Policy; or
  - 6.6.1.2 any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.]
  - 6.6.2 [The Supplier shall prepare and deliver to the Customer, by [DATE] 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.]]

### 6.7 [Record Keeping and Audits]

The Supplier shall:

- 6.7.1 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]
- 6.7.2 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]

6.7.3 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.

## **6.8 Training**

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

6.8.2 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.

## **6.9 [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.

## **6.10 Warranties**

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

## **6.11 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 [Anti-slavery Policy **OR** [COMPLIANCE WITH LAWS AND POLICIES CLAUSE] [DUE DILIGENCE CLAUSE] [COUNTRY SPECIFIC CLAUSES] [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 of 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".

# **EWI/21/1: Fabric Upgrade to Trusteel Houses - 7, 12 and 16 Hawthorn, Appledore, 10, 13, 14, 16, 18 and 19 Lloyds Green, Wittersham and 15, 16, 17 and 21 Sackville Close, Hothfield**

## **1. General Items**

- 1.01 This contract is for the installation of external wall insulation (EWI), to improve the thermal performance of the Councils (known hereafter as the Employer) non-traditionally built "Trusteel" houses.
- 1.02 The EWI system used will be capable of over-cladding a wall substrate comprising a 112mm brick skin. The system will include a through-coloured reinforced render finish "tooled off" to imitate the original brick façade.

The system used must:

- Have a British Board of Agrément certificate and Class 0 surface spread of flame classification.
- Have a third party materials and workmanship guarantee for 20 years (SWIGA or similar) and preferably a design life-expectancy of 30 years.
- Achieve a U-value performance to meet the current Part L standards of the Building Regulations.
- NOT give rise to interstitial condensation.
- NOT prevent any current tenant from purchasing a mortgage on the property, should they wish to exercise their right to buy.
- Have a reinforced brick-effect render surface built up in three coats, overall thickness 20-21mm.
- Have impact resistance: 10Nm (Single layer of TS-Reinforcing Mesh).

Notwithstanding the BBA certification, the Employer may wish to explore the possibility of using fully non-combustible insulation. For this purpose, provide an uplift in the pricing table in section 8.

- 1.03 The System Supplier will have a fully integrated ISO management system for Quality Standards ISO 9001, Environmental Standard ISO 14001 and Health and Safety Standard 4500. They will also be full members of the Insulated Render and Cladding Association.

The supplier will visit the site (by accompanied appointment) to establish the exact construction make up of a sample home in each location. They will then be responsible for:

- A bespoke design and specification of the EWI to suit the substructure being fixed to.
- Designing to meet the overall thermal performance required.
- Determining that any interstitial condensation risk is acceptable and;
- Third party quality assurance checking as the works are in progress.

It is thought, the existing wall structure is (from outside in) 112mm external brickwork skin, 150mm cavity (enclosing stanchions) and expanded metal lathing and plaster finish internally.

- 1.04 The Principal Contractor (and any Contractors of theirs) will be Approved Installation Contractors (AIC) of the Supplier and a current member of the NIA (National Insulation Association) and be PAS 2030 accredited.
- 1.05 Assume **NO** contributory grant funding is available for this work.
- 1.06 The Principal Contractor must **NOT** assign or subcontract the work, without the approval of the Employer. If the Principal Contractor intends to engage their own Contractors, they must first ensure that the competence vetting process includes/addresses all issues included on the Ashford Borough Council competence checklist (available on request).
- 1.07 To establish the base rates (see 1.08) allow for everything necessary to complete the works. This might include but may not be limited to:
- Compliance with the Employers Contractor Code of Conduct (see preliminaries).
  - All overheads and preliminary costs involved in servicing the contract.
  - Labour, plant, materials and waste disposal costs.
  - Liaison with others (System Supplier, Residents, Service Providers, etc.).
  - Provision, maintenance and removal of temporary works and protection.
  - Compliance with ALL relevant Health and Safety Regulations.
  - Compliance with Building Regulations.
  - Providing post improvement EPC's.
  - Preparation of the substrate and work-area.
  - Payment of any fees to statutory service providers.
  - Shutting down and subsequent recommissioning and testing of heating installations affected by the work.
  - Removing, extending (if necessary) and re-fixing services, flues, pipes and fixtures and fittings.
- 1.08 Submit base rates, for an archetypical three bedroom semi-detached (or end of terrace) house = S.H. Although the size and design may differ slightly the intention is to establish a "swings and roundabouts" archetype base cost.
- 1.09 The extent of the enabling and preparation works will vary, but the Principal Contractor must familiarise them self with typical construction details and external layout, to arrive at the base cost.
- 1.10 Provide costs at Section 2 (non-standard works). The disclosed rates will be used, to instruct (and value) additional works (i.e. not included within the base rate), where, and if, found necessary.
- 1.11 Provide a waste management plan for construction waste, arising from the works. The plan should also show what materials would be recycled.
- 1.12 The Principal Contractor will be responsible for applying (and paying any fees) for Building Notices; or be members of the appropriate self-certification scheme, to ensure compliance with part L of the Building regulations.
- 1.13 The Principal Contractor must produce a Construction Phase Plan and undertake Risk Assessments for the works and submit these along with

Method Statements (RAMS) that show how risks are to be managed generally before work starts.

- 1.14 The Principal Contractor must dynamically review RAMS as work proceeds to reflect site-specific circumstances as and when required.
- 1.15 The contractor must ensure that operatives comply with the RAMS and all appropriate PPE (to the task in hand) is worn/used. Whilst on site, all personnel must wear upper garments such as shirts or high-visibility aprons or jackets that clearly display the contractors name and logo so they can be easily identified.
- 1.16 In addition to work based assessed PPE needs, all the while there is a perceived risk with COVID-19 as determined by the Contract Administrator, the contractor will observe previous Government guidance on the matter and wear COVID-19 PPE as appropriate and observe social distancing.
- 1.17 The Employer will be responsible for serving "Party Wall Notices" on adjoining dwellings, if required.
- 1.18 Do not alter, or interfere with, any works or property belonging to any statutory undertaker (without obtaining written permission first).
  - 1.19 Give the Residents (copied in to the Employer) two weeks written notice, before commencing works on their home. The notice must:
    - Explain the extent of the work and give an idea of the duration.
    - Ask residents to remove any ornaments, planters and anything else that might get damaged, away from the work area.
    - Advise residents to up-root any plants or shrubs they wish to retain.
    - Give full contact details for the non-working supervisor (Clause 1.22).
- 1.19 Arrange for sheathing or relocation of any electrical supply cables, prior to works commencing.
- 1.20 Provide site welfare facilities (in accordance with the CDM regulations 2015) and secure storage facilities.
- 1.21 To reduce manual handling, materials may be unloaded directly into the gardens of dwellings if sufficient space is available. Such materials will be neatly and unobtrusively stacked and must not pose a hazard or inconvenience to the residents.
- 1.22 A non-working supervisor is to be appointed to oversee the works and have a mobile telephone that utilises a network that covers the site(s). The supervisor must be readily contactable, during working hours, all the while works are in progress on site. Voicemail is not acceptable unless a response can be guaranteed within 15 minutes.
- 1.23 **Daily** liaison with the residents must be undertaken. If not carried out by the non-working supervisor then the Principal Contractor must allow in their prices for a dedicated Tenant Liaison Officer to carry out this function.

- 1.24 The Residents are to be consulted (every day) to discuss progress and deal with any concerns, etc. as they arise. A diary of comments and actions agreed is to be maintained for the Employers inspection on request.
- 1.25 The Supervisor (and Tenant Liaison Officer, if deployed) must speak English and have authority to take or act on instructions received and convey these to the workforce.
- 1.26 The management of any vehicles (used in connection with the works) including Suppliers or Contractors is the Principal Contractors responsibility. Park vehicles considerately and sensibly in a manner that does not cause undue nuisance, inconvenience or danger to local residents.
- 1.27 Plan deliveries to avoid busy times of the day (.e.g. school runs), supervise, and direct with a competent Banksman.
- 1.28 The dwellings (and any adjoining) must be watertight, safe and habitable throughout. Allow to provide temporary works and protection including scaffolding, shoring, supports, screens, fans, netting, mesh, brick guards and security for the site and compound. Temporary works include adapting and maintaining as necessary, clearing away and making good when no longer required.
- 1.29 Protection includes taking whatever means necessary to prevent damage and/or deterioration due to weather, work activities (or any other relevant cause) and ensuring that residents can remain safely in occupation. This includes being able to use paths and entrance doors to and from their homes safely and without hindrance or obstruction:
- Mask up windows and doors with clear polythene protection. At least one casement window to each room must be left in a condition that it is openable so allow to cut to fit the glass where necessary. Remove protection as soon as possible after completion of the work.
  - Each work shift, allow for laying sheeting/boarding down on walkways, porches and steps at the start and taking it back up (or rolling it back temporarily at the end.
  - Sweep walkways, steps, etc. clean of residual detritus (and wash down if necessary) at the end of each shift.
- 1.30 The works are to be in strict accordance with the System Suppliers specification, project details, drawings, preliminaries and general conditions. All materials and associated components are to be sourced from them.
- 1.31 The System Supplier must confirm any variations from the specification or agreed details.
- 1.32 Check all materials on site for compliance with the specification and suitability for purpose. Advise the System Supplier immediately of any defect or faults found and quarantine the affected goods for inspection.
- 1.33 Handle and store all goods and materials in strict accordance with the System Suppliers instructions, data sheets and guidance.



- 1.34 All render applications should be in accordance with BS5262: 1991 Code of Practice for external renderings, BS8000: Part 10: 1995 Code of Practice for plastering and rendering.
- 1.35 Where there is an existing canopy/porch, trim the EWI around. Supply and fit removable strips of the EWI insulation board to aid renewal of the canopy/porch (at a later date) without disturbing the surrounding wall. Supply and fit removable UPVC cover trims to conceal the removable section.
- 1.36 Electrical and telephony services, lights, fittings, sockets, meter boxes, etc. are fixed to, or pass through, the existing structure. Allow for careful removal (as required), disconnections, making-safe, temporary reconnections etc. to allow the works.
- 1.37 Allow adapting or extending services (to suit the new wall thickness) and permanently re-fix, reinstate all of the above that have been disturbed by the enabling works.
- 1.38 All electrical work necessary **must** be in accordance with current NIEC regulations.
- 1.39 Trim the EWI around wall mounted gas/electric meter boxes. Supply and fit removable strips of the EWI insulation board to aid renewal of the meter box (at a later date) without disturbing the surrounding wall. Supply and fit removable UPVC cover trims to conceal the removable section.
- 1.40 Take down ALL existing guttering, clean, service, and realign/refit. Allow to replace any missing clips, perished seals, etc. Temporarily reconnect rainwater pipes to direct any run off from the roof away from the face of the building.
- 1.41 Reduce the ground levels around the dwelling as necessary.
- 1.42 Remove any remaining vegetation necessary, including shrubs and self-seeded trees in the work area.
- 1.43 Gas, water, waste and rainwater pipes and boiler flues are fixed to (or pass through) the existing structure. Remove, adapt, support and re-connect (as often as it is necessary) such pipes and services. Each dwelling must have essential services restored by the end of each work shift.
- 1.44 On completion, allow for permanent refitting of all pipes, fixtures and fittings that have been disturbed by the enabling works. Allow all costs involved in extending water and gas pipes and extending (or renewing) boiler flues to suit the new wall thickness.
- 1.45 Qualified operatives in accordance with current Gas-Safe regulations (or OFTEC regulations) must carry out any work necessary to gas/oil pipes and flues.
- 1.46 **The Principal Contractor must allow all costs in complying with the Employers policy for works affecting an appliance flue.**

- 1.47 The contractor must note the exact position of all pipes, fixtures, fittings, satellite dishes, TV aerials, fence/gate posts, hanging baskets and anything else currently attached to the brick walls. On completion ALL must be fixed back by either incorporating timber grounds/patrics into the insulation at the appropriate fixing points, or by use of suitable sleeves and extra-long mechanical fixings into the original brick substrate.
- 1.48 Satellite dishes, TV aerials and the like may be fixed to the existing structure.
- 1.49 Liaise with service providers, organise, and pay for any temporary relocation and subsequent re-fixing on completion that might be necessary. Any disputes about picture quality of T.V, Satellite receiving, etc. and continuity of service provision, are to be dealt-with directly by the Principal Contractor.
- 1.50 Allow the provisional sum of **£5,000.00** for taking down and re-fixing porches, lean-to structures and the like that are currently fixed to the exterior of the buildings that cannot be worked around.
- 1.51 Take down and refit (after installation of the EWI) any gate/fence posts currently fixed to walls.
- 1.52 Allow for any adjustments (including reducing the width) to gates and leave in perfect working order.
- 1.53 Take out any fence or privacy panel currently fixed to or abutting the wall. Allow to supply and fit new 100x100mm treated post set in concrete and new treated timber fence panel of reduced width to allow for the increased depth of the new wall finish.
- 1.54 Allow for stainless steel bell-cast stops / starter rails, trims, cills, movement and render beads.
- 1.55 Allow for powder coated aluminium under-cills (with end caps); site measured and designed to suit the application.
- 1.56 Allow for stainless steel bell-cast stops / starter rails, trims, cills, movement and render beads.
- 1.57 Allow to fit a suitable powder coated proprietary head drip mouldings above the head of any exposed doorframes.
- 1.58 Terminate the EWI at the party wall line using a fully rendered return if it needs to be stopped-off (i.e. if adjoining a property NOT benefitting from the works).
- 1.59 Sealants around window sub frames, doors soffit abutments and any protrusions through the wall are to be low modulus silicone sealants in a 12mm fillet. Seals are to be formed in accordance with section Z12 and manufacturer's recommendations using any necessary joint filler backing strips, etc.
- 1.60 Particular care to prevent cold bridging around door and window jambs and refer to the System Suppliers standard details.

- 1.61 Although grant funding toward the cost of the works is to be disregarded (for pricing), once the contract has been awarded, the Principal Contractor will be required to seek it for every dwelling.
- 1.62 They will be required to show where and; how much funding has been achieved.
- 1.63 On completion of the works provide a Health and Safety File including:
- All guarantee documentation.
  - A statement indicating how much grant funding has been achieved
  - An EPC certificate for each dwelling.
  - Proof of Building Regulations Compliance.
  - System Suppliers O&M manuals.

# **EWI/21/1: Fabric Upgrade to Trusteel Houses - 7, 12 and 16 Hawthorn, Appledore, 10, 13, 14, 16, 18 and 19 Lloyds Green, Wittersham and 15, 16, 17 and 21 Sackville Close, Hothfield**

## **2. Non Standard Works**

- 2.01 The following work items could feasibly be required to facilitate the installation of the EWI satisfactorily.
- 2.02 The prices will be used to instruct and price additional works, if they are relevant to the dwelling being worked on.
- 2.03 Allow for taking down, temporary supports and temporary and subsequent final re-fixing and commissioning of any (external) wall mounted oil boilers or Air Source Heat Pump (ASHP) module.

Item £

- 2.04 Break out any existing concrete, brick or salt-glazed rainwater gulley surround. After installation of the EWI, supply bed and flaunch-in new precast concrete gulley up stand to drain head and adjust rainwater outlet as necessary.

Item £

- 2.05 Cut out concrete path abutting wall with a suitable disc cutter for the entire length of the elevation a minimum 200mm wide. Remove concrete and excavate and remove soil or sub base to form trench 500mm deep. Treat exposed edges of wall or concrete to edge of floor slab with liquid DPM. Fill trench with pea-shingle to the surrounding path level. Allow 7m linear meters per property.

Item £

- 2.06 Adapt scaffolding and carry out bespoke design to “beam-over” lean-to or conservatory structures **over** 3m wide.

Item £

# **EWI/21/1: Fabric Upgrade to Trusteel Houses - 7, 12 and 16 Hawthorn, Appledore, 10, 13, 14, 16, 18 and 19 Lloyds Green, Wittersham and 15, 16, 17 and 21 Sackville Close, Hothfield**

## **3. Scaffolding**

- 3.01 All scaffolding (and work in installation and maintenance thereof) shall comply with:
- Construction (Working Places) Regulations 1966.
  - NCAS Guidance TG20:08
  - Working at Height Regulations 2005.
- 3.02 Scaffolding shall be 5-board wide, independent, tied scaffolding. There must be safe and easy access. Work platforms must be capable of carrying any temporary loadings, imposed by materials for immediate use.
- 3.03 The scaffold (or other work platform) must provide complete protection of the public from the ongoing works. This includes:
- Brick guards.
  - Mesh screening.
  - Suspended nets under the work platforms to catch falling objects and debris.
  - Fans above doorways or other thoroughfares.
- 3.04 The scaffold should be set sufficiently far away from the wall surface to allow the installation of the insulation pads/boards and allow working space for the render applications. An additional handrail on the inner face of the scaffold is required for fall prevention between the inner edge of the work platform and the wall.
- 3.05 Work is required at eaves level to remove and refit guttering. Additional (high-level) guardrails are to be fitted as necessary to protect against falling above standard handrail height.
- 3.06 Strike and clear scaffold within one working week after sign-off.
- 3.07 External doors, paths and access routes to gardens must not be blocked or restricted.
- 3.08 Scaffolding must be constructed in a way to allow the operation of at least 1 fully "open-able" window (minimum 0.35m<sup>2</sup> in casement area) above ground floor.
- 3.09 Do not tamper with or alter the scaffolding (including the taking up and repositioning of gang boards). Scaffolding must undergo a weekly safety inspection by a suitably qualified and competent person, to ensure its continuing fitness for purpose and integrity.
- 3.10 Gated access points and tied ladders are required.
- 3.11 Make scaffold inaccessible at the end of each work shift.

- 3.12 Protective foam bumpers are required on ALL support poles that sit on or at the side of access paths and at the doors ways.
- 3.13 The Employer reserves the right to utilise the scaffold for any of their other appointed Contractors to carry out any other high-level works if necessary.

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

- 4.1 The Employer will commission Asbestos Refurbishment and Demolition Surveys as deemed necessary.
- 4.2 All operatives must be asbestos awareness trained and remain vigilant to the possibility of uncovering un-notified ACM. If they discover (or suspect the presence of) any un-notified ACM, work is to cease until the Employer has investigated and issued further instructions.
- 4.3 If ACM removal is needed the Employer will arrange and pay for this. Allow any attendance costs and the use of the scaffolding to facilitate this work.
- 4.4 To avoid hold ups, the Principal Contractor will be expected to make (and show that he has made) best efforts to redeploy resources and maintain an orderly flow of work, elsewhere on the contract.
- 4.5 The Employer will only consider an extension of time (because of clause 4.3) if this can be demonstrated.
- 4.6 It is not envisaged any ACM removal will be needed but the Operatives may need to work "up to" them and take precautions to prevent disturbance. All involved in the project must have the location of any ACMs made known to them via toolbox talk before work starts.

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## **5. Scope of Works**

**ALL works must be in accordance with the System Suppliers details and drawings, etc.**

- 5.01 Erect and maintain scaffolding and provide and install all protective equipment.
- 5.02 Carry out all necessary preparation/enabling works.
- 5.03 Supply and fit new EWI System, in accordance with the System Suppliers design and instructions from DPC to eaves level on ALL exposed elevations.
- 5.04 Fix insulation boards or pads in accordance with the System Suppliers recommendations, between starter trim at base and but up under soffit boarding at top. Thickness to be in accordance with the U-Value calculation.
- 5.05 Line window and door reveals with insulation boarding in accordance with the System Suppliers recommendations to prevent cold bridging and fit under-cills.
- 5.06 Square up openings and corners, reinforce corners using non-metallic angle beading, and mesh strips in accordance with the System Supplier's recommendations.
- 5.07 Apply the render coating, in base, mesh coat and top coats, in accordance with the System Supplier's recommendations. Incorporate addition strips of reinforcement mesh (diagonally) at corners of window and door openings to help prevent hairline cracking. When sufficiently dry form brick effect pattern in top coat of render.
- 5.08 On completion of the EWI installation allow to, refit all fittings, pipes, services, lean-to structures, etc. that have been affected by the works.
- 5.09 Remove protection and clean all windows, doors and soffit boards.
- 5.10 Run new mastic sealant around windows and door frames, new reveal liners and cover trims, etc.
- 5.11 Obtain, completed Tenant satisfaction note, carry out EPC assessment, and provide certificate. Provide gas safety certificate as required where appliances and flues have been altered or adjusted.



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## **6. Dayworks**

- 6.01 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.

%

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## 7. Preliminaries

Provide a breakdown of preliminary costs in the table below and carry the totals (A and B) forward to the collection sheet. This section is to include all costs incurred in complying with the general preliminaries and any other incidental costs that the Contractor wishes to price.

<b>A: Fixed Costs</b>	£
e.g. set up and delivery of welfare facilities and site compound and subsequent dismantle, clear away and make good	
Total (carried forward to Collection Sheet)	

<b>B: Time Related Costs</b>	£
e.g. weekly hire of welfare and compound facilities, cost of site supervision	
Total Cost Per Week	
Contract Duration	x 20
Total (carried forward to Collection Sheet)	

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## 8. Pricing

8.1 The Principal Contractor is to submit base rates, for the following archetype dwellings:

<3 bedroom semi-detached house (or end of terrace house) - **S.H.**

Prices are deemed to include all costs incurred in completing the works. 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.

Item	S.H	No.	Combustible Insulation Uplift %	Price
Section 1		x13		
Section 3		x13		
Section 5		x13		
Provisional Sum (clause 1.50)				5,000.00
Preliminary Costs (A)				
Preliminary Costs (B)				
<b>Sub-Total (carried forward to Form of Tender)</b>				

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**Tender Evaluation Criteria**

## **Tender Evaluation Criteria**

The tenders will be evaluated using the following weightings;

Price: 80%

Quality: 20%

### **Price**

80 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 80% 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 80%</b>	<b>Points</b>
1	500	$(425 \div 500) \times 100 = 85$	$(80 \times 85) \div 100$	68
2	622	$(425 \div 622) \times 100 = 68.3$	$(80 \times 68.3) \div 100$	54.64
3	425			80
4	440	$(425 \div 440) \times 100 = 96.5$	$(80 \times 96.5) \div 100$	77.2
5	625	$(425 \div 625) \times 100 = 68$	$(80 \times 68) \div 100$	54.4

### **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. Any responses that are of a longer length will not be evaluated after the first page of A4. 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 20% of the total score.

1. As Principal Contractor, what do you see as the main risks you will have to manage through to the successful execution of this contract? What will your goals be in this respect? 4%
2. The work will be carried out in or on occupied properties and is likely to take some time. Please provide information detailing how you will implement and manage a tenant liaison / customer care plan including details of who in your company would carry out this function. 4%
3. Given the current issues as a result of the COVID 19 epidemic (and its ongoing effects) demonstrate that your company has the resources to carry out and complete the works in the allotted time scale? 6%
4. Please detail the system you would intend to use bearing in mind the stipulations made in clauses 1.02 and 1.03 of the contract specification. 6%

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 20%</b>	<b>Points</b>
1	2	$(2 \div 20) \times 100 = 10$	$(20 \times 10) \div 100$	2
2	3	$(3 \div 20) \times 100 = 15$	$(20 \times 15) \div 100$	3
3	7	$(7 \div 20) \times 100 = 35$	$(20 \times 35) \div 100$	7
4	10	$(10 \div 20) \times 100 = 50$	$(20 \times 50) \div 100$	10
5	20			20

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	68	2	70	
2	54.64	3	57.64	
3	80	7	87	
4	77.2	10	87.2	<b>Winning Bidder</b>
5	54.4	20	74.4	

<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

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**Pre-Construction Information**



**ASHFORD**  
BOROUGH COUNCIL

## Pre-Construction Information

### Construction (Design and Management) Regulations 2015

<b>1.0</b>	<b>Project Directory</b>
<b>1.1</b>	<b>Client:</b> Ashford Borough Council , represented by Sharon Williams (Head of Housing), Civic Centre, Tannery Lane, Ashford, TN23 1PL.
<b>1.2</b>	<b>Principal Designer:</b> Ashford Borough Council represented by Simon Lees (Building Surveyor, Planned Maintenance)
<b>1.3</b>	<b>Principal Contractor (where appropriate):</b> TBA
<b>2.0</b>	<b>Contract Title:</b>  Fabric Upgrade to Trusteel Houses
<b>3.0</b>	<b>Contract Number. :</b>  EWI/21/1
<b>4.0</b>	<b>Description of Works:</b>  Installation of External Wall Insulation (EWI)
<b>5.0</b>	<b>Address List:</b>  <b>Appledore:</b> Hawthorne: No's. 7, 12 and 16 <b>Wittersham:</b> Lloyds Green: No's. 10, 13, 14, 16, 18 and 19 <b>Hothfield:</b> Sackville Close: No's. 15, 16, 17 and 21
<b>6.0</b>	<b>Key Dates</b>
<b>6.1</b>	<b>Planned Construction Phase start : 29<sup>th</sup> November 2021</b>
<b>6.2</b>	<b>Planned Construction Phase Finish: 29<sup>th</sup> April 2022</b>
<b>6.3</b>	<b>Duration of Works: 20 Weeks</b>
<b>6.4</b>	<b>Defects Liability Period: 12 months</b>
<b>7.0</b>	<b>Project Notification:</b>  Has this project been notified to the HSE - NO



Pre-Construction Information Continued

8.0	<b>Existing Environment (<i>existing services, surrounding land use, ground conditions, etc.</i>):</b>
8.1	Residential properties – bungalows, house and flats (no lifts)
8.2	Properties will be occupied during the course of the works
8.3	Site Access – potential risk and conflict inherent due to the site's proximity to main traffic and pedestrian routes and the nature of the neighbourhood e.g. schools/main shopping routes close by etc.
9.0	<b>Identified Hazards of Design and Construction (<i>information on the significant risks which cannot be avoided</i>):</b>
9.1	Working at Height
9.2	Working in close proximity to and above residents and general public especially young children and older persons.
9.3	Working with asbestos containing materials
10.0	<b>Record Information:</b>
10.1	<b>Asbestos Survey Information:</b> Refurbishment and Demolition survey undertaken as and when required
10.2	<b>Health and Safety File Information provided:</b> None
10.3	<b>Drawings provided:</b> None

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<b>Name (in BLOCK CAPITALS)</b>	<b>Signed on behalf of</b>	<b>Date</b>
	<b>Ashford Borough Council</b>	
<b>Principal Designer:    SIMON LEES</b>	<div>Simon Lees</div>	02 Sep 2021 (UTC)

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**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
Occupied domestic homes	The public coming into contact with the work and work area.

### The Site

Contaminated ground	
Specific Hazards/Comments	Significant Risks
NO	N/A
Unstable ground/poor ground conditions	
Specific Hazards/Comments	Significant Risks
None known.	N/A
Ground water	
Specific Hazards/Comments	Significant Risks
None known.	N/A
Underground services	
Specific Hazards/Comments	Significant Risks
NO	N/A
Overhead cables	
Specific Hazards/Comments	Significant Risks
YES – UK Power Networks supplies enter building from rear. Cables need sheathing and removing and re-fixing to enable works.	Coming into contact – electrocution.
Existing structures	
Specific Hazards/Comments	Significant Risks
YES – Lower roof slopes will need beaming over to access upper work areas.	Scaffold design and erection.
Site access	
Specific Hazards/Comments	Significant Risks
YES – Tight access to cul-de-sac residential areas. Available parking very limited. Traffic might have to be controlled for delivery lorries, etc.	Collison/crushing injuries. Pedestrians having to step into road.
Existing traffic systems or restrictions	
Specific Hazards/Comments	Significant Risks
YES – As Site Access	As Site Access
Public rights of way	
Specific Hazards/Comments	Significant Risks
YES – As Site Access	As Site Access
Other works on or adjacent to site	
Specific Hazards/Comments	Significant Risks
None known.	N/A

<b>Adjacent properties/ facilities</b>	
Specific Hazards/Comments	Significant Risks
Private homes adjoin.	The public coming into contact with the work and work area.

## Methods of Construction

<b>Working at height/on roofs/scaffolding</b>	
Specific Hazards/Comments	Significant Risks
YES – Works above ground floor. See specific scaffold requirements in specification.	Falls from height/falling objects.
<b>Confined spaces</b>	
Specific Hazards/Comments	Significant Risks
No	N/A
<b>Work adjacent to or over water</b>	
Specific Hazards/Comments	Significant Risks
NO	N/A
<b>Work on or adjacent to highway/footpath</b>	
Specific Hazards/Comments	Significant Risks
NO	N/A
<b>Work adjacent to railway</b>	
Specific Hazards/Comments	Significant Risks
NO	N/A
<b>Stability during construction</b>	
Specific Hazards/Comments	Significant Risks
YES – Scaffold adequate to service all areas of the work required.	Structural collapse.
<b>Temporary works (including falsework)</b>	
Specific Hazards/Comments	Significant Risks
NO	N/A
<b>Excavations</b>	
Specific Hazards/Comments	Significant Risks
NO	N/A
<b>Mechanical lifting/craneage</b>	
Specific Hazards/Comments	Significant Risks
YES – Moving mixed rendering up to work platform. Delivery of materials.	As working at height.
<b>Demolition</b>	
Specific Hazards/Comments	Significant Risks
NO	N/A
<b>Movement of vehicles and plant</b>	
Specific Hazards/Comments	Significant Risks
YES - As site access.	As site access.
<b>Piling</b>	
Specific Hazards/Comments	Significant Risks
NO	N/A
<b>Waste disposal</b>	
Specific Hazards/Comments	Significant Risks
YES – Possibly collected daily as generated.	Trip hazards, sharp or hazardous materials coming into bodily contact.

<b>Site Welding</b>	
Specific Hazards/Comments	Significant Risks
NO	N/A
<b>Electricity</b>	
Specific Hazards/Comments	Significant Risks
NO – LV generators only.	N/A
<b>Noise vibration</b>	
Specific Hazards/Comments	Significant Risks
YES – standard power tools.	NO

## **Materials**

<b>Asbestos</b>	
Specific Hazards/Comments	Significant Risks
None known	N/A
<b>Lead</b>	
Specific Hazards/Comments	Significant Risks
YES - Flashings	NO
<b>Cement</b>	
Specific Hazards/Comments	Significant Risks
YES – Bedding and pointing.	NO
<b>Bitument</b>	
Specific Hazards/Comments	Significant Risks
NO	N/A
<b>Paint</b>	
Specific Hazards/Comments	Significant Risks
NO	N/A
<b>Solvent/sealants</b>	
Specific Hazards/Comments	Significant Risks
YES – Mastic sealants.	NO
<b>Petrol Other flammable or explosive materials /oil/LPG</b>	
Specific Hazards/Comments	Significant Risks
YES – Generator fuel.	NO
<b>Other hazardous materials</b>	
Specific Hazards/Comments	Significant Risks
NO	N/A
<b>Manual Handling</b>	
Specific Hazards/Comments	Significant Risks
YES – Insulation boards might be cumbersome in windy weather and require team work to install. Team work or mechanisation to be used to raise heavy mixed render up to working area.	Falls, sprains/strains, long term disorders.

## Environment and Adjacent Area

Noises	
Specific Hazards/Comments	Significant Risks
YES – Maintain standard working hours.	NO
Vibration	
Specific Hazards/Comments	Significant Risks
NO	N/A
Dust	
Specific Hazards/Comments	Significant Risks
YES – Drilling walls for fixing of insulation boards.	NO
Working hours	
Specific Hazards/Comments	Significant Risks
NO	N/A
Water/ground water pollution	
Specific Hazards/Comments	Significant Risks
NO	N/A
Waste disposal	
Specific Hazards/Comments	Significant Risks
NO – collect waste daily.	N/A

## Maintenance and Repair

Access for cleaning	
Specific Hazards/Comments	Significant Risks
NO – Water fed poles for cleaning.	N/A
Access for maintenance	
Specific Hazards/Comments	Significant Risks
NO – Planned operations only.	N/A
Fragile materials	
Specific Hazards/Comments	Significant Risks
NO	N/A
Loading restrictions	
Specific Hazards/Comments	Significant Risks
NO	N/A
Confined spaces	
Specific Hazards/Comments	Significant Risks
NO	N/A
Mechanical plant	
Specific Hazards/Comments	Significant Risks
NO	N/A
Services	
Specific Hazards/Comments	Significant Risks
NO	N/A

## Demolition

Hazardous substances and materials	
Specific Hazards/Comments	Significant Risks
NO	N/A
Pre-stressed structural elements	
Specific Hazards/Comments	Significant Risks
NO	N/A

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**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



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

## 11. Progress in relation to programme

[illegible]**VALUATIONS** (Scale 0 – 5)

## 12. Accuracy of claims

[illegible]

Contractor Signature

This image shows a full page of primary-ruled notebook paper. It features ten sets of horizontal lines across the page. Each set consists of three lines: a solid top line, a dashed middle line, and a solid bottom line, providing a guide for letter height and placement. The paper is white and contains no other markings or text.[illegible]This image shows a full page of white paper with horizontal dashed lines, typical of primary-ruled notebook paper. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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**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.

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**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.*