

RESPOND RESPONSIVE MAINTENANCE AND VOIDS TENDER

Works Requirements - Preliminaries

WORKS REQUIREMENTS - PRELIMINARIES

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WORKS REQUIREMENTS - PRELIMINARIES

1 GENERAL

1.1 Contractor's costs

- 1.1.1 The Bespoke Schedule of Rates payment, individually tendered by the Contractor, include for carrying out all tasks required by these Preliminaries. No further payment is due to the Contractor in respect of any such tasks beyond the payments provided for in the Bespoke Schedule of Rates.
- 1.1.2 The NHF Schedule of Rates payments, as adjusted by the Contractor's tendered percentages, include for carrying out all tasks required by these Preliminaries. No further payment is due to the Contractor in respect of any such tasks beyond the payments provided for in the Schedule of Rates.
- 1.1.3 All of the Contractor's obligations, duties and responsibilities under these Preliminaries Contract Documents are therefore to be performed at the Contractor's own cost and expense except to the extent that the Contract Documents expressly provide for separate payment for them.
- 1.1.4 The Contractor must meet the costs of all payments to third parties incurred in complying with the obligations set out in these Preliminaries and the Contractor's tendered Rates are deemed to include provision for such payments.

1.2 Notices required by Law - Contractor responsibilities

The Contractor must give all notices required by Law in connection with the Works.

1.3 Other contractors

Other works may be carried out concurrently with the Works. The Contractor must work in conjunction with, and liaise with, the Employer and any other contractor engaged in those works.

2 INFORMATION TECHNOLOGY AND COMMUNICATIONS

2.1 Contractor's communication systems

- 2.1.1 Throughout the Term the Contractor must keep available the Contractor's IT System for the purposes of issuing and receiving e-mail, documents and other communications.
- 2.1.2 In order to facilitate the rapid execution of emergency or urgent repairs, the Contractor must maintain fully functioning and manned direct telephones or similar communications (not answerphone) with the Employer's Representative during Normal Working Hours.
- 2.1.3 The Contractor must ensure that at all times during Normal Working Hours:
 - the supervisor in charge of all Works can be contacted by mobile phone or other form of communication Approved by the Employer's Representative; and
 - the Contractor can contact all members of Contractor's Personnel during Normal Working Hours.
- 2.1.4 The Contractor must provide the Employer's Representative with the name(s) and the telephone number(s) of Contractor's Personnel who are available outside Normal Working Hours to receive urgent or emergency Instructions relating to the Works.

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- 2.1.5 The Contractor must provide a communication facility with a local rate or free telephone number for the Employer's Contractor's Personnel to use throughout the Term.
- 2.1.6 The Contractor must maintain the capability to contact Customers and the Employer's residential Contractor's Personnel by email, mobile phone, text and telephone.
- 2.1.7 The Contractor must provide an email contact address, a low rate or freephone facility and/or an internet address for Customers to use for reporting repairs and to contact the Contractor about appointments etc. The email address and freephone number must be printed on all correspondence and cards used by the Contractor.
- 2.1.8 The Contractor will be responsible for:
- providing all stationery;
 - the installation and rental of any telephone lines necessary to receive and output information; and
 - charges for calls initiated by the Contractor's Personnel.

2.2 Linking the Employer's IT System and Contractor's IT System

- 2.2.1 The Contractor may use the Employer's Contractor portal. The Contractor portal is a system that is connected to the Employer's Housing Management IT System whereby once a contractor is setup on it they can access Works Orders assigned to them, provide photographic evidence of the Work to be completed as well as Work completed and sign off when they close the Order. This system can be accessed via a tablet/laptop or mobile and is compatible with android, iPhone and windows as it requires an internet connection to access the web portal.
- 2.2.2 Via the Contractor portal, the 2-way electronic link may be used for all or some of the following functions:

Issue of Task Orders	Employer to Contractor
Acknowledgement of Task Orders	Contractor to Employer
Advice of "no access" problems	Contractor to Employer
Advice of completion dates	Contractor to Employer
Request for Variation approval	Contractor to Employer
Approval of Variations	The Employer to Contractor
Confirmation of Schedule of Rates codes used for completing all Task Orders	Contractor to Employer's Representative
Issue of Valuations	Contractor to Employer's Representative
Approval/rejection of valuations	Employer's Representative to Contractor
Information sharing and exchange	Employer's Representative to Contractor
Customer Satisfaction Data	Contractor to Employer's Representative
Appointment confirmation	Both directions
Periodic reporting	Contractor to Employer

- 2.2.3 Samples of file layouts will be forwarded to the Contractor before implementation of the computer link. These do not cover every conceivable file that may be transmitted in either direction and are for guidance only as the layouts may change over time as systems evolve.
- 2.2.4 The Employer will provide such training and software support on the Employer's IT System as is reasonably necessary during this Contract. General advice and further technical details may be obtained from the Employer.

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- 2.2.5 Subject to Paragraph 2.2.7 the Employer must make the Employer's IT System for housing management available between the hours of 8:00am to 6.00pm on each Business Day.
- 2.2.6 The Employer may close down its IT System for housing management for maintenance. The Employer must give reasonable notice to the Contractor of such non-availability.
- 2.2.7 The Contractor must provide:
- any hardware and software required for the data exchange (excluding any proprietary software forming a part of the Employer's IT System(s) for housing management/and/or repairs);
 - any amendments to the Contractor's IT System which may be required to achieve compatibility;
 - computer hardware of a sufficient capacity to support the operation of the Contractor's IT System satisfactorily;
 - Contractor's Personnel services and supplies necessary to operate the Contractor's IT System effectively and continuously through the Term.
- 2.2.8 The Contractor must access the Employer's IT System and use the information on it only for the purpose of this Contract as set out in Clause 7.6.3 of the Contract Conditions.
- 2.2.9 The Contractor must:
- keep the Contractor's IT System available throughout Normal Working Hours other than during maintenance that has been notified to the Employer as set out below;
 - give reasonable notice to the Employer if it is necessary to close down the Contractor's IT System or any applications within it during Normal Working Hours for maintenance;
 - provide initial training in accordance with the Employer's IT Appendix and refresher training and software support as is reasonably necessary during this Contract.

2.3 Remote Mobile Working

- 2.3.1 The Contractor must provide all Contractor's Personnel who may visit a Property in connection with the Works with a handheld mobile communication device that will enable:
- Task Orders to be received in real time;
 - the completion of Task Orders to be recorded;
 - follow-up appointments to be arranged where a first time fix is not achieved;
 - a "before and after" photographic record to be kept;
 - "no access" information to be recorded via photograph and GPS location stamp; and
 - other relevant documentation to be produced electronically (e.g. statutory records, Customer satisfaction surveys etc.,).
- 2.3.2 Where Paragraph 2.3.1 applies the Contractor must:
- send the above electronic information to the Employer or the Employer's IT System in real time via the Contractor's IT System interface; and
 - keep back-up copies of such information and retain them in accordance with Clause 1.20 of the Additional Contract Conditions.

3 CUSTOMER LIAISON

3.1 Contractor's responsibilities for liaison

- 3.1.1 The Contractor must liaise with Customers at all appropriate times.

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- 3.1.2 Where the nature or scope of the Works so warrants, the Contractor must give proper notice to Customers before Works commence, informing them of:
- the starting date, likely duration and actual progress of the Works;
 - the likely impact of the Works on the Customer, and the level of disruption anticipated;
 - any need for any scaffolding; and
 - any other things required by the Part 2 of the Schedule to the Contract.
- 3.1.3 The Employer's Representative will seek to assist the Contractor to resolve with individual Customers any problems of access to individual Properties.

3.2 Customer Liaison Officer

- 3.2.1 The Contractor must appoint one or more members of their Contract management team as a Customer Liaison Officer(s) to undertake the duties set out in the Appendix to these Preliminaries headed "Customer Liaison Officer's Duties".
- 3.2.2 The Customer Liaison Officer(s) must carry an operational mobile pager/telephone at all times during Normal Working Hours and the hours during which Contractor's Personnel are undertaking any of the Works. The Contractor must publicise the number of the mobile to all Customers.

3.3 Correspondence and materials

- 3.3.1 The Contractor must provide translation facilities for Customers whose first language is not English.
- 3.3.2 All documentation used by the Contractor must be multi-lingual in languages appropriate to the Customers.
- 3.3.3 The text/layout of all the Contractor's proposed correspondence with Customers including "request for access" cards must be approved in advance by the Employer.

3.4 Area office

- 3.4.1 The Contractor must maintain an office within the locality of the geographical lot(s) they are awarded throughout the Term.

4 STAFF

4.1 Contractor's Personnel of the Contractor and Subcontractors

- 4.1.1 Contractor's Personnel must do their utmost to promote and enhance the image and reputation of the Employer through providing Customer-centred speedy, safe and efficient maintenance and repairs arrangements.
- 4.1.2 The Contractor must employ only Contractor's Personnel (other than Apprentices and Trainees) that:
- have received formal trade training;
 - are experienced in undertaking maintenance or small works of a similar nature to those under this Contract; and
 - hold a nationally recognised or accredited construction trade qualification and/or are registered under the Construction Skills Certification Scheme.
- 4.1.3 The Contractor must ensure that, as far as reasonably practicable, the Contractor's Personnel undertaking the Works at the Properties comprise a steady and stable workforce which is dedicated primarily to delivering the Works under this Contract.

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- 4.1.4 The Contractor must ensure that all Contractor's Personnel undertaking the Works have been properly inducted and have undertaken recognised certified training courses on:
- asbestos awareness;
 - the safe use of ladders and stepladders i.e. working at heights;
 - the procedures to be followed if there is a serious and imminent danger to health and safety;
 - fire safety and ensuring fire stopping is not compromised; and
 - Customer care
- 4.1.5 All Contractor's Personnel undertaking the Works must:
- be properly and presentably dressed in appropriate uniforms or workwear;
 - use appropriate personal protective equipment;
 - maintain the highest standards of hygiene and courtesy;
 - be provided with appropriate supervision, instructions and information in particular to ensure that the Works can be carried out without risks to health and safety;
 - be provided with information about training in relation to the risks identified in the Pre-construction Information and how to minimise them; and
 - carry out the Works in as orderly and quiet a manner as is reasonably practicable having regard to the nature of the duties being performed by them.
- 4.1.6 Where a member of Contractor's Personnel (including an Apprentice or Trainee) does not have English as their first language the Contractor must support, or must require the Subcontractor employing them to support, their learning English to promote good communication with Customers and effective health and safety practices.
- 4.1.7 The Contractor must ensure all Contractor's Personnel, Subcontractors and Suppliers maintain a rigid non-smoking regime, including at the Employer's offices, work vehicles and other Properties.
- 4.1.8 The Contractor must ensure that the consumption of alcohol and classified drugs is prohibited whilst Contractor's Personnel are at work and Contractor's Personnel are not at such time under the influence of alcohol, classified drugs or other drugs or medication which could affect their ability to deliver the Works.

4.2 Identification of Contractor's Personnel and vehicles

- 4.2.1 The Contractor must ensure all Contractor's Personnel undertaking the Works carry an identification card in a form approved by the Employer which contains the following details:
- a photograph of the member of Contractor's Personnel;
 - the Contractor's Personnel member's name;
 - the Contractor's name, logo, address and telephone number;
 - the Employer's logo;
 - the expiry date of the card (which must not be after the Expiry Date of this Contract)
 - Contractors should be prepared to also show registration cards for any accreditation bodies to tenants at their request e.g. RGII
- 4.2.2 Before the commencement of any Works the Contractor must submit a list of the names, addresses, roles and trades of all Contractor's Personnel who may work on this Contract. The Contractor must update this list whenever changes in Contractor's Personnel occur.
- 4.2.3 The Contractor must ensure that such identification is worn or available on each member of Contractor's Personnel carrying out the Works at all times. The Contractor must keep a register of badges issued. ID badges are applicable to all Subcontractors and visitors.

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- 4.2.4 The Contractor must ensure that all identification cards issued to the Contractor's or Subcontractor's Personnel are returned to Employer on the termination of this Contract or when the Contractor's Personnel member leaves their employment.
- 4.2.5 All Contractor's Personnel must wear clean workwear, clearly and permanently bearing the Contractor's logo, name, address and telephone number as approved by the Employer's Representative.

4.3 Contractor's Garda Vetting Checks

- 4.3.1 Before any member of Contractor's Personnel first attends a Property to undertake any Works the Contractor must, to the extent that the Contractor is lawfully able to do so:
- question that member of Contractor's Personnel as to whether he or she:
 - has any convictions; and (where the performance of the Works may involve contact with children and/or vulnerable adults);
 - is on the National Vetting Bureau (or its successor's) children's list or vulnerable adults' list and, if so, whether he/she is cleared to work by them;
 - carry out a Garda Vetting check of the most extensive kind available on that member of Contractor's Personnel having regard to the Works they will undertake under this Contract;
 - notify the results of such Garda Vetting check to the Employer; and
 - scrutinise each prospective member of Contractor's Personnel's employment history and take up references including asking their most recent former employer whether they have made any referral of misconduct for possible barring.
- 4.3.2 The Contractor must procure that no person who discloses any convictions, who is found to have any convictions following the results of a Garda Vetting check or any update of it or who is identified as not being suitable to work with children or vulnerable adults, is employed or engaged in any Works that may involve contact with children and/or vulnerable adults without the Employer's prior written consent.
- 4.3.3 The Contractor must:
- ensure that, to the extent that the Contractor is legally able to do so, Garda Vetting checks for all Contractor's Personnel are updated regularly through the National Vetting Bureau update service; and
 - notify the Employer immediately if:
 - any member of Contractor's Personnel receives a conviction subsequent to his/her commencement of employment; or
 - the Contractor becomes aware of an undisclosed previous conviction in relation to a member of Contractor's Personnel.
- 4.3.4 The Contractor confirms and warrants that all Contractor's Personnel engaged in the Works will have been vetted and recruited as set out in this Paragraph 4.3.
- 4.3.5 Both the Employer and the Contractor must comply with any Code of Practice for Recipients of Disclosure Information as may be issued from time to time by the National Vetting Bureau.

4.4 Vehicles – Contractor's responsibilities

- 4.4.1 The Contractor must ensure that all vehicles used in the Works are roadworthy, have a valid National Car Test (NCT) certificate, are fit for purpose, taxed and appropriately insured and that all Contractor's Personnel who drive them have the appropriate driving licences.

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4.4.2 On request from the Employer the Contractor must provide evidence that the Contractor is complying with Paragraph 4.4.1.

4.5 Code of Conduct and Harassment

4.5.1 The Contractor must:

- ensure that Contractor's Personnel do not abuse, harass or unlawfully discriminate against any of the Employer's staff or Customers;
- ensure all Contractor's Personnel are trained in cultural sensitivity; and
- take prompt and firm action against any employee responsible for abuse, harassment or unlawful discrimination.

4.5.2 The Contractor must promptly report any alleged incident of abuse, harassment or unlawful discrimination by any member of Contractor's Personnel to the Employer, giving full details including how the complainant has been supported, any investigation undertaken and any action taken against the alleged perpetrator.

4.5.3 Any incident of abuse, harassment or unlawful discrimination by any member of Contractor's Personnel is to be regarded as a Material Breach of this Contract. Such a breach may be remedied only by the Contractor taking appropriate disciplinary action (as approved by the Employer) against the perpetrator.

5 HEALTH & SAFETY POLICIES AND PROCEDURES

5.1 General requirements

5.1.1 Throughout the performance of this Contract the Contractor must have full regard for the safety of all persons who may be affected by the Works.

5.1.2 The Contractor must:

- keep all Properties, Equipment and Materials provided or used in connection with this Contract under control in an orderly and safe state;
- adopt safe methods of work to protect the health, safety and welfare of all Contractor's Personnel, Customers and others including neighbours and members of the public;
- comply with the Contractor's own health and safety policies and procedures; and
- maintain all lights, guards, fencing, warning signs or anything provided in the interests of health, safety and welfare as required by Law, any Statutory Authority or the Employer's Representative.

5.1.3 The Contractor must comply with:

- all Health and Safety Laws concerning the welfare and protection of Contractor's Personnel and other persons who may be affected by the Works; and
- all approved Codes of Practice produced or approved by the Health and Safety Authority or its predecessors.

5.1.4 The Contractor must notify the Employer's Representative promptly and in any event within 24 (twenty four) hours of first becoming aware of them of any health and safety hazards of which it becomes aware in undertaking the Works. The Contractor must draw the attention of its Contractor's Personnel and the Contractor's Personnel of any Subcontractor who are working at the Property concerned to those hazards and any necessary associated safety measures.

5.1.5 On request from the Employer the Contractor must provide evidence that the Contractor is complying with the health and safety requirements for this Contract as set out in this Paragraph 5.

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5.2 Policies and procedures

- 5.2.1 Before commencing the Works the Contractor must supply the Employer with copies of:
- its Health and Safety Policy, its Statement of Safety Policy issued to Contractor's Personnel, all codes of practice, operational guidelines and any other provisions and procedures it operates relating to health and safety (including those in connection with Materials which may be deleterious);
 - any procedures the Employer or the Employer's Representative must comply with when visiting any Properties whilst the Works are being undertaken;
 - the Contractor's Method Statement.
- 5.2.2 At each office, depot or base from which the Works are provided and any other location specified by the Employer the Contractor must keep available copies of all relevant Health and Safety Law, codes of practice, guidance, registers, operational guidelines, working practices, and safety policies and procedures applicable to the Works. These must be kept available for Contractor's Personnel to inspect and must be open to the inspection of the Employer's Representative at any time when the Works are or may be carried out.
- 5.2.3 Before commencing any Works the Contractor must provide details of the following to the Employer's Representative:
- the arrangements to manage health and safety;
 - risk assessments, (including those of all Subcontractors and any other contractors);
 - the Contractor's proposals for mitigating any risks that cannot be designed out;
 - the approach to be taken in executing any identified high risk operations;
 - the arrangements for monitoring compliance with Health and Safety Law; and
 - how the programme for the Works allows time to complete the Works without risks to health and safety.

5.3 Health & safety and Contractor's Personnel

- 5.3.1 The Contractor must notify the Employer of the names of:
- the person who is the principal point of contact responsible for all health and safety matters concerning the Works;
 - the 'competent person' or external consultant for the provision of 'health and safety' advice as required by the Workplace Health and Safety management Guidance together with details of their professional health and safety qualifications (such as Member of the Institution of Occupational Safety and Health, Member of the International Institution of Risk and Safety Management or equivalent).
- 5.3.2 The Contractor must notify the Employer of changes to the persons referred to in Paragraph 5.3.1.
- 5.3.3 The Contractor must provide an experienced safety supervisor, available at all times during the execution of this Contract.
- 5.3.4 The Contractor's health and safety person or safety supervisor must carry out regular safety checks of the Contractor's operations during the Term.
- 5.3.5 The Contractor must provide the Employer's Representative with a copy of the Contractor's health and safety person's/supervisor's report within one week of each check. The report must include the Contractor's comments on the actions and timescales for dealing with any health and safety concerned identified.
- 5.3.6 The Contractor must ensure that all Contractor's Personnel and Subcontractors and their Contractor's Personnel:

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- receive site-specific health and safety induction training and regular refresher training;
- have access at all times to competent health and safety advice as required by Law; and
- are consulted in relation to health and safety as required by Law.

5.4 Safety, Health and Welfare at Work (Construction) Regulations

- 5.4.1 Pre-construction Information in relation to the Works is appended to the Schedule to the Contract. Any supplementary Pre-construction Information for particular Works will be provided with the Task Order for those Works. Where the Contractor is the Project Supervisor under the Safety, Health and Welfare at Work (Construction) Regulations (hereafter referred to as the Construction Regulations), the Contractor must:
- assist the Employer to provide this Pre-construction Information in accordance with the Construction Regulations;
 - disseminate that Pre-Construction Information in a convenient form to every designer and contractor appointed in connection with the Works; and
 - appoint the named individual set out in the Part 2 of the Schedule to the Contract (and with the qualifications set out in the Part 2 of the Schedule to the Contract) as the "competent person" who will assist the Contractor to carry out their duties as Project Supervisor.
- 5.4.2 Where the Construction Regulations apply, the Project Supervisor will prepare the Health and Safety File(s). A separate specific Health and Safety File must be prepared for each group of Properties, individual scheme or estate to be worked on under this Contract. The Health and Safety File must contain information relating to any Works which is likely to be needed during any subsequent works to the Properties to which Works are being undertaken to ensure the health and safety of any person.
- 5.4.3 Where the Contractor is the Project Supervisor under the Construction Regulations the Contractor must:
- prepare the Health and Safety File in accordance with Paragraph 5.4.2;
 - plan, manage and monitor the preconstruction phase and coordinate matters relating to health and safety during the pre-construction phase to ensure that, so far as reasonably practicable the Works are carried out without risks to health and safety;
 - take into account the General Principles of Risk Prevention and the contents of the Health and Safety file and Construction Phase Plan when planning the Works;
 - identify and eliminate or control, so far as reasonably practicable, foreseeable risks to the health or safety of any person undertaking or likely to be affected by the Works;
 - ensure that the Health and Safety File is reviewed, updated and revised from time to time as appropriate to take account of the Works and any changes that have occurred; and
 - keep the Health and Safety File available for any person who may need it so as to comply with any relevant Law.
- 5.4.4 The Contractor must:
- when preparing or modifying any designs for the Works, have regard to the pre-construction information in the Appendix to the Schedule to the Contract headed "Health and Safety Pre-construction Information" so far as reasonably practicable to eliminate, or, if elimination is not possible, reduce or control foreseeable risks to health and safety;
 - take all reasonable steps to provide sufficient information about the design, construction or maintenance of any Works the Contractor designs to the Employer and any Subcontractors undertaking those Works;

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- prepare and develop the Construction Phase Plan so that in accordance with the Construction Regulations it:
 - sets out the health and safety arrangements and site rules for carrying out the Works;
 - is sufficient to ensure that the construction phase is planned managed and monitored appropriately in the light of the Pre-Construction Information and the contents of the Health and Safety File;
 - identifies risks to health and safety arising from the Works and includes suitable and sufficient means to address them;
- plan, manage and monitor the carrying out of the Works and coordinate matters relating to health and safety to ensure that, so far as is reasonably practicable, the Works are carried out without risks to health or safety;
- ensure that the Construction Phase Plan is appropriately reviewed, updated and revised from time to time, so that it continues to be sufficient to ensure that so far as reasonable practicable the Works can be carried out without risks to health and safety;
- cooperate with and coordinate the Contractor's own activities in the carrying out of the Works with any other person working on or in relation to the Works or undertaking any other work at a Property to which Works are being undertaken to the extent necessary to enable them to fulfil any duties they have under Health and Safety Law;
- ensure that sufficient resources, including time, are allocated to enable the Works to be carried out in compliance with Health and Safety Law and Good Industry Practice in relation to health and safety;
- where the Contractor is not also the Project Supervisor:
 - provide the Project Supervisor with all information in the Contractor's possession that is relevant to the Health and Safety File for inclusion in the Health and Safety File including information about any health and safety risks that cannot be eliminated;
 - liaise with the Project Supervisor over health and safety and share with the Project Supervisor information relevant to the planning management and monitoring of the pre-construction phase and the co-ordination of health and safety matters during it;
 - discuss all changes from the Construction Phase Plan with the Project Supervisor;
- where the appointment of any Project Supervisor concludes before the end of the Works, ensure that the Health and Safety File for those Works is appropriately reviewed, updated and revised from time to time to take account of the Works and any changes that have occurred;
- maintain arrangements to enable Contractor's Personnel to cooperate effectively in developing, promoting and checking the effectiveness of measures to ensure their health, safety and welfare;
- consult Contractor's Personnel or their representatives in good time on matters concerned with the Works which may affect their health, safety or welfare;
- ensure Contractor's Personnel can inspect health and safety and welfare information relating to the Works; and
- on completion of any Works, procure that the Health and Safety File for those Works is handed over to the Employer.

5.5 Occupied Properties

- 5.5.1 When working in or on Occupied Properties, the Contractor must provide for the efficient protection of the public, including Customers, the Employer's Contractor's Personnel all persons occupying or using the Properties or adjoining properties and trespassers.
- 5.5.2 The Contractor must:
- safeguard access to the Properties through continuously maintaining existing accesses, or if necessary providing alternative accesses to lifts, staircases,

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- lobbies, hallways, corridors and refuse facilities;
- ensure that all Work within the common parts of each building proceeds in an orderly and safe manner; and
- take all reasonable steps to ensure that corridors, staircases, lifts, refuse chutes, intake cupboards or WCs are not obstructed with Equipment or Materials;
- provide proper footways, guardrails and other protective measures where necessary; and
- provide and maintain temporary access facilities.

5.5.3 Where scaffolding is erected over or adjacent to an entrance which is to remain in use, an effective screen and fans must be provided.

5.5.4 The Contractor must not block any access of Customers or the public to estate roads, parking areas or pathways during the Works.

5.5.5 Materials must be distributed on a day to day basis and must not be stored on site at any of the Properties.

5.5.6 The Contractor must remove all rubbish, plant, tools and Materials from areas used by the public to a central storage point as Work proceeds (and specifically at the end of each Working Day) and on completion of the Works.

5.5.7 On no account may refuse chutes, refuse chambers, intake cupboards or WCs be used for the disposal of waste.

5.5.8 The Contractor must properly clean all floors, woodwork, steps and yards and clear out all channels, outlets, gutters, regularly during the Works and on their completion so as to leave the Properties in a clean and fit condition for occupation.

5.6 Site security and the safety of children

5.6.1 The Contractor must take all reasonable precautions to prevent injury to children including:

- appropriate precautions to discourage and/or prevent trespass (including erecting an adequate perimeter fence where appropriate);
- immobilising and making safe all Equipment (including vehicles);
- erecting guarding to edges of excavations etc;
- stacking Materials in a safe manner to prevent their easy displacement;
- preventing access to and safely storing hazardous Materials;
- preventing access to elevated areas and scaffolding; and
- preventing access to electricity supplies and other sources of energy.

5.6.2 The Contractor must not use guard dogs for site security.

5.7 Warning notices

5.7.1 The Contractor must provide warning notices to warn Customers and the public of dangerous operations, Equipment and chemicals and freshly applied Materials.

5.7.2 Warning notices and safety signs must:

- conform to the Health and Safety (Safety Signs and Signals) Regulations 1996 (see www.hsa.ie/pubns); and
- be securely fixed and in a prominent position where they can be properly seen.

5.8 Access

5.8.1 Suitable and safe means of access and egress must be provided to and from the Works and working areas must be kept safe.

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- 5.8.2 The Contractor must take all precautions to eliminate as far as possible the danger to Customers, other occupiers of the Properties or the public arising from the entry and exit of all vehicles to and from the site. This includes:
- the efficient watching of vehicles arriving and leaving the Property;
 - adequate warning of the movement of such vehicles being given to members of the public on the public highway and persons within the boundary of the Property as necessary; and
 - the provision of all warning notices.
- 5.8.3 The Contractor must:
- regularly clear away mud or debris (including that deposited by vehicles) from roads and paved areas outside the Property; and
 - reinstate paving damaged by vehicles to the satisfaction of the highway authority.

5.9 Scaffolding

- 5.9.1 The Contractor must provide scaffolding for the Works where required by Regulatory Requirements.
- 5.9.2 Moveable towers can be used where Regulatory Requirements allow this. This is also subject to the approval of the Employer's Representative for scaffolding above the equivalent of the ridge line of a two storey Property.
- 5.9.3 Only light short-term Work may be done from ladders where this is in line with the Code of Practice for Ladders.
- 5.9.4 Working platforms required at heights of 2 metres and above must be carried by a properly constructed scaffold. Scaffold may be provided at lower levels.
- 5.9.5 The Contractor must obtain:
- a licence from the highways authority where scaffold is to be constructed on or over the public highway; and
 - permission from the adjoining landowner to occupy the space where scaffolding is erected over an adjoining property.
- 5.9.6 Where scaffold is to be constructed on or over the public highway the Contractor must:
- consult the highways authority as to whether lighting or any other form of warning is required;
 - if so, provide this (with any electrical supply being of a maximum of 100 volts); and
 - notify the police where, when and for how long, the scaffold is to be in place.
- 5.9.7 Before erecting any scaffold to which Paragraph 5.9.5 applies, the Contractor must provide evidence to the Employer's Representative that the permissions referred to in that Paragraph have been obtained and, where applicable, the notifications under Paragraph 5.9.6 have been given.
- 5.9.8 The Contractor must ensure that any temporary roofs are properly designed and secured and must provide calculations and drawings to the Employer's Representative (for checking and approval).
- 5.9.9 Before the erection of any scaffolding to three storeys and above, the Contractor must:
- submit an engineer's design of the scaffold to the Employer's Representative for checking and approval;
 - when erected, supply a certificate from a Member of the Institute of Structural

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Engineers indicating the scaffolding is in good condition and complies in all respects with all relevant Codes of Practice; and

- similarly certify any alteration to the scaffold.

5.9.10 All scaffolds must be constructed in accordance with:

- Safety, Health and Welfare at Work (General Applications) Regulations 2007 (Part 4);
- HSA – Code of Practice for Access and Working Scaffolds;
- BS EN12811 – 1 or equivalent; and
- either:
 - NASC Technical Guidance TG20.13 for tube and fitting scaffolds; or
 - the manufacturer's guidance for system scaffolds.

5.9.11 For all scaffolds:

- approved materials in good condition must be used;
- all components must be inspected prior to use;
- sole plates must carry a minimum of 2 standards and wherever possible be placed parallel to the face of the building;
- they must be rigid and constructed on a solid foundation;
- standards must be upright at all times;
- ledgers must be horizontal and fixed with load bearing coupler;
- gaps in working platforms must not exceed 25mm wide and where necessary the inside boards must be secured to achieve this. No gap is to exceed 6 square inches anywhere. Where third parties are at risk, no gaps are acceptable – nothing must be allowed to fall through or off the platform;
- sufficient positive ties to the main walls of buildings must be fitted;
- fans and/or working areas over entrances and exits must be fully double boarded with a continuous membrane between to stop any matter falling through;
- where hoists are erected in scaffold, extra ties must be used to prevent vibration of the scaffold; and
- toe boards and guard rails must be fitted to working or access platforms and to stairs where people working on them could fall 2 metres or more;
- Materials must not be thrown, tipped or allowed to fall off the scaffolds or working platforms;
- when partially erected or partly dismantled a notice saying "Do not use" must be displayed on the scaffold; and
- the scaffold must be made unclimbable at all times when not in use for undertaking the Works.

5.9.12 Scaffold requiring protection from lightning strikes, must be certified by a qualified electrical engineer, when first erected and with regular testing and a certificate being provided at not less than monthly intervals. Copies must be provided to the Employer's Representative.

5.9.13 Scaffold must be erected, dismantled and altered:

- by competent persons;
- where the scaffolding is over 5m high, under the supervision of a person trained and certificated under the Construction Skills Certification Scheme Scaffolding Scheme or an equivalent training programme approved by SOLAS;
- in accordance with either:
 - NASC Guidance Document SG4 for tube and fitting scaffolds; or
 - the manufacturer's instructions for system scaffolds; and
- so that at all times windows are openable by the occupants from the inside.

5.9.14 Scaffolding must be inspected by the Contractor's 'competent person' at least every 7 (seven) days. The Contractor must correct any faults found immediately. A record of such inspections and the Contractor's report must be submitted to the Employer's Representative within 1 (one) Working Day of each inspection.

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- 5.9.15 Where the Employer's Representative advises the Contractor of this, the Contractor must allow another contractor working directly for the Employer to use scaffolding erected by the Contractor, subject to that contractor agreeing to comply with any health and safety requirements in relation to the use of that scaffolding reasonably required by the Contractor.
- 5.9.16 Scaffolding must be struck within 1 (one) week of the Employer having advised the Contractor that the Works have been satisfactorily completed, unless the Employer requires the scaffolding to be maintained for another contractor working directly for the Employer. In these circumstances:
- the scaffolding must be struck within 1 (one) week of the Employer having advised the Contractor that the scaffolding is no longer required; and
 - the Employer must pay the Contractor for the use of the scaffolding by the Employer's other contractor at the rates payable for the use of scaffolding under the Pricing Document (even where the payment for the scaffolding to be erected and maintained for the Works was included in the Rates).
- 5.9.17 Payment for scaffolding is either included in the Rates or payable separately in accordance with the Pricing Document.

5.10 Asbestos

- 5.10.1 An asbestos register has been prepared and a copy will be provided to the Contractor before the Commencement Date or as soon as it is available.
- 5.10.2 All work involving asbestos that falls within the remit of the Safety, Health and Welfare at Work (Asbestos) Regulations 2006 – 2010; the Safety, Health and Welfare at Work (Exposure to Asbestos) Regulations 2006 (S.I. No 386 of 2006), and the Safety, Health and Welfare at Work (Exposure to Asbestos) (Amendment) Regulations 2010 (S.I. 589/2010) may be undertaken only by an Asbestos Licensed Contractor.
- 5.10.3 If during the course of any Work the Contractor discovers the presence of any Materials suspected or known to contain asbestos and such Materials have not been previously notified to the Contractor as containing or possibly containing asbestos, the Contractor must:
- immediately cease the Works;
 - ensure the Works are left in a safe and satisfactory condition with no danger and as little inconvenience as possible to the Customer;
 - seek Instructions from the Employer's Representative; and
 - respond in accordance with those Instructions.
- 5.10.4 All Works undertaken must comply with or better the requirements of the Approved Codes of Practice and guidance notes.
- 5.10.5 If the Employer's Representative confirms or has previously confirmed the presence of asbestos but the Works do not require compliance with the Safety, Health and Welfare at Work (Asbestos) Regulations 2006 – 2010; the Safety, Health and Welfare at Work (Exposure to Asbestos) Regulations 2006 (S.I. No 386 of 2006), and the Safety, Health and Welfare at Work (Exposure to Asbestos) (Amendment) Regulations 2010 (S.I. 589/2010). the Contractor must carry out the Works in accordance with the task guidance sheets as contained within the "Asbestos Essentials Task Manual" published by HSA Books for building, maintenance and allied trades on non-licensed asbestos work.
- 5.10.6 Any Materials containing asbestos that are to be disposed of as waste must be:
- encapsulated and treated in an approved manner as special waste; and

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- must be disposed of only at a site licensed as an approved disposal point to accept asbestos.

5.10.7 The following works are to be undertaken under this Contract by an asbestos Consultant or Asbestos Licensed Contractor engaged directly by the Employer (as applicable). The works to which this applies are

- asbestos surveys in respect of any suspected asbestos;
- asbestos surveys of Void Properties; and/or
- the removal or encapsulation of materials known to contain asbestos and falling under the remit of the Safety, Health and Welfare at Work (Asbestos) Regulations 2006 – 2010; the Safety, Health and Welfare at Work (Exposure to Asbestos) Regulations 2006 (S.I. No 386 of 2006), and the Safety, Health and Welfare at Work (Exposure to Asbestos) (Amendment) Regulations 2010 (S.I. 589/2010).

5.10.8 Where the works referred to in Paragraph 5.10.7 are to be undertaken by a Consultant or Asbestos Licensed Contractor engaged directly by the Employer (as specified in the Part 2 of the Schedule to the Contract), the Contractor must, when so instructed by the Employer's Representative:

- co-ordinate the access and other arrangements for the Employer's asbestos Consultant or Asbestos Licensed Contractor;
- give them at least 24 (twenty four) hours' notice of the time when the Property is ready for them either to undertake the survey and/or the removal or encapsulation of the asbestos containing material;
- use all reasonable endeavours to have the survey and/or removal or encapsulation work undertaken promptly with a view to the Task Order being completed with its Response Period.

5.11 Excavations

The Contractor must:

- adequately fence, shore and protect all excavations;
- erect suitable warning notices (in accordance with Paragraph 5.7); and
- provide stop blocks or similar barriers to stop vehicles from manoeuvring too close to the edge of excavations.

5.12 Fire hazards/precautions

5.12.1 In addition to any fire precautions required by Law, the Contractor must:

- ensure that all fire access routes are kept clear at all times;
- provide sufficient adequately maintained fire extinguishers for the Works (and specifically where the Works involve the use of flame cutting equipment or gas torches);
- take all necessary precautions to prevent personal injury, and damage to the Works the Property or building from fire;
- comply with the NSAI Guidance on Fire Prevention on Construction Sites to the extent that it applies to the Works; and
- ensure that appropriate risk assessments are carried out in accordance with Section 11 of the Safety, Health and Welfare at Work Act 2005

5.12.2 Combustible Materials must not be stored on any storey of any Property or building apart from the ground floor, other than Materials required for use on the storey in which they are stored.

5.12.3 Acetylene, oxygen, propane or other gas cylinders must be stored in a ventilated security compound inaccessible to unauthorised persons, and with the proper provision of warning notices and signs.

5.12.4 No flammable liquids or compressed gases may be kept within any Property or

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building, except in such quantities as may reasonably be required for a single day's work. Liquid propane gas is banned from all buildings over 5 storeys high.

5.12.5 There must be no smoking or burning of waste material or debris on-site.

5.13 Dangerous substances

5.13.1 At least 10 (ten) Business Days before bringing any dangerous, noxious or offensive substance onto any Property or building, which might present a risk to the health, safety or welfare of the Customer any person visiting the Property or the public, the Contractor must provide the Employer's Representative with all relevant information about such substance including details of:

- the substance or process to be used or handled; and
- the precautions and protective measures the Contractor intend to take.

5.13.2 If any such dangerous substance, (e.g. asbestos or lead) is discovered unexpectedly the Contractor must provide the information required by Paragraph 5.13.1 to the Employer's Representative immediately.

5.14 Reporting of accidents and dangerous occurrences

5.14.1 The Contractor must make adequate arrangements for reporting accidents and dangerous occurrences as required by the Safety, Health and Welfare at Work (Reporting of Accidents and Dangerous Occurrences) Regulations 2016 (S.I., no. 370 of 2016).

5.14.2 In a prominent position in each office or depot at which Contractor's Personnel undertaking the Works are based, the Contractor must keep a list of the addresses and telephone numbers for:

- the nearest hospital with casualty facilities; and
- the Health and Safety Authority Local Office.

5.14.3 The Contractor must notify the Employer's Representative and any Project Supervisor immediately of any accident or incident that is notifiable under the Regulations. The Contractor must supply the Employer's Representative with copies of all reports within 7 (seven) days of each accident or incident.

5.15 Incidents, prosecutions and notices

5.15.1 The Contractor must notify the Employer's Representative immediately and in any event within 2 (two) Business Days of becoming aware of any:

- incident occurring in the performance of the Works which might lead to any personal injury or damage to any Property that could give rise to a risk of personal injury;
- prosecution, potential, pending or likely prosecution or conviction of the Contractor, any Subcontractor or any member of Contractor's Personnel for any offence under Health and Safety Law in connection with the Works;
- improvement, prohibition, enforcement or stop notice served by the Health and Safety Authority or other Statutory Authority in connection with the Works; or
- any other actual or anticipated action against the Contractor under Health and Safety Law in connection with the Works.

5.15.2 The Contractor must provide the Employer's Representative with copies of all documents received in connection with such prosecution or notice and such other information as the Employer's Representative requires.

6 ORDERS, RESPONSE PERIODS AND PROGRAMME

6.1 Issue of Task Orders – Employer procedures

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- 6.1.1 The Employer will receive requests for repairs either by telephone, fax, e-mail, personal visit or via its call centre. This request may come from a Customer or from a member of the Employer's residential staff, a caretaker, a neighbourhood officer or a member of the Employer's surveying staff.
 - 6.1.2 The Employer may issue verbal Task Orders on behalf of the Employer's Representative. Any action taken by the Contractor before receiving a written Task Order is at the Contractor's own risk.
 - 6.1.3 The Employer will:
 - enter each repair request on the Employer's IT System as soon as practicable after its receipt; and
 - identify the scope and nature of the repair required.
 - 6.1.4 The Employer's IT System will issue a Task Order on behalf of the Employer's Representative when the repair has been entered into the Employer's IT system. Where Paragraph 2.3.1 [*Remote Mobile Working*] applies, Task Orders may be issued direct to the Contractor's Personnel. No payment will be made for any Work undertaken without a written Task Order.
 - 6.1.5 The Employer's IT System will issue a written Task Order confirming any verbal Task Order received from the Employer or the Employer's Representative within 5 (five) Business Days of the verbal Task Order.
 - 6.1.6 Responsive Maintenance Works will not normally have been the subject of pre-inspection by the Employer's Representative and therefore the Task Order may give only an indicative notification of the Work required.
 - 6.1.7 The Employer may issue a confirmation of the repair request to the Customer when the Task Order has been issued.
 - 6.1.8 Due to variations in the volume of Works available at any time, it is not possible to guarantee continuity of Work. Task Orders may be issued on a random day to day basis and the Contractor should allow for irregular workload patterns.
- 6.2 **Contractor pre-inspections and Major Works Designs and Programmes**
- 6.2.1 For all Works, the Contractor must carry out all pre-inspections the Contractor requires in order to identify the Works required so that they can be completed at the first visit.
 - 6.2.2 The Contractor must take "before" photographs showing the Works required either during a pre-inspection or before commencing the Works.
 - 6.2.3 For Void Property Works when pre-inspecting the Contractor must schedule defects and always take photographic and/or video records. Where applicable the schedule must also list separately:
 - Works that would generally be funded from capital; and
 - Works the cost of which is to be recharged to Customers.
 - 6.2.4 If the Employer's Representative so requires, before the issue of an Task Order for Major Works, the Contractor must provide a provisional Programme within 10 (ten) Business Days of a request from the Employer's Representative. The Employer's Representative must provide to the Contractor with such information that the Employer wishes the Contractor to use to produce that Programme.
 - 6.2.5 A provisional Programme under Paragraph 6.2.4 must be in the form of Gantt or bar chart and must accord with any specific requirements of the Employer's Representative. In particular, the Programme must show:

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- a list of the Properties to which the Major Works are to be undertaken;
 - the periods for Customer consultation, scheduling, design and approvals;
 - any information the Contractor requires from the Employer and the latest date(s) for the Employer to provide that information without impacting on the timetable for the Major Works;
 - the period for erecting and striking scaffolding (if required) at each Property;
 - the proposed starting date and Planned Completion Dates for the Major Works to each Property;
 - the sequencing of the Major Works;
 - the period for giving instructions in respect of any additional Works that may be encountered on site;
 - a reasonable float period within which additional Works that become apparent on site are to be undertaken; and
 - all key/critical dates and milestones.
- 6.2.6 The Contractor must have regard to any comments from the Employer's Representative on the provisional Programme, but the Contractor shall be solely responsible for programming the Major Works. The Contractor must make any changes to the provisional Programme (at no cost to the Employer) that the Employer's Representative requires in order to suit the operations of the Employer and/or Customers.
- 6.2.7 Major Works will not normally have been the subject of pre-inspection by the Employer's Representative and therefore the Task Order may give only an indicative notification of the Works required.
- 6.2.8 Within 10 (ten) Business Days of the date stated in any Programme for undertaking Major Works provided under Paragraph 6.2.4 or, if no Programme has been provided within 10 (ten) Business Days of receiving an Task Order for Major Works, the Contractor shall inspect the Properties to which the Task Order relates. Where the Employer's Representative so requires in the Task Order this must be a joint inspection with the Employer.
- 6.2.9 Within 2 (two) Business Days of the date on which the inspections under Paragraph 6.2.8 are fully completed, the Contractor shall:
- prepare all Designs for the Major Works;
 - Prepare a Schedule of those Major Works in accordance with the Schedule of Rates and Pricing Document;
 - prepare a Budget for those Major Works in accordance with the Pricing Document; and
 - prepare a Programme for the Major Works in that Task Order (where applicable) in accordance with the provisional Programme.
- 6.2.10 The Contractor shall have sole responsibility for the design of the Major Works including any design prepared by or on behalf of the Employer. Any such design prepared by or on behalf of the Employer shall be deemed to be the Contractor's Design. When designing Major Works, the Contractor must, as far as practicable, consult with Customers, as required by the Employer, in order to ascertain each Customer's choices in relation to "Customer choice items".
- 6.2.11 Within 15 (fifteen) Business Days of the date of each Task Order for Major Works the Contractor shall provide the Design, Schedule, Budget and Programme to the Employer's Representative for approval.
- 6.2.12 If the Employer's Representative approves the Design, Schedule, Budget and Programme for that Task Order the Contractor shall undertake the Task Order for the Major Works in accordance with them.

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- 6.2.13 If the Employer's Representative requires changes to the Design, Schedule, Budget or Task Order Programme in order to give approval, the Contractor shall make such changes as the Employer Representative reasonably requires.
- 6.2.14 If the Employer's Representative indicates that they are not prepared to approve Design, Schedule, Budget or Programme or the Contractor is not prepared to make any changes to them required by the Employer's Representative, the Task Order for those Major Works shall lapse. The Contractor shall not be liable to the Employer for any failure to undertake those Major Works and the Contractor will not be entitled to any payment for the preparatory work for that Task Order.
- 6.2.15 The Contractor must not commence any Major Works until the Employer's Representative has accepted that the Design, Schedule, Budget and Programme complies with the Employer's requirements in accordance with this Contract.

6.3 Response Periods and Planned Completion Dates

- 6.3.1 The Employer's IT System will generate a Response Period for each Task Order for Responsive Maintenance or Void Property Works in accordance with this Paragraph 6.3 based on the priority of that Task Order determined by or on behalf of the Employer's Representative in accordance with Paragraphs 6.3.2 and 6.3.3.
- 6.3.2 The Response Periods are as set out below. The categorisation of Responsive Maintenance and Void Property Works for the purpose of Response Periods will be as set out in the Task Order based on the Schedule of Rates assigned priority for that type of Responsive Maintenance or Void Property Works. This may be adjusted by the Employer's Representative before the issue of the Task Order to the Contractor due to:
- issues such as the vulnerability of the Customer;
 - the nature of the Works;
 - the volume of Task Orders being issued at the time; or
 - any other circumstances the Employer's Representative deems relevant.

Work Reference	Repair Type	Response Time
Responsive Repairs	Emergency in hours and out of hours	Attend within 4 hours and make safe, and resolve completely within 24 hours.
Responsive Repairs	Urgent	Within 3 days
Responsive Repairs	Routine	20 working days.
Voids	Standard	28 calendar days.
Large Repairs or Component Replacement	All	60 calendar days or as described by the Client in their Order.
Disabled Adaptation	Major	Client defined based on scope maximum 15 working days.
Scaffold/ Access	All	24 hours.

- 6.3.3 The Employer's Representative will make reasonable efforts to determine the priority of the Task Order for Responsive Maintenance or Void Property Works or the type of Major Works so as to avoid excessive demands on the Contractor's Personnel capacity (but the Contractor has no rights against the Employer as a

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result of this Paragraph). In certain circumstances (e.g. adverse weather conditions) there may be a heavy and sustained demand for Emergency Works.

6.4 Emergency Works

6.4.1 Works are to have an emergency priority where they are required to resolve a situation:

- that is actually or potentially dangerous;
- that poses a serious risk to the health and safety of any persons or to the structural stability of any Property; or
- where immediate action will prevent serious damage to a Property.

6.4.2 The following items are to be categorised as Emergency Works:

- the loss of all or part of the Property's supply of electricity, water or gas;
- the loss of the Property's entire heating provision in cold weather or where the Customer or a family member is elderly, has a disability or chronic sickness, or has a child under 5 (five);
- the loss of the Property's hot water facilities where the Customer or a member of their family's health necessitates regular bathing;
- all serious plumbing or gas leaks where the fabric of the Property is in danger of damage;
- serious roof leaks and other major structural failures;
- the need to secure the Property following an incident of harassment, fire, domestic violence, anti-social behaviour, police activity, or if the Property becomes void;
- a blockage to the sole WC in the Property; and
- any other circumstances which are an emergency because of the Customer's or their family's circumstances (e.g. new-born baby, person with a disability).

6.4.3 The Contractor must check all gas leaks/major electrical faults with the appropriate Utility Provider rather than dealing with them as Emergency Works.

6.4.4 The following are not Emergency Works (unless any of the factors in Paragraph 6.4.2 apply):

- a toilet not flushing;
- a blocked sink, bath, shower or basin;
- no hot water (other than where the Customer's health necessitates regular bathing);
- no heating between 1 May and 31 October;
- taps which cannot be turned off fully;
- a roof leak that has been temporarily repaired;
- a door-entry system or TV aerial requiring minor repair;
- minor leaks and blockages;
- a broken bath, basin or toilet;
- broken sockets or light fittings;
- glazing;
- replacing emergency boarding; and
- minor joinery repairs.

6.4.5 Within 15 (fifteen) minutes of receiving a Task Order for Emergency Works (including Out of Hours Emergency Works) the Contractor must make a 'triage' telephone call to the Customer to:

- advise of the expected time of arrival;
- ascertain the exact nature of the Works; and
- advise the Customer on any health and safety implications.

6.5 Variations and extensions to Response Periods and Completion Dates

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- 6.5.1 If the Contractor considers that the volume or nature of the Works or any other circumstances covered by Clauses 4.21 to 4.25 of the Additional Contract Conditions will require an extension to the Response Period for any Task Order (other than an Task Order for Emergency Works) or to the Planned Completion Date for Major Works and Voids the Contractor must notify the Employer's Representative within 2 (two) Business Days of the issue of the Task Order, giving full details and the justification for the extension being requested. The Contractor must provide photographic evidence to the Employer's Representative to explain the need for the extension.
- 6.5.2 The Employer's Representative will decide whether to grant an extension to the Response Period for any Task Order for Responsive Maintenance or Void Property Works or to a Planned Completion Date for Major Works to any Property in response to a request under Paragraph 6.5.1 and such decision will be final. Except where Clauses 4.21 to 4.25 of the Additional Contract Conditions apply, such an extension will be considered only in exceptional cases.
- 6.5.3 When a Variation to a Task Order has been approved by telephone, the Contractor must immediately seek written confirmation of that Variation from the Employer's Representative.

6.6 Local Authority Requirements

- 6.6.1 Minimum standards are set out in the Housing (Standards for Rented Houses) Regulations 2019. The regulations specify requirements in relation to a range of matters such as structural repair, presence of damp and rot, sanitary facilities, heating, ventilation, light and safety of gas and electrical supply. Full details are available on the Department of the Housing Planning, Community & Local Government's website. These standards apply to all properties that are let or available for letting. Respond require the repairs contractor to complete repairs within the selected response time in order the Respond can update the relevant Local Authority that the repairs are complete. Respond will require the contractor to response to Respond with the timeline to complete the repairs, update them on any lead time on parts. On completion the contractor is to take and forward pre and post photos to Respond.

7 PERMITTED WORKING HOURS, APPOINTMENTS AND ACCESS

7.1 Contractor's Permitted Working Hours

- 7.1.1 The Contractor's Permitted Working Hours on Working Days in relation to Properties are tabled below. Subject to Paragraph 7.1.2, the Contractor must not carry out any Works outside the Contractor's Permitted Working Hours for the type of Property set out in the table.

The Contractor may not undertake Works to dwellings outside the hours indicated below:		
Responsive Maintenance	Monday to Friday	<i>08.00am hours to 18.00pm hours</i>
	Saturday	<i>By exception and agreement with Respond only</i>
Void Property Works	Monday to Friday	<i>08.00am hours to 18.00pm hours</i>
	Saturday	<i>08.00am hours to 12.30pm hours</i>
Only non-intrusive Works are to be carried out after:		<i>17.00pm Monday to Friday and on Saturdays</i>

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- 7.1.2 Works to Occupied Properties may be carried out outside the Contractor's Permitted Working Hours only with the specific approval of both the Employer's Representative and the Customer.
- 7.1.3 Only non-intrusive Works may be undertaken after the time specified in the table above.
- 7.1.4 The Contractor must be sensitive to religious and cultural events. The Contractor must respect the wishes of any Customer not to have Works carried out on particular days, other than Emergency Works threatening the structural stability of the Property or the health and safety of the Customer other occupiers or the public.

7.2 Out of Hours Emergency Works

- 7.2.1 Requests for Out of Hours Emergency Works will be received by the Employer's Call Handling facility.
- 7.2.2 The Normal Working Hours (being the hours outside of which Task Orders for Emergency Works issued will be Task Orders for Out of Hours Emergency Works) are 5:30pm to 8:30am Monday to Thursday and 4:30pm Friday to 8:30am Monday.
- 7.2.3 If the Customer is not contactable by telephone in accordance with Paragraph 6.4.5, the Contractor must keep the Employer's Call Handling facility fully informed of their Contractor's Personnel member's expected arrival time at the Property and any other relevant information.
- 7.2.4 The Contractor must attend a Task Order for Out of Hours Emergency Works within the 4 hour Response Period indicated in Paragraph 6.3.1.
- 7.2.5 On such attendance the Contractor may either "make safe" or, where possible, effect a complete repair.
- 7.2.6 No later than 09.00am on the next Business Day the Contractor must report all "follow up" work necessary to the Employer's Representative to enable a Task Order to be issued for that Work.

7.3 Appointments

- 7.3.1 Appointments must be made for all initial and subsequent visits to undertake Responsive Maintenance Task Orders except Task Orders:
 - for Out of Hours Emergency Works;
 - for Works with an emergency priority; and
 - for Works to unoccupied spaces, fences etc, unless entry to or access for the Works is required via the Property.
- 7.3.2 Appointments with Customers for access to their Properties to inspect and/or to carry out the Works are to be made by the Contractor, the Contractor is to make contact with the Customer within 24 hours of receiving the Task Order to make the appointment.
- 7.3.3 Where a Customer wishes the Works to be undertaken outside the Response Period the Contractor must contact the Employer's Representative to request an extension to the Response Period.
- 7.3.4 The Contractor is to provide individual am or pm appointment slots. Workload planning by the Contractor will drive the appointment process and the number of slots required to be provided. The Contractor must at all times make available sufficient slots and Contractor's Personnel with the appropriate trade experience,

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qualifications and certification to ensure that all Works Ordered can be carried out and completed within their Response Periods.

- 7.3.5 Having undertaken the initial appointment, the Contractor must promptly and within 1 (one) Business Day of the appointment:
- confirm any subsequent appointment in writing to the Customer and the Employer; and
 - update the Employer's IT System or the Contractor's IT System (as applicable) to show:
 - that appointment; and
 - the fact that the "appointment slot" for that appointment is no longer available.
- 7.3.6 Task Orders not requiring an appointment under Paragraph 7.3.1 are to be undertaken without an appointment and the Contractor must complete those Works within their Response Period.

7.4 Void Property Works – Contractor's responsibilities

- 7.4.1 Immediately upon receipt of a Task Order for Void Property Works, or as soon as the Contractor becomes aware of the forthcoming Void (if earlier), the Contractor must make arrangements with the Employer's Representative to visit and collect the keys to the Property from the Clients Property Surveyor in order to gain access.
- 7.4.2 The Contractor must retain such keys and bear sole responsibility for their safe keeping until their return to the Employer after completion of the Works.
- 7.4.3 The Response Period for Void Property Works will commence from the earlier of the issue of the Task Order and the collection of the keys.

7.5 Attendance

- 7.5.1 Neither the Employer nor the Contractor nor any of their Contractor's Personnel, Subcontractors or Suppliers has any right of access to a Property without the Customer's permission. This includes carrying out Works to the boundaries or grounds of a Property.
- 7.5.2 Other than in relation to Emergency Works, the Contractor must contact the Customer 24 (twenty four) hours before an appointment or before commencing the Works. This contact must be by phone or text messaging to confirm the appointment time slot or commencement of the Works.
- 7.5.3 The Contractor must:
- ensure that Contractor's Personnel attend all appointments on time;
 - contact the Customer immediately if the attendance of Contractor's Personnel at any appointment will be delayed; and
 - explain to the Customer the reason for the delay.
- 7.5.4 Where an appointment must be cancelled, the Contractor must:
- immediately seek the approval of both the Customer and the Employer's Representative to change the appointment, explaining the reason for the need to change the appointment to both the Customer and the Employer's Representative;
 - update the Employer's IT System and/or the Contractor's IT System (as applicable) with details of the revised appointment.
- 7.5.5 The Contractor must use passwords, Braille cards and minicom systems (as appropriate) in assisting with access arrangements with elderly or visually or aurally impaired Customers.

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- 7.5.6 The Contractor must also contact the Customer on the day of the appointment by phone or text message to confirm the anticipated time of arrival of the Contractor's Personnel at the Customer's Property.

7.6 No access procedure

- 7.6.1 If the Contractor is unable to gain access to carry out Emergency Works (including Out of Hours Emergency Works), the Contractor must notify:
- the Employer's Representative, immediately if this is during Normal Working Hours or, in the case of Out of Hours Emergency Works before 09.00 on the next Business Day;
 - the Employer's Call Handling facility; and
 - for Out of Hours Emergency Works which the Contractor considers need to be carried out urgently, such person (if any) as the Employer has notified to the Contractor as the person to contact where it is necessary to escalate an urgent "no access" situation.
- 7.6.2 If the Contractor's Personnel cannot gain access to the Property on the initial visit, the Contractor's Personnel member must leave a card requesting the Customer to contact the Contractor to arrange an alternative time for the Works. Where Paragraph 2.3.1 [*Remote Mobile Working*] applies, the Contractor must record this via a timed photograph and GPS location stamp.
- 7.6.3 If the Customer does not respond to the Contractor, the Contractor must wait for the period of the time stated in the Part 2 of the Schedule to the Contract. The Contractor must then try and contact the Customer by visit, letter or telephone call. Following a further unsuccessful visit, the Contractor's Personnel must leave a further contact card. Where Paragraph 2.3.1 [*Remote Mobile Working*] applies, the Contractor must record this via a timed photograph and GPS location stamp.
- 7.6.4 If the Contractor is unsuccessful in contacting the Customer, the Contractor must wait for the further period stated in the Part 2 of the Schedule to the Contract and then inform the Employer's Representative.
- 7.6.5 The Contractor must notify the Employer's Representative if the Customer has failed to give access or to contact the Contractor to re-arrange an appointment by the end of the Response Period. Following notification from the Contractor, and subject to the Contractor having complied with Paragraphs 7.6.2 to 7.6.4 (inclusive), either:
- the Employer will make the access arrangements directly with the Customer; or
 - the Employer's Representative will cancel the Task Order.
- 7.6.6 As well as following the "no access card system", the Contractor must provide details of all access problems and abortive calls to the Employer in the Contractor's daily and weekly reports.

7.7 'Do not visit alone' policy

- 7.7.1 The Employer will give advance notice to the Contractor where a 'Do Not Visit Alone' policy is operated by the Employer in relation to a particular Property.
- 7.7.2 Where a notice has been given under Paragraph 7.7.1, the Contractor's Personnel should be accompanied when attending any Property.

8 WORKING IN OCCUPIED AND UNOCCUPIED PROPERTIES

8.1 Contractor's responsibilities in relation to occupied Properties

- 8.1.1 The Contractor must give reasonable notice to the Customer and, where

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appropriate, adjacent occupiers of their intention to commence Works in or adjacent to Occupied Properties.

- 8.1.2 The Contractor must ensure that no Work starts or continues in any Property until all practicable steps have been taken to prevent danger to persons employed or living in the Property at the time. This includes danger from any:
- live electric cable or apparatus;
 - plumbing works;
 - exposed asbestos; or
 - any other hazard which is liable to be a source of danger.
- 8.1.3 Where the Property is occupied by elderly, frail or ill Customers or a Customer with a disability the Contractor must take due care and consideration for such person in the execution of the Works.
- 8.1.4 The Contractor must not enter any Property where no-one over age 18 is present and such circumstances shall be treated for the purposes of this Contract as a "no access" situation.
- 8.1.5 The Contractor must agree with the Employer in advance where because of the nature of the Works and/or the Customer's needs, the Customer cannot remain in occupation during the Works. This is to apply only in exceptional circumstances.

8.2 Contractor's obligations to protect and/or remove furniture

- 8.2.1 The Contractor must carefully move all furniture, fittings, apparatus, carpets, and the Customer's personal possessions as necessary for the Works. The Contractor must agree the condition of such items with the Customer before moving them and must notify the Employer's Representative of any failure to agree this.
- 8.2.2 The Contractor must cover all furniture, fittings, apparatus and carpets that are not moved with spot cloths and effectively protect them from dirt and splashes.
- 8.2.3 On completion of the Works, the Contractor must replace and refit all such furniture, fittings, apparatus and carpets in their original positions, to the Customer's satisfaction.
- 8.2.4 Under no circumstances must gas appliances or gas pipework be interfered with by Contractor's Personnel not on the RGII or Gas Safe Register. Any damage caused to gas appliances or pipes by the Contractor during the execution of the Works must be reported to the Employer's Representative immediately. The Contractor must reimburse the Employer for the costs of having such damage rectified.
- 8.2.5 The Contractor must make good any damage which may have been caused to any property of the Employer by Contractor's Personnel to the satisfaction of the Customer.
- 8.2.6 The Contractor must not remove any item from the Property except:
- rubbish or unused Materials accumulated or supplied as part of the carrying out of the Works; or
 - where the Task Order requires the Customer's or previous Customer's personal property to be removed and either stored or disposed of.
- 8.2.7 The Contractor must settle any claims for damage to any Customers' personal property directly with the Customer(s).

8.3 Access to adjoining properties

- 8.3.1 The Contractor must ensure that no Contractor's Personnel, Materials or Equipment

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(including scaffolding) trespass on any properties adjoining the Properties to which Works are undertaken.

- 8.3.2 If the execution of the Works requires Contractor's Personnel to enter onto any adjoining property, the Contractor must first obtain permission from the adjoining landowner.
- 8.3.3 The Contractor must inform the Employer's Representative if they are unable to obtain such permission and the Employer's Representative will endeavour to arrange access to the adjoining property (using the Party Wall Act if necessary).

8.4 Party walls

- 8.4.1 The Contractor must notify the Employer's Representative where access is required to an adjoining property to undertake the Works or where the Works are adjacent to roofs, chimneys, walls, fences or other party boundary situations and require either permission from the adjoining owner or the giving of notices under the Party Wall Act 1996.
- 8.4.2 Following a notification under Paragraph 8.4.1, the Employer's Representative will either:
 - Instruct the Contractor to proceed with the Works as originally ordered; or
 - temporarily cancel the Task Order (without charge) until the Employer has either:
 - obtained permission from the adjoining owner to carry out the Works; or
 - served a party wall notice on the adjoining owner and either obtained their consent to the Works being carried out or obtained a party wall award in relation to them.
- 8.4.3 If Instructed to proceed as originally ordered, the Contractor must complete the Works within the Response Period for the Task Order (as extended by the time the Contractor was waiting for the Instruction from the Employer's Representative). In such circumstances the Contractor is not to be liable for any resulting breach of the Land and Conveyancing Law Reform Act 2009.
- 8.4.4 Subject to Paragraph 8.4.3, the Contractor must at all times be mindful of and must ensure it does not place the Employer in breach of the Land and Conveyancing Law Reform Act 2009 and the obligations it imposes on the Employer towards owners of adjoining property when Works are undertaken on, over or adjacent to roofs, chimneys, walls, fences or similar party boundaries. In particular, the Contractor must comply with the terms of any permission given by the adjoining owner of any party wall or the terms of any party wall award when carrying out the Works.

8.5 Site accommodation and other temporary facilities

- 8.5.1 The Contractor must:
 - provide all necessary temporary buildings for Contractor's Personnel, keep them clean and tidy and remove them on completion of the Works;
 - provide all necessary temporary sanitary and washing facilities, keep them clean and tidy and remove them on completion of the Works; and
 - make all arrangements for the provision of any on-site accommodation or sanitary and washing facilities with the Employer and (where the Works are subject to the Safety, Health and Welfare to Work (Construction) Regulations) the Project Supervisor.
- 8.5.2 The Contractor must ensure that Contractor's Personnel do not use Customers' communal or personal sanitary facilities for the cleaning of tools or for personal sanitation by Contractor's Personnel.

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8.6 Environmental sustainability

- 8.6.1 The Contractor must use all reasonable endeavours to use working methods, Equipment, Materials and consumables that minimise environmental damage in the Works.
- 8.6.2 The Contractor must:
- promote the objectives of the Employer's Environmental Policy; and
 - support and assist the Employer in achieving those objectives.
- 8.6.3 The Contractor must provide the Employer with a copy of their Environmental Policy or Statement of Intent towards environmental issues. These must be compatible with the Employer's Environmental Policy objectives. The Contractor must be able to demonstrate, if required, that they operate in harmony and compliance with the Employer's Policy.

8.7 Nuisances

- 8.7.1 The Contractor must ensure all Works are carried out in a manner that causes the minimum inconvenience and nuisance from obstruction, dust, noise etc.
- 8.7.2 The Contractor must ensure that:
- any inconveniences and disturbances that are unavoidable are discussed fully in advance with the Customer and any other persons who are likely to be affected; and
 - all necessary precautions to be taken are agreed with them in advance.

8.8 Protection of existing and adjoining buildings and gardens

- 8.8.1 The Contractor must ensure that nothing is done that may injure the stability of the Property, or any other building, boundary wall, fence or railings.
- 8.8.2 The Contractor must ensure that no permanent damage is caused to lawns, flower beds, plants, trees or paving during the Works.
- 8.8.3 The Contractor must rectify any damage caused to the satisfaction of the Employer's Representative and, where applicable, the Customer.

8.9 Illegal parking and skips

- 8.9.1 The Contractor must ensure that its Contractor's Personnel do not illegally park any motor vehicle or motorcycle on any public or estate road or footpath, fire-paths, in any pre-allocated car parking space or on any grassed areas.
- 8.9.2 The Contractor must comply with all Regulatory Requirements concerning the deposit and use of builder's skips on the highway.
- 8.9.3 The Contractor must obtain the approval of the Employer's Representative before placing any skips on roads, paths, paving, car parking areas, garage forecourts or grassed areas maintained by the Employer.
- 8.9.4 The Contractor must ensure that any skip for which permission is given is placed and used strictly in accordance with any requirements specified by the Employer's Representative, particularly with reference to positioning and lighting requirements.

8.10 Removal of debris and rubbish

- 8.10.1 The Contractor must:
- at all times keep the Properties clean and tidy and free from all rubbish created

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in connection with the Works;

- provide all skips necessary for the removal of debris and rubbish;
- at the end of each Working Day and on completion of the Works, clear away and properly dispose of all dirt, rubbish and superfluous Materials etc.;
- keep the interior exterior and gardens of the Properties clean, tidy and in a safe condition at all times;
- keep all public and private roads, street and footpaths clean, clear and free from any damage arising in connection with the Works;
- ensure that no ballast, sand, rubbish, cement, oil or similar items are discharged into the road gullies; and
- ensure no debris or rubbish from any Works is dumped on any vacant land or cleared site other than at an authorised tip.

8.10.2 The Contractor must clean all rooms affected by the Works as necessary, including sweeping and scrubbing floors, and leave them clean and tidy to the satisfaction of the Employer's Representative.

8.10.3 If before starting the Works the Contractor finds excessive rubbish, debris etc requiring removal to enable the Works to be undertaken, the Contractor must:

- seek Instructions from the Employer's Representative; and
- comply with those Instructions.

8.11 Services and security at the end of each Working Day

8.11.1 The Contractor must ensure that at the end of every Working Day the Customer and/or other occupants of the Property being repaired have full facilities available to them for lighting, heating, power, drinking water and sanitation, together with washing and cooking facilities.

8.11.2 Where a Property is unoccupied on completion of the Works or at the end of each Working Day, the Contractor must secure that Property, ensuring all doors and windows are locked and any temporary door and window coverings are reinstated as necessary.

9 WORKMANSHIP AND MATERIALS

9.1 Standards of workmanship and Materials

9.1.1 The Contractor must ensure that all Materials used in the Works and all workmanship is in accordance with the Works Requirements – Technical Specification.

9.1.2 The Contractor must ensure that all Defects (including faulty workmanship or Materials of whatever nature) are rectified to the entire satisfaction of the Employer's Representative.

9.1.3 If the Contractor fails to remove or make good any defective or unsatisfactory Work within the period within which the Employer's Representative Instructs the Contractor to do so:

- the Employer's Representative may Instruct the Contractor not to complete the Task Order;
- the Employer's Representative may arrange for the Task Order to be completed and/or the unsatisfactory works to be made good by another contractor; and
- the Employer may recover any costs incurred in doing so (beyond the amount that would have been paid to the Contractor for such Works) including the Employers administration costs from the Contractor.

9.2 Materials and Contractor's Personnel

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- 9.2.1 The Contractor must:
- provide all Materials, Equipment, Contractor's Personnel and all other items required for the Works; and
 - maintain adequate stocks of Materials, sufficient Equipment and sufficient Contractor's Personnel of all trades to meet the requirements of the Works.
- 9.2.2 The Contractor must ensure that their van loads:
- include sufficient and appropriate stock to enable most repairs to be carried out and completed at the first visit;
 - are periodically reviewed and updated in the light of Task Orders issued;
 - include appropriate personal protective equipment in accordance with Health and Safety Law; and
 - include equipment/dust sheets and the like to maintain and leave the Property clean and tidy.
- 9.2.3 The Contractor must ensure that all necessary Equipment, Materials and Contractor's Personnel are available to undertake the Works at the arranged time.
- 9.2.4 Deliveries of Materials must be arranged so as not interfere with the Customer or the occupiers of adjacent Properties.
- 9.2.5 The Contractor must make arrangements for the storage of Materials on site with the Employer and (where the Works are subject to the Safety, Health and Welfare to Work (Construction) Regulations) the Project Supervisor. All areas used for storage must be reinstated to the Employer's Representative's approval.

9.3 **Condemned Materials**

- 9.3.1 The Employer's Representative may direct the removal of any Materials brought onto any Property which the Employer's Representative determines are of inferior quality or have not been approved to be used in the Works.
- 9.3.2 If the Contractor fails to remove such Materials within 24 hours or such longer period as the Employer's Representative allows:
- the Employer's Representative may arrange for them to be taken away or otherwise dealt with as rubbish without any payment or compensation to the Contractor; and
 - the Employer may recover the costs of disposing of those Materials from the Contractor.
- 9.3.3 Decisions of the Employer's Representative on the suitability of Materials are to be final.

9.4 **Opening up and inspection of Works**

- 9.4.1 The Employer's Representative may require the opening up for inspection of any completed or part-completed Works at any time.
- 9.4.2 On request from the Employer's Representative the Contractor will open up such Works and will notify the Employer's Representative when the opened up Works are ready for inspection.
- 9.4.3 If the Works are satisfactory and in accordance with this Contract, the Contractor will be paid for the opening up and making good at the Rates contained in the Schedule of Rates (as adjusted by the Contractor's tendered Rates).
- 9.4.4 If the Works or Materials are not in accordance with this Contract, all costs incurred in replacing the unsatisfactory Work, including all costs of "opening up" and "inspection," are to be borne by the Contractor.

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- 9.4.5 The Employer's Representative may require any Materials or completed Work to be tested by an independent body. The Contractor will be responsible for arranging for such tests.
- 9.4.6 If the Materials and workmanship are in accordance with this Contract, the Contractor will be reimbursed for its reasonable costs of such tests.
- 9.4.7 If the tests show that the Materials are or workmanship is not in accordance with this Contract, the Contractor must bear all costs incurred in connection with the tests and replacing the unsatisfactory Materials or Works.

9.5 'Shadowing' the Contractor

The Employer and/or the Employer's Representative may, at any time and in respect of any Works, 'shadow' the Contractor. This may entail a surprise visit to accompany the Contractor's Personnel to a Property or to meet them on site and observe the Works being undertaken.

10 VOID PROPERTY WORKS

10.1 Void pre-inspections

- 10.1.1 The Employer's Representative may issue a Task Order for the Contractor to undertake a Void Property Inspection on the Employer's Representative's behalf. The Employer's Representative will provide the Contractor with as much notice as reasonably practicable of an intention to issue a Task Order for a Void Property Inspection.
- 10.1.2 Void Property Inspections are to be undertaken by the Contractor to the following Specification:
- collect the keys;
 - take meter readings (if not already done by the Employer's Housing Officer);
 - change the lock barrels to the front and rear doors;
 - take digital photographs of failed components, previous Customer's contents, Customer damage etc.;
 - inspect the Property against the Employer's Voids Lettable Standard and schedule the Works require to bring the Property up to that standard;
 - where the Task Order so requires, arrange for the Employer's gas servicing contractor to undertake the landlord's gas safety check and provide the DoC;
 - where the Task Order so requires, arrange for an electrical test to BS 7671 or equivalent to be undertaken; and
 - forward the Schedule of Works and digital photographs to the Employer by email.
- 10.1.3 On a Void Property Inspection, the Contractor must categorise the Void Property Works as set out in Part 2 of the Schedule to the Contract. Those Works comprise:
- the landlord's gas safety check;
 - the electrical test;
 - BER assessment;
 - lock change;
 - clean to the Employer's Voids Lettable Standard;
 - the Works required to bring the Property up to the Employer's Voids Lettable Standard; and
 - any other Works the Task Order indicates are required.

10.2 Void Property Works

- 10.2.1 Void Property Works will be as specified in the Task Order and may comprise any of

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the following:

- a joint pre-inspection of Void Property with the Employer to;
 - establish the scope of Works required to achieve the Employer's Voids Lettable Standard; and
 - schedule and digitally record these Works;
- lock changes (which may include suiting for sheltered or supported schemes);
- the provision of security screens and alarm systems;
- clearance of the previous Customer's contents from the Property, including the roof-space, garden and any associated garages (including the disposal as confidential waste in a safe and secure manner of any letters, documents or other documents that may concern Personal Data);
- initial cleaning of the Property (which may be exceptionally dirty, subject to environmental hazards and/or require pest control);
- all Works necessary to bring the Property up to the Employer's Voids Lettable Standard;
- undertaking or (as applicable) arranging for the Employer's electrical servicing contractor to undertake the change of tenancy electrical test to BS 7671 or equivalent, schedule all electrical Works needed and undertake those Works including rewires and certification;
- undertaking the Landlord's gas safety check and providing the DoC or (as applicable) arranging for the Employer's gas servicing contractor to undertake the Landlord's gas safety check and provide the DoC;
- either (where the Contractor is an Asbestos Licensed Contractor) undertaking or arranging for the Employer's Asbestos Licensed Contractor to deal with any asbestos in the Property;
- preparation of the Void Property for subsequent redecoration by the new Customer;
- undertaking fire insurance works;
- undertaking the incoming Customer's "Tenants choice" option works by an appointment with the new Customer;
- assisting in the reletting process by accompanying prospective Customer visits etc.;
- providing 24-hour emergency call out cover to the Void or prospective Void Property;
- a final pre-occupation clean of the Property before handover, including grass cutting and garden tidying; and
- updating the Employer's attribute, stock condition, and energy rating databases following completion of the Works to each Void Property.

10.3 Contractor's responsibility for electric testing and gas servicing

- 10.3.1 The Contractor is responsible for ensuring the gas is capped in voids before work commences and providing evidence of this to the Employer.
- 10.3.2 The electrical test to NSAI National Rules for Electrical Installations I.S. 10101:2020 or equivalent is to be undertaken by the Contractor.
- 10.3.3 The Contractor must ensure electrical tests are undertaken within one working day after receipt of the Task Order for the electrical test for all categories of Void Property Works.
- 10.3.4 On completion of each of the landlord's gas safety check and electrical test the Contractor must immediately inform the Employer's Representative of any remedial Works that are necessary. The Employer's Representative may vary the Task Order to include those Works in which case the Response Period will be varied if the categorisation of the Void Property Works changes as a result of the increased Works.

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11 UTILITIES

11.1 Contractor responsibilities for utility services

- 11.1.1 The Contractor is responsible for locating, protecting and maintaining all services (drainage, gas, water, electricity, telephone, TV aerials, satellite dishes, cable and broadband etc.,) to the Property both above and below ground, or within the structure of the Property.
- 11.1.2 The Contractor must obtain the approval of both the Utility Provider and the Employer to any diversion or temporary disconnection or of any of the existing services.
- 11.1.3 Where it is necessary to relocate any service on a permanent basis, the Contractor must discuss this with the Employer's Representative, the Customer affected and seek their views about where the service is to be located. The Employer's Representative's decision on the location of any diverted service will be final.

11.2 Lighting and power - Contractor's Responsibilities

- 11.2.1 The Contractor must:
 - provide all artificial lighting and power for the Works;
 - provide all temporary connections, leads, fittings, etc.; and
 - clear away and make good all temporary facilities on completion of the Works.
- 11.2.2 The Contractor must obtain the Customer's permission before using the electricity supply in an Occupied Property. If the Customer so requires, the Contractor must reimburse all charges for consumption of electricity direct to the Customer. In these circumstances the Contractor must take meter readings before and after the Works and agree them with the Customer.
- 11.2.3 The Contractor must obtain the Employer's Representative's permission before using electricity supply from public or communal areas or from any Void Property. If the Employer's Representative requires, the Contractor must reimburse all charges for the consumption of electricity to the Employer. In these circumstances the Contractor must take meter readings before and after the Works and agree them with the Employer's Representative.
- 11.2.4 For Works where large amounts of power are needed, or where the Customer refuses access to their domestic supply, the Contractor must provide a generator.
- 11.2.5 All electricity must be at 110 volt supply, and the Contractor must use step-down transformers from 240 volt to 110 volt if obtained from a domestic or communal supply point.
- 11.2.6 The Contractor must ensure that all temporary electrical work complies with NSAI National Rules for Electrical Installations I.S. 10101:2020 or equivalent current at the time of the Works, (as applicable to temporary electrical installations and installations on construction sites) the relevant Code of Practice and all requirements of the Utility Provider.

11.3 Water supply - Contractor's Responsibilities

- 11.3.1 The Contractor must provide clean, fresh water for use on the Works where required.
- 11.3.2 The Contractor provide all temporary runs, storage cisterns, plumbing connections and the like.

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- 11.3.3 The Contractor must obtain the Customer's permission before using the water supply from an Occupied Property. If the Customer so requires, the Contractor must reimburse the Customer any costs for the consumption of water. In these circumstances, where water is metered, the Contractor must take meter readings both before and after the Works and agree them with the Customer.
- 11.3.4 The Contractor must obtain the Employer's Representative's permission before using the water supply from public or communal areas or in a Void Property. If the Employer's Representative so requires, the Contractor must reimburse the Employer any costs for the consumption of water. In these circumstances, where water is metered, the Contractor must take meter readings both before and after the Works and agree them with the Employer's Representative.

12 ORDER COMPLETIONS

12.1 Contractor's own post inspections

- 12.1.1 The Contractor must take photographic evidence of the completion of the Works included in each Task Order.

The Contractor must carry out the proportion of Contractor post inspections of Task Orders indicated in the table below. Each such inspection must be a physical inspection and check by a supervisor who is suitably qualified and experienced in the type(s) of Works being inspected.

Types of Works	Percentage of orders where a post inspection is required	Post inspection is to be joint
Responsive Maintenance	<i>TBC</i>	<i>No</i>
Void Property Works	<i>100 %</i>	<i>Yes</i>
Major/Planned Works	<i>100 %</i>	<i>Yes</i>

- 12.1.2 The Contractor must:
- maintain a record of all post inspections; and
 - provide the results of the Contractor's post inspections to the Employer's Representative.
- 12.1.3 If the Contractor fails to provide details of the Contractor's post inspection for any Property to the Employer or the details disclose that the check has not been undertaken in accordance with this Contract, the Employer may carry out its own post inspection and recover the cost of doing so from the Contractor.
- 12.1.4 At the end of each week the Contractor must provide the Employer's Representative with a list of those Task Orders in relation to which the Contractor has undertaken post inspections, together with a copy of the completed post-inspection report for each of those Task Orders.

12.2 Notification of Task Order Completions – Responsive Maintenance, Void Property Works & Major Works

- 12.2.1 The Contractor must notify the Employer's Representative by direct computer link of the Task Order Completion Date of each Task Order for Responsive Maintenance or Out of Hours Emergency Works within one business day of the Task Order being completed.
- 12.2.2 The Contractor must notify the Employer's Representative by direct computer link

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by the period stated in the table below before the completion of each Task Order for Void Property Works.

Voids	[5] Working Days* before completion of the Works
Major Works	[5] Working Days* before completion of the Works

- 12.2.3 Where a joint inspection of Void Property Works is required, the Contractor must not return the keys to any Void Property to the Employer until after a satisfactory inspection with the Employer's Representative following completion of the Works.
- 12.2.4 In addition to the notification under Paragraph 12.2.2 the Contractor must notify the Employer's Representative 48 hours in advance of the completion of each Task Order for Void Property Works or Major Works to enable the Employer's Representative to arrange a joint pre-completion or joint post completion inspection with the Contractor.
- 12.2.5 The keys to a Void Property must not be returned to the Employer after Void Property Works on any day immediately preceding a bank or public holiday, nor during the Christmas period.
- 12.2.6 Within the Response Period for Void Property Works and subject to Paragraph 12.2.3 the Contractor must:
- return the keys to the Employer (following a satisfactory post inspection or joint post completion, where required by the Part 2 of the Schedule to the Contract); and
 - provide the relevant electrical test to NSAI National Rules for Electrical Installations I.S. 10101:2020 or equivalent and RGII DoC to the Employer (electronically where Paragraph 2.3.1 [*Remote Mobile Working*] applies).

12.3 Customer Satisfaction and Task Order Completion

- 12.3.1 On the completion of each Task Order and before Contractor's Personnel leave the Property, the Contractor must arrange for the Customer to provide an electronic Customer's signature confirming the Contractor's attendance at the Property and a real time computerised Customer satisfaction questionnaire.
- 12.3.2 The Contractor must provide or make available electronically in accordance with Paragraph 2.2.2 [*Linking the Employer's IT System and the Contractor's IT System*] all electronic Customer satisfaction data and Customer's signatures to the Employer's Representative no later than the next Business Day following the completion of each Task Order.

13 REPORTS

13.1 Contractor's Daily Reports

- 13.1.1 On each Business Day the Contractor must provide a daily report to the Employer's Representative.
- 13.1.2 The daily report will cover Task Orders attended to during the previous day (or days, if the previous day was not a Business Day) for the below as requested by the Employer's Representative:
- Emergency Works (comprising all Task Orders with an emergency priority and for Out of Hours Emergency Works);
 - all Responsive Maintenance and Out of Hours Responsive Maintenance Works.

WORKS REQUIREMENTS - PRELIMINARIES

- All Servicing Works; and
- All Void Works

13.1.3 The daily reports issued on Mondays or immediately after a day that is not a Business Day must include all Works undertaken since the last Business Day.

13.1.4 The Contractor must transmit all daily reports by e-mail or via the direct computer link (if operational), to be received by the Employer's Representative no later than 09.00 on each Business Day.

13.1.5 The daily reports must include the following details for each Task Order for Emergency Works or for all Task Orders for Responsive Maintenance, Void and Servicing Works:

- Task Order number;
- date of Task Order;
- address of Property;
- reported fault;
- priority;
- brief description of Works undertaken;
- Task Order completion status;
- any Variations (with reasons) and whether Self Authorised Variations or Approved Variations;
- Proof of Approved Variations, if applicable;
- any delays or anticipated delays (with reasons);
- appointment(s) made and kept;
- pre and post completion photos;
- missed appointments;
- access problems;
- abortive calls; and
- details of any further action or investigation required.

13.1.6 The daily report must provide the following details for each Task Order for Out of Hours Emergency Works:

- date and time call received;
- address of Property;
- Task Order number;
- brief description of Works undertaken;
- pre and post completion photos;
- time Works completed; and
- details of any further action or investigation required.

13.1.7 The format and content of the daily reports is subject to the approval of the Employer's Representative.

13.2 Contractor's Weekly Reports

13.2.1 The Contractor must provide a weekly report to the Employer's Representative. The weekly report must detail such of the following undertaken during the previous week as are requested by the Employer's Representative:

- Task Orders for Works that are not Emergency Works;
- post inspections; and
- recalls attended to.

13.2.2 The weekly report is to be issued on each Monday or on the first Business Day immediately after bank or public holidays where such days fall on a Monday. It must cover the previous week up to midnight on the day immediately preceding the issue of the report.

WORKS REQUIREMENTS - PRELIMINARIES

- 13.2.3 The Contractor must transmit all weekly reports by e-mail or via the direct computer link (if operational), to be received by the Employer's Representative no later than 09.00.
- 13.2.4 The weekly reports must include the following details for each Task Order that is not for Emergency Works:
- Task Order number;
 - date of Task Order;
 - address of Property;
 - reported fault;
 - priority;
 - last day of the Response Period;
 - brief description of Works undertaken;
 - Task Order completion status;
 - any Variations (with reasons) and whether Self Authorised Variations or Approved Variations;
 - Proof of Approved Variations;
 - any delays or anticipated delays (with reasons);
 - appointment(s) made and kept;
 - pre and post completion photos;
 - missed appointments;
 - access problems;
 - abortive calls; and
 - details of any further action or investigation required.
- 13.2.5 The weekly report must include the following details of each Contractor post inspection undertaken:
- original Task Order number;
 - date of original Task Order;
 - address of Property;
 - date of post inspection;
 - photos of post inspected works; and
 - result of post inspection.
- 13.2.6 The weekly report must include the following details about recall requests:
- Task Order number
 - date of Task Order;
 - address of Property;
 - date of visit(s) to undertake the Works;
 - brief description of defect or incompleteness found;
 - action or Works undertaken;
 - Task Order completion status;
 - any delays or anticipated delays (with reasons);
 - appointment(s) made and kept;
 - pre and post completion photos of recall Works;
 - missed appointments;
 - access problems;
 - abortive calls; and
 - details of any further action or investigation required.
- 13.2.7 The format and content of the weekly reports is subject to the approval of the Employer's Representative.

14 LIAISON

14.1 Progress meetings

- 14.1.1 The Employer's Representative may call any meeting the Employer's Representative deems necessary for the successful running of this Contract.

WORKS REQUIREMENTS - PRELIMINARIES

14.1.2 All progress meetings are to be chaired by the Employer's Representative. The Employer's Representative will be responsible for the production and circulation of the minutes.

14.1.3 The agenda for progress meetings is to be determined by the Employer's Representative.

14.2 Monthly review meetings

14.2.1 After the end of each month there will be a monthly review meeting to review the Contractor's performance over the previous month.

14.2.2 The Employer's Representative will arrange, chair and minute monthly review meetings.

14.2.3 The agenda for monthly review meetings will include:

- programme monitoring;
- progress of the Works and any delays;
- Task Orders outstanding beyond their Response Periods;
- any Valuation queries;
- number of Defects and recalls;
- Customer satisfaction;
- any complaints received from Customers;
- standards of Materials and workmanship achieved;
- financial status/Budget monitoring;
- recruitment, retention, promotion of Contractor's Personnel (and any updates to the list of Contractor's Personnel);
- equality and diversity;
- health and safety compliance;
- Customer care;
- the Contractor's work capacity and planning; and
- a review of the construction phase plan for any Works subject to the Safety, Health and Welfare to Work (Construction) Regulations; and
- the KPI performance information for the previous month.

14.3 Quarterly review meetings

14.3.1 After the end of each quarter there is to be a quarterly review meeting between the Employer, the Employer's Representative and the Contractor.

14.3.2 The Employer's Representative will arrange, chair and minute quarterly review meetings.

14.3.3 The purpose of quarterly review meetings is:

- to review the overall performance of this Contract;
- discuss and agree social value progress; and
- discuss items of continuous improvement of the delivery if the Works for the benefit of the Contractor, the Employer and Customers.

14.3.4 Quarterly review meetings may be held outside Normal Working Hours to enable Customers to attend.

14.3.5 Before each quarterly meeting review the Employer's Representative will produce tables of performance to assist the Employer and the Contractor in formulating potential ideas, policies and improvements.

14.4 Annual performance review

WORKS REQUIREMENTS - PRELIMINARIES

- 14.4.1 The Employer will carry out an annual performance review with the Contractor.
- 14.4.2 The annual performance review will comprise a review of KPI performance together with an assessment of the Contractor's overall performance in:
- completing Task Orders within their Response Periods;
 - maximising Customer satisfaction;
 - minimising the number of missed appointments;
 - minimising the number of recalls for incompleteness of Works;
 - maximising the quality of financial information;
 - maximising the quality of workmanship and Materials;
 - minimising the number of complaints;
 - providing Customer centred repairs arrangements accessible to all sections of the community; and
 - providing good practice in equality and diversity.

14.5 Contractor's responsibility to attend all meetings

- 14.5.1 The Contractor must ensure that the Contractor's Contract Manager and all other appropriate Contractor's Personnel involved in Contract management attend all meetings.
- 14.5.2 Where the Employer's Representative requires the attendance of any specific member of the Contractor's Personnel at any meeting, the Contractor must arrange for their attendance.
- 14.5.3 Where appropriate or where the Employer's Representative so requires, the Contractor must arrange that any Subcontractor or key Supplier or a specific member of their Contractor's Personnel attends a meeting.