

**REPAIRS AND MAINTENANCE POLICY**

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| --- | --- |
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**1. INTRODUCTION**

* 1. As a landlord, Ruchazie Housing Association has a statutory responsibility to ensure that our properties are well maintained. This policy serves to define the Association’s broad aims in relation to these repairs and maintenance services. It sets out a range of general principles that will guide the organisation of activities and the standards of service that shall be implemented.

**2. LEGAL AND REGUALTORY COMPLIANCE**

2.1 The legislative requirements include the need to comply with the range of health and safety duties imposed upon landlords; and various landlord responsibilities set out in the 2001 and 2010 Housing (Scotland) Acts in particular. Various contractual terms are imposed via relevant tenancy, occupancy and management agreements. The Association shall ensure all its practices accord with these terms and requirements.

2.2 The Scottish Social Housing Charter came into effect in April 2012 and this sets out the standards and outcomes that all Social landlords should aim to achieve when performing their housing activities:

Outcome 2: Communication

***Social landlords manage their business so that tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides.***

Outcome 4: Quality of housing

***Social landlords manage their business so that tenants’ homes, as a minimum, meet the Scottish Housing Quality Standard by April 2015 and continue to meet it thereafter, and when allocated, are always clean, tidy and in a good state of repair.***

Outcome 5:

*Repairs, maintenance and improvements Social landlords manage their* ***businesses so that tenants’ homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.***

Outcome 13: Value for money

***Social landlords manage all aspects of their business so that tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.***

The Scottish Housing Regulator has identified a number of key indicators relevant to housing maintenance by which it will measure landlord performance, including the following

* Continue to meet the Scottish Housing Quality Standard (SHQS)
* Meet the Energy Efficiency Standard for Social Housing (EESSH)
* Properties allocated are clean, today and in a good state of repair

2.3 We also have a number of supplementary policies in place to complement the Maintenance Policy and these include:

* Right to Repair Policy
* Adaptations Policy
* Gas Maintenance Policy
* Rechargeable Repairs Policy
* Void Management Policy

**3. OBJECTIVES**

The objectives of this policy are to achieve the following:

* Provide homes that offer a warm, comfortable and healthy living environment for occupants, and which remain in demand.
* Ensure that tenants receive an efficient, responsive high quality repairs service that is customer focused and ‘Right First Time’.
* To achieve value for money in procurement.
* Ensure effective systems are in place for monitoring and recording information about stock condition underpinning maintenance works and financial planning.
* Ensuring effective systems are in place to monitor performance in relation to maintenance and repairs activities and services by both staff and Management Committee.
* Enable adaptation work to be carried out in order to meet the individual needs of tenants
* Minimise void repairs
* Provide customers with performance information
* Ensure effective staff training is in place

**4. LANDLORD AND TENANT RESPONSIBILITIES**

4.1 The responsibility for a repair will be determined by the item needing repair, the circumstances creating the need for the repair and the repair obligations of the Association.

4.2 We will repair/replace fixtures/fittings for which we have a responsibility if found to be defective, in ways which achieve value for money, are cost effective and meet statutory obligations.

4.3 We provide an emergency out of hours’ service, which is available at weekends/public holidays/office closures. Tenants are provided withinformation on how to get emergency assistance out of hours via tenant’s handbook, newsletters and our website.

4.4 Section 5 of the Scottish Secure Tenancy sets out in some detail both Landlord and Tenant Repairs & Maintenance Rights & Responsibilities. Tenants should refer to their Tenancy Agreement in the first instance. See Appendix 1 for division of repairs responsibility.

**5. REACTIVE REPAIRS**

5.1 Reactive or day-to-day repairs are defined as those repairs which are carried out on an ad hoc basis as the need arises and which cannot be deferred for inclusion in planned maintenance programmes.

Reactive repairs are commonly classified as Emergency, Urgent, Routine, Void and Right to Repair. The Association will set targets for responding to each category of repair and will monitor and report on our performance in this respect.

5.2 **Emergency Repairs**

A repair will be classified as an emergency when it is dangerous to people or causes damage to property and if not carried out quickly could become dangerous to life or cause further damage to the property.

We will endeavour to respond within **4 hours from notification** of the repair to make safe or permanent repair to resolve the issue. Examples of emergency repairs include:

* Burst pipes
* No water supply
* Choked toilet (when only 1 toilet in property)
* Blocked flues
* No heating/hot water
* Unsafe electrical fittings
* Insecure Front Door

The Association provide an out of hours’ emergency service and details of how to access the service are provided in:

* Newsletters
* Answer phone message informing tenants who to contact in the event of an emergency.
* Tenant Handbook

5.3 **Urgent repairs**

Urgent repairs are repairs that do not necessarily pose a threat or risk to the property or well-being of the occupant, but would cause rapid deterioration if not attended to. In such cases, the Association’s Contractor will carry out the repair within 3 days of receiving notification of the repair. Examples of urgent repairs are:

* Partial loss of water supply
* Blocked sink, bath or basin
* Partial loss of electrical supply
* partial loss of electricity supply

5.4 **Routine Repairs**

Routine repairs include all other repairs that are the landlord’s responsibility and that cannot be delayed until a future maintenance programme is in place. Routine repairs will normally be completed within 10 working days. Examples of routine repairs are:

* Replacing tap washers
* Minor joinery repairs
* Minor internal plasterwork repairs

5.5 There may be circumstances, such as severe weather, in which the association may require to suspend our normal repairs service. If this occurs we will focus on attending to reported emergency repairs, such as severe weather.

5.6 A copy of the target timescales for each repair type is attached to this policy at Appendix 2.

**6.** **RIGHT TO REPAIR**

6.1 Tenants have a right to have small urgent repairs carried out within a given timescale. If we do not complete the work on time, tenants have the right to ask another contractor approved by us to carry out the work and may also be eligible for compensation. This is called the Tight to repair scheme. RHA have a separate policy on this matter.

A table detailing these “qualifying repairs” and the statutory timescale to fix them is given at Appendix 3.

6.2 Where a tenant requests an appointment for a qualifying repair that would take it over its statutory timescale this ceases to be classed as a right to repair and will be carried out within the routine timescale of 10 working days.

6.3 The Association acknowledges the particular requirement to advise tenants in writing annually of the provisions of the scheme and shall use its newsletter as the principal means of achieving this. Notwithstanding this, the Association shall make information about the scheme freely accessible and available to all tenants; and advise on an individual basis, whenever the provisions of the scheme apply. The Association shall maintain records which enable it to monitor and demonstrate compliance with the Right to Repair scheme.

6.4 Reference should be made to the Association’s Right to Repair Policy.

**7.** **VOID REPAIRS**

**7.1** The Association aims to let void properties on the date the property becomes void, or as quickly as possible thereafter, in order to minimise loss of rental income. In order to achieve this, the Association shall adopt a systematic approach to undertaking inspections and instructing necessary repair work, ideally when the current tenant is in-situ; to monitoring progress towards completion; and to passing properties fit for let. The Association shall have in place a void property standard. This will define, as far as practically possible, the nature and extent of repair work that will be carried out prior to a property being deemed as fit for let. This standard will be periodically reviewed in consultation with tenants to ensure it is fit for purpose and meets general expectations and best practice.

7.2 By exception, where work of a much more extensive nature is required, the completion period can be extended. Any property requiring only minor repair work can be passed as fit for let on the basis that the repair work shall be completed as soon as possible post tenancy commencement.

7.3 Notwithstanding the nature or extent of any repair work required, it is the Association’s policy to instruct a gas safety check on any property that has a gas heating system; and have this carried out before the new tenant moves in. Similarly, an electrical safety inspection will be carried out in all void properties along with a Joiners safety check. We may also provide an up to date energy performance certificate if required.

7.4 Reference should be made to the Association’s Void Management Policy.

**8.** **RECHARGEABLE REPAIRS**

8.1 The Scottish Secure Tenancy Agreement describes the tenants’ responsibilities in relation to rechargeable repairs. The Association shall carry out repair work for which it is responsible in accordance with tenancy or lease agreements Tenants will be held responsible for repairing damage caused wilfully or negligently by the tenant, anyone living with the tenant or an invited visitor to the house

8.2 Reference should be made to the Associations Rechargeable Repairs Policy.

**9. TENANT ENGAGEMENT**

9.1 The Association will regularly update tenants on policies and procedures and the outcomes of any satisfaction surveys we may carry out. This will include but not limited to the following:

|  |  |
| --- | --- |
| **Topic** | **Source** |
| How to report a repair | * Tenant Handbook * Newsletter * Website |
| Response times | * Tenant Handbook * Newsletter * Website |
| Emergency Numbers | * Tenant Handbook * Newsletter * Website |
| Charges for repairs | * Tenant Handbook * Tenancy Agreement |
| Amendments to any of above | * Tenant Handbook * Newsletter * Website |

9.2 In common with its range of services, the Association is committed to monitoring the experiences of tenants using the reactive repairs and other maintenance services. The Association shall use a range of means to obtain feedback from residents on their level of satisfaction with key aspects of these services. The Association shall investigate individual complaints or causes for dissatisfaction and use information obtained in identifying potential service improvements.

9.3 More generally the Association will aim to consult with tenants on key aspects of the Repairs and Maintenance Service, including service specification, policy direction and operational practices

**10. GAS SERVICING AND MAINTENANCE**

Gas Safety (Installation & Use) Regulations 1998

10.1 The Association recognises the critical importance of ensuring gas heating and hot water systems in its properties are in good safe working order. It shall meet all statutory duties in relation to gas safety management and associated health and safety legislation. In doing so it shall maintain effective administrative systems to ensure all gas systems in tenanted properties are subject to an annual service; the keeping of appropriate records; and the accurate monitoring of and reporting on progress of the servicing programme and related routine repair work.

10.2 In fulfilling its legal responsibilities, the Association shall pursue a clearly defined process in order to secure access to properties for the purpose of enabling servicing work to be carried out. Where necessary this shall include taking appropriate action to gain entry.

10.3 The Association will appoint independent Gas Safe Register approved contractors to carry out annually, on a sample basis, a quality assurance checks of the principal gas safety contractor’s work. The independent contractor will sample at least 5% of the services completed and the outcomes and any actions taken to progress any issues raised will be reported to the Association’s Management Team and the Board.

10.4 Reference should be made to the Association’s Gas Maintenance Policy.

**11. OTHER SERVICE ARRANGEMENTS**

The Association shall maintain appropriate servicing agreements in respect of water supply and drainage disposal arrangements for properties not connected to mains systems; alternative power and heating systems; and also for any other specialist equipment that it is responsible for maintaining, such as medical hoists.

**12. CYCLICAL MAINTENANCE**

12.1 These are works that are carried out on an arranged cycle. Types of work carried out on a cyclical maintenance basis include gutter cleaning, external painting and gas maintenance etc.

12.2 Owners will be consulted prior to any works being carried out and given the opportunity to take part in any works programmes to be undertaken.

12.3 As far as practically possible tenants will be given the opportunity to exercise choice in the specifications of products and works. The Association will respect the needs of all tenants and adopt flexible working practices that recognise their requirements.

**13. PLANNED MAINTENANCE**

13.1 The Association shall implement a robust and transparent system of planning and costing future maintenance work. This shall be based upon the recording of detailed, accurate and up to date stock information on its properties (internal and external) and their components and features.

13.2 All staff visiting our tenant’s homes shall be actively encouraged to feedback information about the condition of any properties they visit. The Association shall ensure that information on repair work carried out will be used to inform the system for planning future maintenance requirements.

13.3 The Association shall tender contracts for planned maintenance work in accordance with the provisions of its Procurement Policy.

13.4 Home owners within our housing stock will be offered the opportunity of benefiting from our planned maintenance works, with appropriate repayments arrangements agreed with the owner.

13.5 Decoration allowances can be paid to tenants where there has been disruption to décor as a result of any planned works to their home such as kitchen replacement, bathroom replacement, central heating replacement, or a rewire of electrical installations.

13.6 The following rates will apply

Bathroom £30 Bedroom £30

Kitchen £35 Hall and Stairs £50

Living Room £50 Hall only £30

13.7 For decoration allowances in relation to void properties please refer to our Void Management Policy.

**14. ADAPTATIONS**

**14.1** Ruchazie Housing Association shall support and assist the carrying out of works which will enable independent living and enhance the quality of life of tenants with particular mobility or other impairments. In doing so it shall follow best practice and regulatory guidance in relation to procurement of works; and aim to ensure such adaptations are carried out quickly and competently. Detailed and accurate records about adapted properties shall be maintained to enable implementation of appropriate maintenance regimes; and to enable informed decisions to be made about their future allocation to other tenants.

14.2 Grant funding for adaptations is allocated by Glasgow City Council on an annual basis. Where there are insufficient funds to meet the demand of our tenant’s requirements, Ruchazie Housing Association will explore all other available options to secure additional grant funding.

14.3 Ruchazie Housing Association will action requests for adaptations as they are received and make funding requests retrospectively. In the event of a change of funding circumstance, e.g. a cap on funding by Glasgow City Council, the Management Committee will be asked to re-evaluate this policy.

* The Association will only refuse to carry out adaptive work in exceptional circumstances. This will include when:
* The location of the property or property layout and type makes it unsuitable for the long-term use of the tenant requesting the adaptation.
* The adaptation is technically difficult to achieve without detriment to the property and other tenants.
* Funding is not available.
* The specific advice from relevant agencies is that the proposed adaptation would not be appropriate.
* Where appropriate the Association will discuss alternative housing options open to the tenant.

14.4 Reference should be made to the Association’s Adaptations Policy

15. **TENANTS ALTERATIONS & IMPROVEMENTS**

15.1 The Association supports tenants’ rights to carry out improvements to their home and details this within the Tenancy Agreement. Any tenant wishing to carry out alterations & improvements to their homes must obtain the Association’s written permission.

15.2 The Housing (Scotland) Act 2001 introduced the Right to Compensation for Improvements from 30th September 2002. This gives tenants the right to receive compensation for certain works (or qualifying improvements) carried out by them during the course of their tenancy. Details of qualifying improvements are detailed at **appendix 4.**

16**. LEGIONELLA MANAGEMENT**

16.1 The Association will carry out its legal duties to consider, assess and control the risks of exposure to Legionella to our tenants. This requirement primarily stems from the Control of Substances Hazardous to Health Regulations 1989; Section 3(2) of the Health and Safety at Work Act 1974 making provision for the legislation to apply to landlords of both business and domestic premises.

16.2 There is a separate document outlining our approach to legionella requirements attached at Appendix 6.

17. Damp and Mould

Ensuring tenant and resident safety is a critical part of the work of social landlords in Scotland. The Scottish Housing Quality Standard was developed by the Scottish Government and requires that the homes provided by social landlords:

* Meet the Tolerable Standards;
* Be free from serious disrepair;
* Be energy efficient;
* Have modern facilities and services; and
* Be healthy, safe and secure.

Ruchazie Housing Association has a system in place to respond to any reports of damp and mould in our properties. We will respond quickly and work with the tenant to take the necessary action to bring their concerns to a satisfactory conclusion, whilt meeting the standards set out above.

We will make available in our newsletter at least once a year information on how to identify damp and mould and any actions that can be taken to resolve the issues and that includes contacting us.

Whilst undertaking annual visits we will inspect for mould or damp in properties and take the necessary action to address and resolve the issue.

**18. PERFORMANCE MONITORING AND REPORTING**

18.1 The Association shall maintain internal information systems which are based around ensuring effective monitoring, control and reporting of its repairs and maintenance activities. Comprehensive records of all repairs and maintenance work shall be held with a view to demonstrating transparency in the way work has been carried out and authorised.

18.2 The Association will monitor repairs and maintenance performance using both regulatory and local performance indicators as follows

*Regulatory Performance Indicators*

* Number and average time taken to complete Emergency repairs.
* Number and average time taken to complete Non-Emergency repairs.
* Percentage of Non-Emergency repairs completed right first time.
* Tenant satisfaction with repairs and maintenance services.
* How many times in the reporting year did you meet your statutory obligations to complete a gas safety check within 12 months of a gas appliance being fitted or last checked.
* Total stock failing the SHQS (as at 31 March)
* Total stock failing the EESSH (as at 31 March)
* Average time to complete adaptations

*Local Indicators*

* The number of pre and post inspections carried out
* All repairs expenditure against specific budgets and contractor
* Average time taken to complete Void repairs

18.3 The Board reviews targets for the Association’s repairs and maintenance services on an annual basis.

18.4 Regular performance, financial monitoring and statistical reports shall be reviewed by staff and presented to the Management Committee to ensure committee are able to make informed strategic decisions.

**19. EQUALITY & DIVERSITY STATEMENT**

19.1 We are committed to the principles of equality and diversity, including working towards a Board and staff team that is representative of the communities it serves in respect of Protective Characteristics.

**20. SUSTAINABILITY**

20.1The approach outlined in this policy, working in tandem with our other housing management and maintenance policies, ensures that the Association makes a positive contribution toward the sustainability of our community.

20.2The delivery of pro-active housing and maintenance services contribute to the sustainability of our homes. This Policy and the associated procedures are aimed at putting the customer at the heart of our approach. The overall aim being to maintain the long term sustainability of our properties and successful occupancy of our homes.

**21. RISK MANAGEMENT**

21.1 Risk arises from the Association’s Repairs and Maintenance Policy in a number of respects:

* failure to comply with relevant legislation resulting in possible legal challenges
* failure to comply with regulatory guidance
* maintenance costs exceeding budget levels
* rent loss from delay in repairing void properties
* injury to residents or staff resulting from problematic repairs and maintenance works
* early component failure

21.2 Given the importance of these risks it is recognised that these have to be effectively managed. This will be achieved through the cyclical review of the Repairs and Maintenance Policy and the associated procedures, to ensure compliance with all legislative requirements and regulatory and best practice guidance.

21.3 The Association will also consult with tenants as a key element of this review process. Furthermore, appropriate training opportunities will be made available to members of staff to ensure high standards of service are maintained.

21.4 Budget monitoring and progress with repairs and maintenance works will be the subject of regular reporting to the Management Board.

21.5 As regards financial management issues, the Association shall ensure adequate financial resources are in place to support the delivery of its reactive repairs services and meet the defined standards of service; and the carrying out of planned maintenance work. In doing so it shall comply with its Financial Regulations and Scheme of Delegated Authority.

**22. COMPLAINTS PROCEDURE**

Any tenant may submit a complaint, using the Association’s complaints procedure if it is felt that the Association has failed to correctly apply this Repairs and Maintenance Policy.

**23. POLICY REVIEW**

The Association will review the Repairs and Maintenance Policy every 3 years, or as required following a substantive legislative or regulatory change.

**REPAIRS REPORTING PROCEDURES**

1. **REPORTING A REPAIR**

1.1 During normal office hours’ repairs can be reported by calling into/telephoning the office, via our website, by e-mail or through a representative acting on behalf of the tenant i.e. friend, neighbour, member of the household. Out with normal office hours’ emergency repairs can be reported using the emergency call out service.

1.2 When reporting a repair, the tenant or representative will be advised of the category of repair, the repair response time and whether ‘Right to Repair’ is applicable. The tenant/representative will also be advised if the repair is a rechargeable repair (A separate Rechargeable Repairs Policy details the procedures to be followed if a repair is deemed to be chargeable to the tenant).

1.3 The staff member taking note of the repair will extract as much information as possible regarding the nature of the problem from the tenant in order that an accurate assessment of the extent of the work can be made. Where the extent of the work is unclear it may be necessary for the Property Services Officer to carry out a pre-inspection prior to ordering the work.

1.4.To minimise disruption, the Association will endeavour to arrange repair times to suit individual tenants. Contractors will be issued with a works order giving contact information for tenants along with suitable access times, the aim being to minimise inconvenience and reduce ‘no access’ visits.

1. **PRE- INSPECTION**

Pre repair inspections will be carried out where one or more of the following applies:

* The nature of the work is unclear
* The repair could be rechargeable to the tenant or an insurance claim
* The cost of the work is likely to exceed £500

1. **POST INSPECTION**

10% of all completed repairs will be post inspected to monitor the quality of workmanship. This is considered an essential part of performance monitoring which apart from checking that repairs meet specifications, is also an opportunity to ask tenants whether they are satisfied with the repairs service. In addition to this all completed repairs where a tenant has expressed dissatisfaction with the quality of work will be post inspected by the Property Services Officer.

4. **COMPLETED REPAIR LINE AND INVOICE PROCESSING**

4.1 All completed repair lines with invoices should be returned to the office for processing no later than the 7th day of the month following completion. This will enable payment to be made within the next payment run.

4.2 Submitted repair lines and invoices will be passed to the Finance Officer in the first instance who will give each invoice a log number before passing to the Property Services Officer for processing.

4.3 Completed repair lines and invoices will be checked by the Property Services Officer to ensure that they have been signed as completed satisfactory by the tenant and that the following is contained:

* Date of Completion
* Time Taken
* Materials Supplied
* Any No Access Dates

All invoices must contain the following information

* Tenant’s name, address and house position
* Job line number
* Time(s) against emergency jobs
* Date(s) of when work was carried out
* Labour costs
* V. A. T.
* Total cost

4.4 Invoices will be checked against the original repair order to ensure that there is no possibility of overcharging by the contractor.

4.5 This information will then be entered into the computerised repair system before being returned to the Finance Officer who will arrange a bank line payment in the contractor’s name.

**5. MONITORING PERFORMANCE**

**Key performance Indicators**

5.1 We have an established set of key performance indicators (KPI’s) which we monitor to gauge the quality of repairs provided to customers. The following KPI’s will be measured and reported to the Management Committee on a quarterly basis:

|  |  |
| --- | --- |
| **KPI** | **TARGET** |
| Emergency Repairs | 97% completed within timescale |
| Urgent Repairs (inch RTR 1&3) | 95% completed within timescale |
| Routine Repairs (inch RTR 7 ) | 95% completed within timescale |
| Average time to complete non-emergency repairs | 5.5 working days |
| Properties with current gas certificate | 100% |

5.2 Ruchazie Housing Association is committed to continuous performance improvement. KPI’s are reviewed annually by the Management Committee.

5.3 Where a contractor’s performance falls below that of what is expected the Management Committee can recommend that in the first instance the contractor is interviewed by the Director to discuss the problem. A note of the meeting will be placed in the contractor’s file and performance will be monitored with a further update being presented to the next management committee meeting. If there is no improvement by the contractor, they will be advised and a meeting will be arranged with the Director & Chair of The Management Committee. Where no improvement is again noted a report will be presented to the Management Committee who can take the decision not to renew their contract and to remove them from the Contractors framework.

5.4 The Management Committee can take the decision to remove a contractor from the contractor’s framework immediately where a serious breach of contract occurs, i.e. falsifying invoices or being disrespectful to tenants.

**6.** **CUSTOMER SATISFACTION**

6.1 The Association will monitor tenants’ satisfaction with the Repairs & Maintenance Service by use of complaints and customer satisfaction surveys. Customer satisfaction questionnaires will be issued to all tenants who report a repair. All tenants who return the questionnaire will be included in a monthly prize draw. Information obtained will be reported to the Management Committee on a 6 monthly basis.

6.2 On completion of cyclical/planned maintenance works those tenants affected by the works will be asked for their views on the service that they received. The finding will be reported to the Management Committee.

6.3 The Association will keep residents informed of the repairs/maintenance service and the outcome of complaints satisfaction surveys through the publication of information in newsletters, annual reports and any other appropriate means.

**7.** **CONTRACTOR SELECTION**

7.1 The Association maintains contractor framework which is reviewed on an annual basis. During the review contractors may be removed from the list due to poor performance and new contractors may be added.

7.2The Association’s Management Committee will approve the addition of any contractor onto the contractor framework subject to a report from the Property Services Officer.

7.3 Where work is of a specialist nature or where contractors are not available to undertake necessary work, staff may use alternative contractors for one off jobs. Staff will try to take into consideration the criteria for the contractor framework when selecting such contractors. Selection of such contractors for work in excess of £3000 should be done in accordance with the Association’s tendering procedure.

7.4 Contractors wishing to be included on the contractor framework must complete a contractor’s application form **(Appendix 7)**. This requests specific information which includes:

* A copy of current Public Liability cover (minimum £1,000,000)
* A Health & Safety Policy
* An Equal Opportunities Policy
* Details of hourly rates/emergency call out rates

**8 INSURANCE**

8.1 The Association will maintain comprehensive insurance cover for all properties to provide cover for insured risks. The Director will be responsible for arranging Building Insurance and will obtain competitive quotes for cover.

8.2 It is the tenant’s responsibility to purchase insurance for their home contents.

8.3 The Property Services Officer will extract repair invoices which may be reclaimed against the Building Insurance and will check the terms of the policy to confirm that a claim can be made. A separate procedure is in place dealing with Insurance Claims.

18.0 **DELEGATED AUTHORITY/AUTHORITY TO INSTRUCT WORKS**

18.1 The Association has delegated authority for the monitoring and evaluation of the maintenance function to the Management Committee. The various reports presented to the Committee are detailed in Section 9.4.

18.2 The day to day management of the service is delegated to the Director. This means that Staff and Consultants can undertake work to the point of contractor selection and tender opening which must be carried out by Committee Members.

18.3 The level of authority of individual staff members to instruct works is detailed in the table below:

|  |  |
| --- | --- |
| **VALUE OF WORKS** | **DESIGNATION** |
| Up to £1500 | Property Services Officer |
| £1501 - £5000 | Specification & 1 quote-Director |
| £5001 - £10000 | Specification & 3 quotes-Management Committee |
| £10000 and over | Formal Tendering Process-Management Committee |

**APPENDIX 1**

**Division of Repairs Responsibility**

|  |  |  |  |
| --- | --- | --- | --- |
| Item | Landlord | Tenant | Comments |
| Ants |  | **X** |  |
| Appliances (electrical) |  | **X** |  |
| Balconies (where existing) | **X** |  |  |
| Banisters (internal) | **X** |  |  |
| Baths | **X** |  |  |
| Bin Shelters | **X** |  |  |
| Brickwork, Block work, etc. | **X** |  |  |
| Ceilings | **X** |  |  |
| Cisterns | **X** |  |  |
| Clothes Poles | **X** |  |  |
| Communal TV Systems | **X** |  |  |
| Choked sink,WHB or WC pan | **X** |  |  |
| Cupboards | **X** |  |  |
| Decoration – internal |  | **X** |  |
| Door bell | **X** |  |  |
| Doors to common areas | **X** |  |  |
| Door/door fittings - external | **X** |  |  |
| Door lock & fittings – internal (if faulty) | **X** |  |  |
| Door locks (outside) | **X** |  |  |
| Door internal (fire) | **X** |  |  |
| Doors internal (pass) | **X** |  |  |
| Door name plate |  | **X** |  |
| Down pipes, rain & soil | **X** |  |  |
| Drainage (including blockage) | **X** |  |  |
| Driveways | **X** |  |  |
| Drying areas | **X** |  |  |
| Electrical plugs |  | **X** |  |
| Electrical wiring, sockets & switches | **X** |  |  |
| Entry systems | **X** |  |  |
| Extractor Fans | **X** |  |  |
| Facia, soffit board, etc. | **X** |  |  |
| Fences – garden boundary, divisional fences erected by Landlord | **X** |  |  |
| Fences – other |  | **X** | Erected by Tenant |
| Floorboards | **X** |  |  |
| Foundations | **X** |  |  |
| Fuse box, ELCB, fuses/MCB | **X** |  |  |
| Fuse to plug |  | **X** |  |
| Gas central heating, pipes, radiators, timer, thermostats, pumps etc. | **X** |  |  |
| Gas piping | **X** |  |  |
| Garden huts |  | **X** |  |
| Gates | **X** |  | Unless tenant has put them up |
| Greenhouses |  | **X** |  |
| Glass – external (individual houses) | **X** |  | Must be reported to Police by tenant |
| Glass – external (closes) | **X** |  |  |
| Glass to internal doors/screen | **X** |  |  |
| Guttering | **X** |  |  |
| Hatch to loft (communal or individual) | **X** |  |  |
| Handrails – external | **X** |  |  |
| Insect infestation |  | **X** |  |
| Keys & key fobs ( replacement) |  | **X** | 2 fobs provided to tenant additional/replacement will be charged |
| Kitchen fittings/worktops | **X** |  |  |
| Light bulbs |  | **X** |  |
| Lighting pendants and roses | **X** |  |  |
| Overflow pipes | **X** |  |  |
| Painting – external | **X** |  |  |
| Painting – internal |  | **X** |  |
| Parking area (communal) | **X** |  |  |
| Path giving main access to house | **X** |  |  |
| Path to garden | **X** |  |  |
| Plaster & plasterboard | **X** |  |  |
| Play area and equipment | **X** |  |  |
| Plugs & chains for the sink, bath & basin |  | **X** |  |
| Pumps | **X** |  |  |
| Radiators | **X** |  |  |
| Retaining walls (provided by Landlord) | **X** |  |  |
| Roofs, roof tiles/slates | **X** |  |  |
| Roof lights | **X** |  |  |
| Ropes for clothes drying |  | **X** |  |
| Rotary drier | **X** |  |  |
| Roughcast | **X** |  |  |
| Sheds |  | **X** |  |
| Shower unit |  | **X** | Unless provided by us |
| Sink base unit | **X** |  |  |
| Sink bowl and drainer | **X** |  |  |
| Skirting boards | **X** |  |  |
| Smoke detectors | **X** |  |  |
| Smoke detector batteries |  | **X** |  |
| Sockets (electrical) | **X** |  |  |
| Stairs (common or internal) | **X** |  |  |
| Stair lighting | **X** |  |  |
| Steps | **X** |  |  |
| Switches (electrical) | **X** |  |  |
| Taps | **X** |  |  |
| TV aerials |  | **X** | Unless communal systems installed by us |
| TV aerials communal sockets | **X** |  |  |
| Wash hand basin | **X** |  |  |
| Washer on taps | **X** |  |  |
| Water supply | **X** |  | (Within boundaries) |
| WC | **X** |  |  |
| WC seat |  | **X** |  |
| Window frames, sills and fittings | **X** |  |  |

**NOTE:**

**All items listed above can be subject to the tenant being responsible for the repairs and maintenance of the component. If tenants install the component themselves and do not obtain permission then they are responsible for the repairs and maintenance of the component.**

**All items listed above can be subject to a tenant’s recharge if it is deemed by the Association that the tenant through vandalism, neglect, misuse or accidental damage.**

**APPENDIX 2**

**REPAIR TIMESCALES**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Repair Description** | Emergency  Repair  (4 hours) | Urgent  Repairs (3 days) | Routine  Repair (10 days) | Exceptions |
| **Plumbing** |  |  |  |  |
| Dripping taps |  |  | \* |  |
| Leaking tap when used |  | \* |  |  |
| Blocked sink or basin | \* |  |  |  |
| Loose taps |  |  | \* |  |
| Replacement taps |  |  | \* |  |
| Blocked WC | \* |  |  | If no other WC |
| Blocked WC due to tenant negligence | \* |  |  | Chargeable  Repair |
| Leaking WC | \* |  |  |  |
| Replace flush handles | \* |  |  | If no other WC |
| Toilet difficult to flush |  | \* |  |  |
| Leaking overflow |  | \* |  | Depends on severity(4 hours) |
| **Joinery** |  |  |  |  |
| Gain access for tenant due to faulty lock | \* |  |  |  |
| Gain access due lost keys by tenant | \* |  |  | Chargeable  Repair |
| Renew faulty door lock if only means of security | \* |  |  |  |
| Renew faulty door lock if two forms of security on door |  | \* |  |  |
| Insecure door | \* |  |  |  |
| Renew internal door |  |  | \* |  |
| Replace door handles |  |  | \* |  |
| Timber skirting board |  |  | \* |  |
| Architrave and frames |  |  | \* |  |
| Loose floorboards |  | \* |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Repair Description** | **Emergency**  **Repair (4 hours)** | **Urgent**  **Repairs (3 days)** | **Routine**  **Repair (10 days)** | **Exceptions** |
| **Electrical** |  |  |  |  |
| Faulty light fittings |  |  | \* |  |
| Faulty sockets |  |  | \* |  |
| Thermostats |  | \* |  |  |
| Aerial sockets |  |  | \* |  |
| No lighting single room |  |  | \* |  |
| No power | \* |  |  |  |
| Partial power loss |  | \* |  |  |
| Dangerous wires | \* |  |  |  |
| Faulty shower with bath |  |  | \* |  |
| Faulty shower no bath |  | \* |  |  |
| Smoke alarms |  | \* |  |  |
|  |  |  |  |  |
| **Communal areas** |  |  |  |  |
| Door entry system |  |  | \* |  |
| Loose handrail |  | \* |  |  |
| No TV reception |  |  | \* |  |
| Rotary driers/Washing poles |  |  | \* |  |
| Uneven path dangerous |  | \* |  |  |
| Uneven path not dangerous |  |  | \* |  |
|  |  |  |  |  |
| **Heating** |  |  |  |  |
| No heating/hot water | \* |  |  |  |
| No heating | \* |  |  |  |
| No hot water |  | \* |  |  |
| Radiator leaking |  | \* |  |  |
| **Repair Description** | **Emergency**  **Repair (4 hours)** | **Urgent**  **Repairs (3 days)** | **Routine**  **Repair (10 days)** | **Exceptions** |
|  |  |  |  |  |
| **Windows** |  |  |  |  |
| Broken glass | \* |  |  |  |
| Cracked glass |  | \* |  |  |
| Loose window |  | \* |  |  |
| Window won’t close |  | \* |  | \* 4 hours if ground level |
| Faulty handle |  |  | \* |  |
| Leaking window |  | \* |  |  |
| Broken window vent |  |  | \* |  |
|  |  |  |  |  |
| **Roofs** |  |  |  |  |
| Roof felt replacement |  |  | \* |  |
| Loose tiles |  | \* |  | \* 4 hours if immediate danger |
| **Make safe after storm** | \* |  |  |  |
| Rain penetration |  | \* |  |  |
| Major roof repair |  |  | \* | \*3 days If unsafe |
| Replace broken slates |  |  | \* | \*3 days If unsafe |
| Re bed ridge tiles |  |  | \* | \*3 days If unsafe |
| Flashings |  |  | \* |  |
|  |  |  |  |  |
| **Water** |  |  |  |  |
| No hot water |  | \* |  |  |
| No water to single tap |  | \* |  |  |
| Faulty stop tap |  | \* |  | \* 3 hours if it will not turn off |
|  |  |  |  |  |
| **External** |  |  |  |  |
| Damaged fencing |  |  | \* | \* 3 days if  dangerous |
| Renew fencing |  |  | \* |  |
| Damaged gate |  |  | \* |  |
| Loose paving not dangerous |  | \* |  |  |
| Trip hazards |  | \* |  | \* 4 hours if in main walkway |
| Pointing |  |  | \* |  |
| Guttering repairs |  |  | \* |  |

**APPENDIX 3**

**RIGHT TO REPAIR LEGISLATION**

**Table of Qualifying Repairs for which the Right to Repair (RTR) 1,3 or 7 day statutory timescales apply.**

|  |  |  |
| --- | --- | --- |
| **Unsafe power or lighting sockets or electrical fittings RTR1 DAY** | **Loss or part loss of space or water heating if no alternative heating is available RTR1 DAY** | **Significant leaking or flooding from a water or heating pipe, tank or cistern RTR1 DAY** |
| **Loss of electrical power**  **RTR1 DAY**  **Part Loss of electrical power RTR3 DAYS** | **Toilet not flushing where there is no other toilet in the house RTR1 DAY** | **Unsafe access path or step RTR1 DAY** |
| **Loss or part loss of gas supply RTR1 DAY** | **Blocked or leaking foul drains, soil stacks or toilet pans (if no other toilet in house) RTR1 DAY** | **Loose or detached banisters or handrails**  **RTR3 DAYS** |
| **A Blocked flue t an open fire or boiler RTR1 DAY** | **A Blocked sink, bath or drain RTR1 DAY** | **Unsafe timer flooring or stair treads RTR3 DAYS** |
| **External windows, doors or locks which are not secure**  **RTR1 DAY** | **Loss or part loss of (cold)water supply**  **RTR1 DAY** | **A broken mechanical extractor fan in an internal kitchen or internal bathroom (no external window)**  **RTR7 DAYS** |

**APPENDIX 4**

**Qualifying Improvements - Right to Compensation for Improvements**

1. The tenant must have the written consent of the Association prior to making the improvements. The Property Services Officer has discretion, however, to grant retrospective consent.

2. The improvement must be a qualifying one in terms of the list at annex 1

3. Tenants applying for consent to make improvements must provide:

a) A description of each improvement proposed.

b) The proposed start/end date for each improvement

c) An estimate of the cost of each improvement

Tenants will be asked to complete an application form or submit their request in writing.

4. The Association will examine the improvements proposed, and will consent subject to an assessment of the quality of the work, once completed.

5. Tenants will be required to provide receipts for complete work.

6. Compensation can only be paid at the end of the tenancy.

7. Compensation will not be paid if the calculated amount is less than £100.

8. The maximum compensation payable will be £4,000.

9. A qualifying tenant must be:

a) The tenant of the house and the person for whom the qualifying improvement was carried out, or

b) A tenant of a joint tenant which existed at the time when the qualifying improvement was carried out, or

c) A tenant who succeeded to the tenancy, which existed when the qualifying improvement was carried out.

10. It is assumed that, in the case of a joint tenant, the right to compensation will be resolved between those who jointly qualify for compensation, at the time they join or leave the joint tenancy.

If one joint tenant cannot be traced when compensation falls to be paid, the full amount of compensation will be paid to the remaining joint tenants. It is for the missing tenant to recover his/her share from those to whom it was paid.

11. A tenancy is treated as ending if there is a change of landlord, e.g. if there is a transfer of houses to any other landlord.

12. Tenants will not qualify for compensation under the scheme if:

* They exercise their Right to but, or
* The house is repossessed by the Association
* Where the qualifying person has been granted a new tenancy, whether alone or jointly, of the same, or substantially the same house by the same landlord.
* The qualifying tenant or successor has already received compensation for the improvement.

13. At the end of a tenancy, the Association will check the tenancy files for details of any qualifying improvements, and will remind the tenant of their right to compensation if appropriate.

14. To qualify, a tenant must submit a claim on the appropriate form from 28 days before until 21 days after the tenancy end. The Association will respond to the claimant within 28 days of the date of the claim.

15. Compensation will be calculated on only on the real cost to the tenant. It will exclude:

a) Any costs attributed to the tenant’s own labour.

b) Any grants received by the tenant towards the cost of the improvement.

c) V.A.T

d) The cost of any professional fees paid

e) The cost of obtaining planning consent or consent under building warrant

16. Depreciation for the elapsed time since installation of the improvement will be calculated as:

**C x (1 –Y)**

**N**

**C =**  the cost of the improvement work from which shall be deducted the amount of any grant received for the works

**N =** the notional life of the improvement

Y = the number of years that have elapsed from the date of the improvement to the date of end of tenancy (part of year shall be counted as one year)

17. If the result of this process is less than £100, compensation is not payable.

18. If the amount payable after the calculation of each improvement exceeds £4,000, the Association is not required to pay in excess of this, although it retains the discretion to do so.

19. In making an offer of compensation, the Association will state how the figure was calculated, including details of any deductions or supplements made, and how the offer may have been affected by the upper or lower limits.

20. Having calculated the compensation payable, the Association reserves the right to apply this to any amounts owing by the tenant, e.g. rent arrears.

**Qualifying Improvements – Right to Compensation for Improvements**

|  |  |  |
| --- | --- | --- |
| **ITEM** | **IMPROVEMENT** | **NOTIONAL LIFE**  **(YEARS)** |
| **1** | **Bath or Shower** | **12** |
| **2** | **Sound Insulation** | **20** |
| **3** | **Wash hand basin** | **12** |
| **4** | **Toilet (WC complete)** | **12** |
| **5** | **Kitchen sink & base unit** | **10** |
| **6** | **Storage cupboard in bathroom or kitchen** | **10** |
| **7** | **Worktops** | **10** |
| **8** | **Space or water heating** | **12** |
| **9** | **Thermostatic radiator valves** | **7** |
| **10** | **Insulation of pipes, Water Tank or Cylinder** | **10** |
| **11** | **Loft Insulation** | **20** |
| **12** | **Cavity Wall Insulation** | **20** |
| **13** | **Draught proofing of external doors or windows** | **8** |
| **14** | **Double Glazing or other window replacement** | **20** |
| **15** | **Rewiring or provision of power & lighting or other electrical fitting (including mains wired smoke detectors)** | **15** |
| **16** | **Security measures, excluding burglar alarm systems** | **10** |
| **17** | **Installation of mechanical ventilation in bathrooms** | **7** |

**APPENDIX 5**

**CONTRACTOR’S DETAILS**

**To Accompany application for Inclusion on the Association’s**

**CONTRACTORS FRAMEWORK**

#### Contractor’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# ALL INFORMATION STRICTLY CONFIDENTIAL

**CONTENTS**

**A.** Company Information

**B.** Technical Information

**C.** Health and Safety

**D.** Conditions of Contract

**E.** Code of Conduct for Contractors

**F.** Declaration by Applicant

**GUIDANCE NOTES TO APPLICANTS**

This information will be used to assess potential contractors interested in tendering for work relating to general repairs and cyclical maintenance.

Applicants should answer all questions.

Where a question is not applicable, write: “Not Applicable”.

Please type or write answer in capital letters and in black ink.

Applicants and their workforce should be suitably experienced in the type and scope of work requested, and is able to provide proof of same if required.

Complete and sign declaration.

Return questionnaire as soon as possible with any supporting documents to:

**Property Services Officer Ruchazie Housing Association**

**24 Avondale Street**

**Ruchazie**

**Glasgow**

**G33 3QS**

**A. COMPANY INFORMATION**

**DETAILS OF COMPANY**

**A.1** Name of Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**A.2** Address of Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Post Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**A.3** Date of Formation of Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**A.4** Date of Registration of Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

And No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**A.5** Is the Company a Limited

Liability company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**A.6** Nature of Business \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**A.7** All applicants must hold a valid Tax Certificate. Please confirm (copy of Certificate to be supplied).

### CERTIFICATE NO.\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE OF EXPIRY \_\_\_\_\_\_\_\_\_\_\_\_

**A.8** Name of Banker \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Post Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**A.9** May the Housing Association approach your Banker for a reference on a confidential basis?

Tick as appropriate  **Yes No**

**A.10 EMPLOYERS LIABILITY INSURANCE**

Name of Insurance Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Policy Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Expiry Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Indemnity Limit \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exclusions \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**A.11 PUBLIC LIABILITY INSURANCE**

Name of Insurance Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Policy Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Expiry Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Indemnity Limit \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exclusions \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**A.12 PRODUCTS LIABILITY INSURANCE**

Name of Insurance Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Policy Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Expiry Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Indemnity Limit \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exclusions \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**A.13 ALL RISK INSURANCE**

Name of Insurance Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Policy Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Expiry Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Indemnity Limit \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exclusions \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**A.14 List the full names of every Director and Partner**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**A.15** Have any of the Directors or Partners been involved in any firm that has been liquidated or gone into receivership?

(If so, please give details)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**A.16** What has been your company’s turnover in the last 3 years?

(Or from commencement of trading, if shorter)

£ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Year end, \_\_\_\_\_\_\_

£ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Year end, \_\_\_\_\_\_\_

£ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Year end, \_\_\_\_\_\_\_

**A.17** V.A. T DETAILS

Registration Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**B. TECHNICAL DETAILS**

**DETAILS OF RATES CHARGED**

**B.1** Hourly Rate (Tradesman) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hourly Rate (Labourer) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Call - Out Rate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**B.2** Material Mark-Up (%) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**B.3** IS 24 HOUR EMERGENCY COVER AVAILABLE

(Tick as appropriate) Yes \_\_\_\_\_\_\_\_\_\_\_\_\_\_ No \_\_\_\_\_\_\_\_\_\_\_\_\_

**B.4** DETAILS OF 24 HOUR COVER (if applicable)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**B.5** DETAILS OF TRANSPORT AVAILABLE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**B.5A** HOW MANY PEOPLE DO YOU EMPLOY? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**B.6** PLEASE LIST MEMBERSHIPS/REGISTRATIONS OF RELEVANT TRADE ORGANISATIONS

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**B.7 TECHNICAL REFERENCES**

Please state the Housing Associations, Local Authorities, Co-operatives or Property Factors for whom you have undertaken contractual or maintenance work. Give full names and addresses.

May the Association approach your present or previous clients for a reference?

Tick as appropriate  **Yes No**

|  |  |  |
| --- | --- | --- |
| NAMEORGANISATION | **SUPERVISING**  **OFFICER** | **TYPE OF WORK MAINT. ORCONTRACT** |
|  |  |  |
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**C. HEALTH AND SAFETY**

**1.** If your firm has less than 5 employees, please enclose written details of:

**(i)** Procedures to be followed in case of fire and emergency

**(ii)** Procedures for the reporting, recording and investigation of accidents and dangerous occurrences

**(iii)** First - aid welfare provisions

**(iv)** Provision of appropriate protective clothing and equipment.

**2.** If your firm has 5 or more employees, please attach a copy of your latest policy organisation and arrangements under the Health and Safety at Work Act 1974 etc.

Your contract will not be considered unless the details requested above are supplied.

**(I)** What is the full name and title of the individual within your company responsible for coordinating health and safety matters?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(ii)** Address and telephone number of above individual

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**D. CONDITIONS OF CONTRACT**

**D.1** This section specifies the conditions of contract for both cyclical, planned and general maintenance works carried out on behalf of the Association**.** Acceptance of these Conditions is implied by the execution of the work.

**D.2** Except in emergency situations, general maintenance repair instructions will be on a system generated works order. Only Ruchazie Housing Association personnel, usually the Property Services Officer, can instruct work. Tenants and occupiers cannot issue such instructions. In the case of an emergency, contractors may be verbally instructed to carry out a repair. Such instructions will be followed, in all cases, by the issue of a confirmation Works Order.

**D.3** Access to carry out work is the responsibility of the Contractor. The Association will endeavor to give every assistance with regard to arranging access to properties. When work is to be carried out to occupied property, maximum notice should be given for access requests.

**D.4** The standard of work required is to match existing. The work must be carried out in a clean tradesman like manner, with the site kept as clean as possible at all times. Rubbish arising from the works is to be removed during the work, and at completion you must leave the jobsite “as found”.

**D.5** The Contractor must provide his own plant, scaffolding, tools, etc., as required to carry out the work; and also to arrange for any temporary lighting, safety barriers, warning notices etc., which are required. The Contractor must ensure that adequate safe access for tenants, occupiers and/or pedestrians is maintained throughout the duration of the works. The Contractor must make his own arrangements for the use of electrical power to occupied houses. In the case of void properties, the Contractor may use electric power at no cost, but must make their own connections. The use of water will not be unreasonably withheld.

**D.6** The Contractor must have adequate insurance cover, so as to relieve the Association of all liabilities arising out of repairs and maintenance work, whether loss or damage to persons or property; the cover for any one event being £1,000,000 (one million pounds). The Contractor will be held responsible for negligence and the like by himself or his employees. He will also be responsible for the safety of all plant, tools and materials brought on site for the work, and must make good any loss or damage of same from fire, vandalism, theft etc.

**D.7** The Contractor must comply with all Health and Safety Regulations, Gas and Electrical Safety Regulations, and must execute the works in accordance with relevant British Standards and Codes of practice in relation to materials and working practices. The Association’s liability is limited to providing safe access to or egress from works; and for hazardous work, warning the contractor of known risks.

Where contracts exceed 30 days, involve demolition, will require 5 or more tradesmen on site at the same time, Construction Design and Management Regulations (CDM) will apply. In these instances, a Planning Supervisor will be appointed.

**D.8** The Contractor has the responsibility to leave the property and/or the site of the works in a safe and lock fact condition.

**E. CODE OF CONDUCT FOR CONTRACTORS**

Contractors will at all times, act in a manner to:

* Safeguard the interests of the Association and its tenants
* Uphold and enhance the good standing and reputation of the Association

Contractors are accountable for their actions and, in the exercise of that accountability, must ensure the following:

* Operative shall be courteous and polite at all times.
* If requested or as necessary, they should explain to the tenant the nature of the work, although care should be taken not to alarm the resident or increase expectancy levels regarding improvements.
* Should the operative be asked to comment on matter that are the responsibility of the Association, that person should be referred without comment to the Association.
* If additional work is required or the tenant requests additional work the operative must contact the Associations from site for further guidance.
* Operative must inform the tenant when leaving the property and on their return. This includes leaving to collect materials.
* All persons employed on Association business will wear an appropriate for of clothing which is neat and tidy in appearance and identifies the company. Where necessary the required safety clothing must be worn. It is also a requirement that the operative has a good standard of personal hygiene.
* Employees of the contractor shall at all times carry photo identity cards and make such cards available on request and, particularly where access is required, actively display the identity card to the tenant on arrival.
* Employees of the contractor will not be allowed to smoke within any premises whilst carrying out work on behalf of the Association. Nor will they smoke, eat, drink. Play radio or make personal phone calls in the tenants’ home.
* Nuisance, noise or other disturbance occasions by the works will be kept to a minimum.
* Due and reasonable care shall be paid to tenants and to their belongings. Preparatory protection measures such as dustsheets must be used for keeping furniture and carpets clean, or items should be removed to safety e.g. into another room before work starts.
* No household power supplies, or household equipment, e.g. ladders, stools or brushes should be used. Nor will operatives use kitchen or bathroom sink facilities for disposing of debris or cleaning tools.
* All waste materials, cuttings, spillages will be removed on the completion of the work. Operatives will clean up any mess made during the works including vacuuming any lose plaster, wood shaving etc.
* Disturbance to occupiers by way of cutting off power supplies, aerials or communication links should be restricted to the minimum necessary to carry out the works and fully restored thereafter.

Contractors will:

* Ensure that no action or omission within the scope of their responsibility is detrimental to the interest, condition or safety of the Association’s property or its tenants.
* Acknowledge any limitations in their knowledge and competence and decline any duties or responsibilities unless able to perform them in a safe and skilled manner.
* Acknowledge any lack of capacity to carry out work in accordance with set timescales and to set appointment dates/times and on a first fix basis.
* Avoid any abuse of their privileged relationship with the Association, in particular, the privileged access allowed to tenants’ homes.
* Protect all confidential information concerning the Association and its tenants and make disclosure only with consent, where required by the order of a court under the terms of the Data Protection Act.
* Report to the Association any circumstances in which safe and appropriate conduct cannot be provided.
* Refuse any gift, favour or hospitality from resident, or any other body which might be interpreted as seeking to exert influence to obtain preferential consideration on their part.
* Ensure that their status as an Approved Contractor is not used in the promotion of commercial products or services without consent.
* Declare any financial, family or other interest which could influence any decision made by the Association.
* Abide by the terms of all relevant legislation and the statutory duties placed on the company within, and not restricted to:

The Equalities Act

The Health and Safety at Work Act, 1974

This list is not intended to be exhaustive.

**DECLARATION BY APPLICANT**

I/We hereby declare that all statements made in the foregoing application are full and true answers to the best of my/our knowledge and I/we accept the conditions and undertakings of the questionnaire.

Viz: Company Information - Item A1 to A17 inclusive

Technical Information - Item B1 to B7 inclusive

Health and Safety - Item C

Conditions of Contract - Item D

If the Circumstances of the Company/Firm are altered in any way, I shall inform the Association’s Director in order that the Company’s/Firm’s position may be reassessed. Failure to comply with this may result in the Firm’s name being withdrawn from the approved list of contractors.

Signature of Contractor or Authorised Representative:

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Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LEGIONELLA REQUIREMENTS APPENDIX 6**

* **Hot and cold water systems temperature monitoring** – No monitoring required. The Housing Association are responsible for informing tenants via websites, newsletters, leaflets etc. of the required temperatures.
* **CWSTs** – Housing Association responsibility. Communal tanks can be found in large residential blocks. Communal tanks will need to be adequately managed including annual inspection (in summer) to monitor internal temperature levels, internal condition and to ensure they comply with the Byelaws. The Byelaws in Scotland are national requirements for the design, installation and maintenance of plumbing systems, water fittings and water-using appliances. Their purpose is to prevent misuse, waste, undue consumption, or erroneous measurement of water and, most importantly, to prevent contamination of drinking water.
* **Cold water outlets** – Associations to encourage tenants to inform them of any increase in temperature above 20°c. Cold water temperatures should be 20°c or below within 2 minutes of running at the outlets. If there is an ongoing issue with high cold water temperatures, regular flushing of the cold water outlets should be undertaken. If the problem persists, advice should be sought from a competent and trained individual.
* **Water Heaters (Combi boilers)** – Housing associations to encourage tenants to inform them of any decrease in temperature below 50°c. It is to be ensured that the hot water in each of the flats is delivered to the outlets at a minimum of 500c within 1 minute of running. If any outlets are found to be below 50°c it should be investigated and rectified. The typical reasons for an outlet to be below this temperature include: the water heater temperature setting could be too low and may need increasing, the temperature was recorded at a time of high demand, or the pipe work requires insulating. These factors should all be considered. If the problem persists, advice should be sought from a competent and trained individual.
* **Showerheads** – It is the responsibility of the tenants to ensure the showers are kept clean. They should be used at least weekly or be flushed for 2 minutes on a weekly basis if not. They should be kept clean and be free from dirt and scale. It is recommended that on a quarterly basis they are dismantled, cleaned, descaled, and disinfected, ensuring that any removable parts, heads, inserts, and hoses are included. If there is an increased rate of fouling, the frequency of descaling and disinfection should be increased. It is advised that housing associations replace all showerheads and the related hoses between tenancies.
* **Thermostatic Mixing Valves (TMVs)** – These should be serviced annually or on a frequency defined by the risk assessment, taking account of any manufacturer’s recommendations. “The use and fitting of TMVs should be informed by a comparative assessment of scalding risk versus the risk of infection from legionella. Where a risk assessment identifies the risk of scalding is insignificant, TMVs are not required. The most serious risk of scalding is where there is whole body immersion, such as with baths and showers, particularly for the very young and elderly, and it is advised that TMVs should be fitted at these outlets. Where a risk assessment identifies a significant scalding risk is present, e.g. where there are very young, very elderly, infirm, or significantly mentally or physically disabled people or those with sensory loss, fitting TMVs at appropriate outlets, such as hand washbasins, showers and sinks, is required.” HSG274 Pt2 (2.75) Note: Where thermostatic mixing valves (TMVs) are installed, these must be sited as close as possible to the point of use. As a rule, TMVs should not serve multiple outlets. All maintenance and remedial work undertaken on the TMVs should be carried out by suitably trained and competent individuals
* **Dead legs/ends** – Housing associations are to ensure that there are no dead legs/ends or redundant pipe work on the system, all materials used should be WRAS (Water Regulations Advisory Scheme) approved.
* **Maintenance** – All the water based equipment, pipe work, fittings and outlets should be free from scale and corrosion. If found not to be the case, it should be rectified as soon as possible by either descaling or replacing the affected parts.
* **Routine maintenance and monitoring** – Associations to ensure that any flushing, monitoring, maintenance, inspections, microbiological sampling, disinfections, or remedial work undertaken on the water system should be clearly recorded. It should include a date of completion and the name, signature and position of the person who has undertaken the task.
* **Sampling** – In certain circumstances it may be necessary to carryout water sampling as a precautionary, reassurance or verification measure. Any such measures should be highlighted in the risk assessment.
* **New fittings** – Associations to ensure that water fittings chosen are compliant with the Scottish Water Byelaws. In the case of non-metallic materials, this will also include conformity with BS 6920. The best method to ensure compliance is to select products from the Water Regulations Advisory Scheme Water Fittings and Materials Directory.
* **Training** – All persons involved in the control regime should have received adequate and appropriate training in the control of legionella bacteria within the last 2 years.