

*High Park Grace Park Road,
Drumcondra Dublin 9*



Contractor Code of Practise

Schedule of Amendments for Revisions:

Revision no	Date:	Section	Content
2	21/01/2013	1	Table of contents added
	21/01/2013	All	Numbering altered to account for table of contents (section 5 is section 4 and so on)
	21/01/2013	2.7	New section added "Tenant/Respond! maintenance responsibilities"
	21/01/2013	5.1	The following was added to the requirements for submitted invoices: • A Breakdown of the costs differentiating between different parts and labour costs for the works. • The invoice must state that "VAT is to be accounted for by the principle contractor"
3	16/09/2013	Numerous	Document re-written to account for new IT system, procurement & payment protocols

1	Introduction:	4
2	Glossary of terms:	4
2.1	Maintenance Programme:	4
2.2	Maintenance Categories:	4
2.3	Maintenance Priority:	5
2.4	Technical Services Officer:	5
	Reactive Maintenance Reporting:	6
2.5	The Tenant/Occupant:	6
2.6	Unauthorised Works:	6
2.7	Tenant/Respond! maintenance responsibilities:	6
3	General Requirements:	6
3.1	General Product Standards	7
3.2	General Installation Standards:	7
3.3	Variations to the standards:	7
3.4	Priority of works	8
4	Procurement:	8
4.1	Active H:	8
4.2	Contractor Framework & Tendering of Works:	8
4.3	Construction:	9
5	Payment Procedure:	10
5.1	Invoices:	10
5.2	Relevant Contract Tax & Valued Added Tax:	10
5.3	Monthly Statements	10
5.4	Incorrect/Insufficient submissions:	11
6	Code of Conduct:	11
6.1	Professionalism and Behaviour:	12
6.2	Responsibility:	12
6.3	Service Delivery	13
7	Health and Safety:	13
8	Child Protection:	14
8.1	Respond! Housing Association Child Protection Policy:	14
8.2	Contractor requirements:	14

1 Introduction:

This document will be circulated to all contractors who wish to be part of the framework agreement which will enable them to carry out Maintenance Works for Respond!, as part of the prequalification procedures.

It sets out the general competence, standards and specifications that all Contractors should possess, and adhere to, in carrying out works on any property, estate or structure under the responsibility of Respond.

This document may alter over time due to legislative or internal policy changes following which the subsequent revisions of this document can be issued. If a revision is to occur, then the document will be circulated to the relevant contractors.

If there is a discrepancy between this document and the framework agreement, the framework agreement takes priority.

2 Glossary of terms:

2.1 Maintenance Programme:

This term refers to a particular element or quantity of maintenance works that are required. Each Maintenance Programme will be assigned an M number initially followed by

2.2 Maintenance Categories:

Each maintenance programme will be categorised as follows:

- **Cyclical,**
- **Planned,**
- **Reactive,**
- **Void,**
- **Insurance or**
- **Re-chargeable Repair**

2.2.1 Cyclical Maintenance/Repairs:

Cyclical Maintenance is maintenance that is required on a yearly or bi-yearly cycle. It would normally relate to the required servicing of products to ensure the products would have their expected lifespan and not deteriorate unexpectedly.

Examples of this would include the painting of timber windows or the servicing of Boilers

2.2.2 Planned/Component Replacement Maintenance/Repairs:

Planned Maintenance would generally be maintenance that requires the major repair or replacement of a particular product. These are foreseeable maintenance items and should be planned for accordingly.

Examples of this would be the replacement of (timber) windows or Boilers

2.2.3 Reactive Repairs:

Reactive Maintenance is un-planned or un-foreseeable maintenance items that are required to a particular building/product.

An example of this would be a minor leak within the heating system.

The tenant will have responsibilities for maintaining certain products/elements within the structure.

2.2.4 Void Maintenance/Repairs:

These are works required to vacant properties. Respond! has an internal "Fit to let Standard", which sets out criteria which must be complied with before a property is re-let. Contractors are expected to familiarise themselves with these standards. All void works will have a scope of works prepared by the TSO

2.2.5 Insurance works/Jobs:

There will be occasions where works are required to be carried out that will be covered under our insurance policy. A contractor will be expected to document appropriately and report on any insurance job they work on.

2.2.6 Rechargeable Repairs:

A Rechargeable Repair occurs, when a repair has arisen from damage, neglect or misuse of a dwelling or a dwelling component by the tenant, a visitor or a member of the household; fair wear and tear excepted. In this situation Respond! will recharge the tenant for the cost of the works. (refer also to section 2.7)

2.3 Maintenance Priority:

All reported reactive maintenance items are to be assigned a priority based on the severity of the reported issue. There are 3 categories:

- Emergency,
- Urgent
- Routine

This priority system will not be used for Planned or Cyclical maintenance. All planned/cyclical maintenance will have a "Routine" priority attached to it. Different priorities will require the works to be completed within a certain timeframe.

All maintenance programmes when reported to a contractor will have an expected completion date attached to them (all dates specified are calendar days)

2.3.1 Emergency Maintenance Works:

These are unforeseen repair works required to address an immediate risk to the security, health, safety or well-being of tenants, Public or the building fabric. It is a requirement that all Emergency Maintenance Programmes are to be carried out within 24 hours of them being reported.

2.3.2 Urgent Maintenance Works:

These are unforeseen repairs that are not an emergency but at the same time cannot wait to be dealt with as a routine repair. These repairs materially affect the comfort, convenience of the resident and may also develop into an Emergency Repair if they are not addressed.

It is a requirement that all Urgent Maintenance Programmes will be carried out within 3 days of them being reported.

2.3.3 Routine Maintenance Works:

All other repairs fall into this category. It is a requirement that all Reactive Maintenance Programmes will be carried out within 21 days of them being reported.

2.4 Technical Services Officer:

The Technical Services Officer (TSO) is the main point of contact for all contractors. All instructions, works orders or correspondence in relation to maintenance should only come from them. In their absence a designated person will be appointed to address maintenance issues.

In Exceptional circumstances instructions may be issued by the National-Coordinator Technical Services Officer, Regional Manager, National Production Manager and or Head of Property.

2.5 Reactive Maintenance Reporting:

The tenant/occupant will usually be the person reporting a maintenance issue. This will then be forwarded to the respective Technical Services Officer (TSO) who in turn will analyse the reported issue. The Technical Services Officer will then issue a works order to selected contractors (refer also to section 5). This will occur via an automated email system Active H. It should be noted that there is a schedule of rates in operation and costs for these works have been pre-determined and agreed.

2.6 The Tenant/Occupant:

The tenant will, in the majority of cases, have reported a Reactive Maintenance issue. The majority of tenants will not be of a technical background or education and the contractor will have to discuss the issue with them as per section 4.2 below, to ensure the cause of the issue was correctly reported.

The tenant does not have any power of instruction in relation to any maintenance works being carried out. If a contractor carries out work to a property/structure within the ownership of Respond! Housing Association, following an instruction from the tenant, this work will be deemed to be unauthorised works. If the contractor is advised of an issue on site by the tenant or he observes an issue requiring attention, he should contact the TSO first before carrying out the works.

2.7 Unauthorised Works:

Unauthorised works are works which are carried out without the expressed instruction or agreement with Respond Housing Association or it's Agents/Representatives. If unauthorised works are discovered, Respond! Housing Association will reserve the right in this situation, to instruct the contractor to re-instate the works to their original situation regardless of the intention behind or the standard of the works. Payment with regard to unauthorised works will be at the discretion of Respond.

2.8 Tenant/Respond! maintenance responsibilities:

As per our tenancy agreement with each resident, Respond! are not responsible for all maintenance items that occur within a property. Each tenant has a responsibility for some maintenance works. A copy of the booklet is attached to help clarify these items. This is obviously a template documents and there may be individual exceptions.

There may be exceptional circumstances where Respond! decide to carry out works which are not their responsibility due to a risk to the building/tenant, or due to hardship and clear instruction by the TSO will be issued to the contractor if this is the case.

If a contractor calls out to inspect an issue and notices that it would normally be the responsibility of the tenant to address the issue, he should contact the relevant TSO for confirmation. One such situation may occur if the source of the issue is different than what was originally reported. Failure to report this and the carrying out of the maintenance works, may deemed unauthorised works by the TSO (please refer to section 2.6 above) and dealt with as per the policy highlighted above.

3 General Requirements:

To carry out any works to a Respond property/structure, the contractor must comply with the standards and general requirements as set out below. A prequalification procedure will have

been undertaken to establish the competency of contractors, but all pre-qualified contractors are expected to continue to adhere to the requirements as set out below.

Demonstrated failure to satisfactorily comply with the terms and intent of this document may result in the immediate removal of a Contractor from the Framework Agreement, pre-qualified Contractor list and any of the Contractors nominated personnel where they exist.

The Contractor must provide a competent workforce to carry out the works. This includes all relevant training and certification as appropriate to each element of works being carried out. All nominated personnel must have relevant professional training or product specific manufacturer training if required to carry out the works as appropriate. Relevant training records and certificates must be maintained by the Contractor and may be subject to inspection by Respond! Housing Association and/or its agents.

Contractors who wish to be included on our pre-qualified list must have regular access to e-mail facilities and must have IT software that is compatible with Microsoft Office software in order to ensure the effective and efficient administration of any Maintenance Programs. All quotation requests, quotation approvals/appointments and instructions will be via an automated maintenance logging system.

3.1 General Product Standards

Given the nature of the majority of the works, the contractor will be responsible for the design and construction of the maintenance item/issue, and all responsibilities associated with that will apply. In general, all products used must be fit for purpose, and meet the required, Irish, British or equivalent standard. No product should have a detrimental impact on the structure, viability, quality or safety of the property.

The contractor should also comply with the relevant Building Regulations, Best Practise Standards/guidelines when designing or installing any components or works.

3.2 General Installation Standards:

The contractor may be the first technical professional to inspect/visit the property and as a result they are expected to carry out the following prior to the installation of any measure:

- The contractor should discuss the reported issue with the Tenant/Technical Services Officer
- the property must be assessed to ensure that it is suitable for the measure proposed
- the installation of said measure will not have any detrimental effect upon the integrity and condition of the building

The design of the measure/remedy must not compromise the quality of the living environment for the tenant and it is the duty of the contractor to ensure that this does not occur.

In all instances where the manufacturer or supplier issues a Good Practice Guides, Installation Guidance Notes or a Technical Guidance Document, the works must be installed in accordance with those guidance documents.

3.3 Variations to the standards:

The Contractor may propose alternative products or works to remedy a situation. In such circumstances the contractor is to contact the Technical Services Officer and agree or not the modification. He may be required to present technical data on the variation and following a review of this documentation the product may be accepted.

The contractor is to only carry out the agreed/specified works. If the contractor carries out works which were not specified/agreed then these works will be considered unauthorised works.

The Contractor must inform the Technical Services Officer of the relative costs and performance standards of their selected products and any limitations which might be relevant.

As appropriate to the specific measure being installed, the Contractor must be able to supply the Technical Services Officer with the relevant warranties and commitment of after sales service

3.4 Priority of works

Each maintenance item depending on its priority, will have a required timeframe attached for the completion of the works. If a contractor cannot meet this deadline, then the TSO is to be advised and another contractor may be appointed to carry out the works.

The contractor must advise the TSO when the works are completed by responding/replying to the works order email.

If a contractor fails to meet the deadline required this may have an affect on a performance review of the contractor and may lead to them being removed from the Framework.

It is the contractor's responsibility to confirm back to the TSO, when a job is completed, failure to do so will be taken that the job was not completed within the required timeframe. This in turn can affect the performance indicators for a contractor.

4 Procurement:

4.1 Active H:

Respond Housing Association use a digital recording system to schedule, record and monitor maintenance works. This system is called "Active H". All maintenance works will be uploaded and managed/run on this system and contractors will be required to familiarise themselves with the automated nature of the system.

4.2 Contractor Framework & Tendering of Works:

In order to meet its repair obligations and to effectively and efficiently implement its repair and maintenance service Respond! have established a framework of maintenance contractors who can promote the Association's commitment to providing a first class repairs and maintenance service. The period of operation for a framework agreement may vary and contractors are to refer to the specific agreement. The establishment of a Framework of contractors allows the Association to call on 'approved' or prequalified contractors for day to day repairs and approach them to tender planned and cyclical works without the requirement to advertise or establish competencies for each contract.

The admission of a contractor on to the framework is not a guarantee of any work.

There are a number of performance criteria that each contractor must adhere to and failure to do so may mean that the contractor is removed from the list. Respond! will continuously monitor and carry out checks on the different criteria to ensure contractors comply with the required standards/specifications and legislative requirements.

4.2.1 Reactive Repairs:

Each contractor, as part of the prequalification procedure for entering the framework agreement, will be required to price a schedule of rates for their respective "trade (s)". This will set an agreed price for the contractor to carry out works, for the specified period, for that element of works.

When reported, the TSO will analyse the reported issue and issue a "works order" for the works (via Active H) to the contractor (refer also to section 2.5). Each job has a required completion

date as set out in section 2.3. **The contractor must advise the TSO when the works are completed by responding/replying to the works order email (refer also to section 3.4).**

If there is no schedule of rate for a particular element of work, the contractor will be requested to provide a quotation for it to the TSO prior to the works progressing. Only after receipt and approval of this quotation are the works to proceed. With the exception of emergency works, works are only approved to proceed on receipt of the works order with attached PO number.

It is the sole responsibility of the Contractor to ensure that they comply with all relevant Health and Safety Legislation (refer also to section 7). It is also the Contractors responsibility to ensure that they have relevant and adequate insurances to carry out any works order issued to them.

4.2.2 Void, Cyclical and Planned/Component Replacement Maintenance Repairs:

All Void, Cyclical and Planned/Component Replacement works will be procured from contractors within the framework. In certain circumstances where specialist contractors are required and these contractors are not in the framework, Respond! will tender outside of the framework, but these contractors will have to pre-qualify.

The Tender process for procurement is as follows:

- A scope of works is prepared by TSO and issued to contractors for pricing in digital format
- Tenders are returned in the required format/breakdown within the specified time frame. All tenders are to be broken down and priced as per the documentation issued. Bulk prices will not be accepted.
- Contractors to provide the necessary Environment, Health and Safety documentation/information within the tenders.
- The successful contractor will be appointed and programme of works agreed.

There may be a reason to carry out emergency works to a void property, in this situation this will be dealt with in the same process as an Emergency Reactive Repair.

4.3 Construction:

Once works have commenced they are to be carried out in diligent manner. The Contractor is to advise the Technical Services Officer when the respective works were commenced and completed. As per section 3.4, the contractor is to advise the TSO when the works are completed and failure to do so may have an affect on their performance criteria.

It is the sole responsibility of the Contractor to ensure that they comply with all relevant Health and Safety Legislation (refer also to section 7)

4.3.1 Variations to the works

The Contractor is to advise the Technical Services Officer of any variations to the works and agree the cost variation before they are carried out. Works carried out, which were not previously approved, may be deemed to be unauthorised development. Extensive variations to the works may require an alternative contractor to be appointed to carry out these works. The variation may involve works outside the expertise of the contractor. In this situation payment for works previously carried out in regard to that Maintenance Job/Works will be honoured. If a variation occurs, a revised "Works Order" will be issued notifying/confirming the variation. The revised/varied "Works Order" will have the same number as the previously issued "Works Order".

4.3.2 Post construction reporting:

The Contractor is required to report on the works carried out and advise the TSO when the works have been completed (refer also to section 3.4). Depending on the particular

maintenance issue, the Technical Services Officer may require a formal report to be issued outlining where applicable:

- Confirmation of additional materials used in the works. (All additional material/labour are to be confirmed with the TSO prior to the work progressing).
- The cause of the maintenance issue
- Comments pertaining to any ongoing maintenance issues stemming from or as a result of the works carried out or the cause of the issue.

The contractor should also include the Invoice for the works at this stage

5 Payment Procedure:

When a contractor has been appointed to carry out works, they will be issued with a “works order number” which will also include a PO number. All correspondence with regard to a specific job/work should refer to the “works order” number.

5.1 Invoices

On completion of the works an Invoice should be sent to the relevant Technical Services Officer for approval. The Invoice will need to indicate

- The Works Order Number
- The PO Number
- Unit or dwelling Address
- Contractor’s Invoice number
- Brief description of works including parts installed/supplied
- A Breakdown of the costs differentiating between different parts and labour costs for the works.
- The invoice must state that “VAT is to be accounted for by the principle contractor”, if RCT is applicable

Once the invoice has been received the works may need to be inspected prior to processing, and the TSO will advise the contractor if this is the case.

Invoices that are sent directly to our finance department **cannot** be processed. This process can only begin once the TSO has approved/confirmed the works are complete. This can delay payment for any works carried out

We require the invoices to be submitted as soon as practical after the works have been completed, **not at the end of the month.**

5.2 Relevant Contract Tax & Valued Added Tax:

Respond (Support) Ltd have registered for VAT and RCT (Relevant Contract Tax) effective from the 12th September 2011. We are now deemed to be the Principal Contractor from a Revenue Administration point of view. Any “Repair” or “Construction” work carried out as defined by Revenue, are subject to Relevant Contract Tax.

If RCT applies, Invoices are required to be issued exclusive of VAT and Respond (Support) Ltd, as Principal Contractors, will be responsible for the payment of VAT to the Revenue Commissioners.

All invoices for Maintenance works are required to be invoiced to Respond Support Ltd.

5.3 Monthly Statements

A contractor is required to submit a monthly statement which will detail all the outstanding invoices due. Contractors should submit Monthly statements on a timely basis for reconciliation purposes, otherwise payment cannot be processed. They should be submitted as

close to the months end as possible. Assuming all the appropriate documentation is submitted on time the contractor should be paid within 21 days of the end of the month.

5.4 Incorrect/Insufficient submissions:

If there are any issues with the information submitted by a contractor, Respond will endeavour to contact them, but cannot guarantee that this will occur within a timeframe to facilitate payment for the works within the time periods specified above. If the contractor believes that there are issues or they have concerns about any invoices/statements then they should contact the relevant Technical Services Officer.

6 Code of Conduct:

Respond! expects all Contractors to behave professionally at all times. Performance checking, will be carried out by Respond! and this will not only establish the quality of physical works carried out under the Scheme but also the level of professionalism with which they were completed. This will monitor compliance with the codes of conduct for contractors and contractors are expected to continue to adhere to these standards.

Failure to satisfactorily comply with the terms and intent of this document may result in the immediate removal of a Contractor from the pre-qualified Contractor list.

6.1 Professionalism and Behaviour:

- Contractors must carry a form of photographic identification (Drivers Licence, Passport or professional registration cards). This must concur with the contact name provided by the Contractor when initially arranging the works or site visit.
- Contractors must maintain a professional appearance and attitude to the tenant or Respond Staff member at all times. When communicating with Tenants, Contractors should be polite, patient and informative
- The contractor will be expected to contact and organise appointments with Tenants for inspections and or the necessary works
- The contractor should adhere to, where practical, all agreed appointment dates. If an appointment is to be missed the contractor is to contact the occupant and advise them ASAP, and organise/agree an alternative date/time. If the missed appointment means that the works cannot be completed within the required timeframe then the contractor is to advise the Technical Services Officer, and a different contractor may be appointed to carry out the works
- Contractors may be required to deal with vulnerable homes, or homes prone to being taken advantage of. Contractors in such instances must ensure that their staff are trained to deal with vulnerable homes and be able to explain the terms of an offer clearly, the full implications of the works proposed and give appropriate information. If the contractor has specific Safety health or wellbeing concerns about the tenant or the property, the contractor is to report the same to the Technical Services Officer
- As the contractor may be the first technical professional to view the issue, the contractor is expected to select the most appropriate and optimum solution for the remedial works. Failure to do can be viewed as a breach of this document

6.2 Responsibility:

- Where specific works are required, which are outside the expertise or the pre-agreed scope of works of the contractor, they are to inform the Technical Services Officer of the same.
- The Contractor is to obtain any necessary approvals from the Technical Services Officer, where applicable for the works before installation.
- Any installation works shall only be carried out by a suitably qualified and competent employee. It is the contractors responsibility to ensure that all staff are suitably qualified, and failure to do would be considered a breach of this code of conduct. The sub-contracting of works is not permitted, unless there is specific prior agreement with Respond! Housing Association.
- The contractor is responsible to supply all necessary information for the update of the relevant Health and Safety File
- The contractor is to advise the Technical Services Officer when the works are completed.
- If the construction or installation of a product affects the Safety File or property for a property, the contractor is expected to submit suitable certificates, technical data or specifications for inclusion within the Safety File.

- It is also the Contractors responsibility to ensure that they have relevant and adequate insurances to carry out any works order issued to them. It is the responsibility of the contractor to advise Respond! of any change of name or change of business that occurs during the lifetime of the Framework Agreement.

The list above is non exhaustive and more complex issues will require more detailed reports. Processing of payment for any works cannot be progressed until this information is received.

6.3 Service Delivery

- All Contractors must make sure that their staff takes every reasonable precaution to protect the property on which they are working, and leave the property clean and tidy. All excess materials, packaging, dust and debris must be removed from the premises, and any adjacent premises affected by the works, by the Contractor.
- Where works are completed over a number of days, the property must be left in an appropriate condition, minimising the impact to the Tenant and surrounding properties and having regard to all Health and Safety and security Requirements.
- Contractors must make good, to the satisfaction of Respond! Housing Association, any accidental damage sustained by a property where this is a direct result of their work.
- Respond! Housing Association or it's agent will carry out random performance checks of any works carried to their stock. If works are not completed to the agreed standard, or in compliance with building legislation the contractor will be expected to return and remedy the issue
- If the works are not completed to the required standards and specification, the proposed remedy for this is to be submitted by the contractor and this will then be approved or not by the TSO. Works will only proceed after this approval is issued. Respond! will not bear the cost of any such remedial works or latent defects.

7 Health and Safety:

It is the sole responsibility of the Contractor to ensure that they comply with all relevant Health and Safety Legislation, Regulation and appropriate Guidelines and that their staff are appropriately trained to operate to these standards.

The Contractor, in certain circumstances, may be expected to carry out the role of "Designer" as well as the role of "Contractor" (as set out in Safety Health and Welfare at Works Regulations) for certain works, and the Contractor should be familiar with the respective duties. If the contractor is not satisfied that he can perform these role they are to advise Respond! Housing Association immediately and an appropriate consultant/contractor will be appointed. Each Contractor will be prequalified to ensure their competence to carry out the role of Designer, Contractor and PSCS and the pre-qualification questionnaire reflects this.

Contractors are expected to review the scope of works, review resources allocated and any additional risk control measures required. Contractors are expected to carry out Site Specific Risk Assessment and Method Statement as needed. Contractors are expected to prepare and keep suitable records of the same for future review by the TSO.

Contractor is to complete an On Site Risk Assessment (SSWP) for each job and implement risk control measures as required.

If a Contractor encounters an unforeseen hazard or other unexpected issue, he is to suspend the works, review the issue with the TSO, including the scope of works, the resources allocated/required and any additional risk control measures. The contractor would then carry

out another Site Specific Risk Assessment and On Site Risk Assessment (SSWP). Assuming it safe to do so, the works can then proceed.

The Contractor is to supply all required design risk assessments (as set out in Health and Safety Legislation) for the specified works they are pricing

8 Child Protection:

8.1 Respond! Housing Association Child Protection Policy:

Copies of the 'Respond! Child Protection Policy – Making Our Communities Safe for Children' are available from the organisation. As part of this policy Respond! Housing Association is concerned with ensuring that good practice with regard to child protection and welfare in relation to maintenance contractors is adhered to.

8.2 Contractor requirements:

In compliance with our policy all Contractors are therefore required to follow the following elements of good practice:

- 8.2.1 Contractors should ensure that their staff are never in a house or a room alone with children or vulnerable young people
- 8.2.2 If the contractors staff observe anything that might concern them regarding child protection or welfare they should communicate this to Respond! Housing Association.
- 8.2.3 A copy of Respond!'s Child Protection policy is attached for information and this should be reviewed by the Contractor.