



H O U S I N G A S S O C I A T I O N

MAINTENANCE POLICY

Approved by Committee: 7th May 2013

Date Due for Review: May 2016

Amended: 9th July 2013

1. INTRODUCTION

1.1 As a landlord, Ruchazie Housing Association has a statutory responsibility to ensure that our properties are maintained to a reasonable standard. This policy outlines how we will achieve this through reactive repairs, cyclical and planned maintenance and void repairs.

1.2 This policy will comply with relevant legislation and good practice guidance including AS2 of The Scottish Housing Regulator , Performance Standards.

In addition to this the Scottish Social Housing Charter has introduced an outcome that states:

‘Tenants’ homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done’ which we will ensure we comply.

1.3 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

2. OBJECTIVES

2.1 The objectives of this policy are to ensure that tenants receive a cost effective, high quality maintenance service that is customer focused and ‘Right First Time’.

2.2 To achieve value for money and establish performance measure & timescales for delivery of service.

2.3 To ensure that performance is continuously improved by monitoring of service delivery and quality of work.

2.4 To meet Ruchazie Housing Association’s responsibility to customers as required by law and as described in the Tenancy Agreement.

3. LANDLORD AND TENANT RESPONSIBILITIES

3.1 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.

3.2 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.

- 3.3 We provide an emergency out of hours service which is available at weekends/public holidays/office closures. Tenants are provided with information on how to get emergency assistance out of hours via tenants handbook, newsletters and our website.
- 3.4 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.

4. REACTIVE REPAIRS AND MAINTENANCE

- 4.1 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.

4.2 EMERGENCY REPAIRS

A repair should 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 2 hours from notification of the repair to make safe and complete the repair within 24 hours. Examples of emergency repairs would include:

- Burst pipes
- Unsafe electrical fittings
- No heating

The Association will 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

The gas heating contract is currently carried out by Glasgow City Council who provide an out of hours service for tenants experiencing central heating problems. Tenants are informed how to access this service via newsletters, handbooks and the answer phone.

4.3 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 causes inconvenience. In such cases the Association's Contractor will carry out the repair within 48 hours 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
- No hot water

4.4 **ROUTINE REPAIRS**

Routine repairs are defined as repairs of a minor nature which do not affect or inconvenience tenants and do not cause damage to the property. 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

4.5 **RIGHT TO REPAIR**

Many of the repairs that cause serious inconvenience to tenants are covered by right to repair legislation. A table detailing these “qualifying repairs” and the statutory timescale to fix them is given at Appendix 2

4.5.1 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.

4.6 **VOID REPAIRS**

These are repairs carried out to a property when it becomes empty (the tenant gives up the tenancy). The Association is required by law to complete safety checks and ensure that the property is repaired to a minimum standard. Details of these are set out in the Association’s Void Management Policy.

4.7 **RECHARGEABLE REPAIRS**

The Scottish Secure Tenancy Agreement describes the tenants’ responsibilities in relation to rechargeable repairs. 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. A separate policy and procedures is in place to deal with rechargeable repairs.

5.0 **CYCLICAL MAINTENANCE**

5.1 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.

6.0 **PLANNED MAINTENANCE**

6.1 These are major works carried out when the building components are no longer fit for purpose or working efficiently. Types of work carried out on a planned maintenance basis include kitchen replacements, central heating replacement and sanitary ware replacement. These works are normally included in a Life Cycle Costing Plan which is a 30 year replacement plan devised for each newbuild development.

7.0 REPAIRS REPORTING PROCEDURES

- 7.1 During normal office hours repairs can be reported by calling into/telephoning the office, by e-mail or through a representative acting on behalf of the tenant i.e friend, neighbour, member of the household. Outwith normal office hours emergency repairs can be reported using the call out service.
- 7.2 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).
- 7.3 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 Management Assistant to carry out a pre-inspection prior to ordering the work.
- 7.4 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.

8.0 COMPLETED REPAIR LINE AND INVOICE PROCESSING

- 8.1 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 cheque run.
- 8.2 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 Management Assistant for processing.
- 8.3 Completed repair lines and invoices will be checked by the Property Management Assistant 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 jobs
- Date(s) of when work was carried out
- Labour costs
- V. A. T.
- Total cost

- A Front Sheet (copy attached) must be completed and submitted with each batch of invoices from individual contractors

8.4 Invoices will be checked against the original repair order to ensure that there is no possibility of overcharging by the contractor. This information will then be entered into the computerised repair system before being returned to the Finance Officer who will raise a cheque for payment in the contractor's name.

9.0 REPAIR MONITORING and KPI's

9.1 PRE REPAIR 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

9.2 POST REPAIR 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 Management Assistant.

9.3 GAS SAFETY INSPECTIONS

With regard to the Gas Safety Inspections the Association will employ a Gas Safety Specialist to post inspect 5% of the Association's properties after the inspection has been completed. A separate Policy & Procedure is in place which covers gas maintenance.

9.4 COMMITTEE REPORTS

Reports will be provided to the Housing Services Sub Committee on a monthly, quarterly and annual basis detailing the following information:

- Repair Categories
- Response times against targets
- Insurance claims submitted and settled
- Rechargeable tenant repairs issued
- Rechargeable repairs monies received
- Void, Post & Pre Inspections carried out
- Right to Repair
- Cost per contractor
- **Performance against KPI's**

9.5 KEY PERFORMANCE INDICATORS

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 Housing Services Sub Committee on a quarterly basis:

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

Ruchazie Housing Association is committed to continuous performance improvement. KPI's are reviewed annually by the Housing Services Sub Committee in the context of benchmarking information.

Where a contractor's performance falls below that of what is expected the Housing Services Sub Committee can recommend that in the first instance the contractor is interviewed by the Housing Services Manager 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 sub 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 Housing Services Sub Committee. Where no improvement is again noted a report will be presented to the Housing Services Sub Committee who can take the decision not to renew their contract and to remove them from the Approved Contractors List.

The Housing Services Cub Committee can take the decision to remove a contractor from the Approved Contractors List immediately where a serious breach of contract occurs, i.e. falsifying invoices or being disrespectful to tenants.

10.0 CUSTOMER SATISFACTION

10.1 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 Housing Services Sub Committee on a 6 monthly basis.

10.2 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 Housing Services Sub Committee.

10.3 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.

11.0 CONTRACTOR SELECTION

11.1 The Association maintains a list of approved contractors 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.

11.2 The Association's Housing Services Sub Committee will approve the addition of any contractor onto the approved list subject to a report from the Property Management Assistant.

- 11.3 Where work is of a specialist nature or where approved 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 approved contractors 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.
- 11.3 Contractors wishing to be included on the approved list must complete a contractor's application form (**Appendix 2**). 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

12.0 **INSURANCE**

- 12.1 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.
- 12.2 It is the tenant's responsibility to purchase insurance for their home contents.
- 12.3 The Property Management Assistant 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.

13.0 **TENANTS ALTERATIONS & IMPROVEMENTS**

- 13.1 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.
- 13.2 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 3**

14.0 **PLANNED MAINTENANCE**

- 14.1 A 30 year life cycle costing plan is in place for all newbuild/improved properties. The plan identifies cyclical and planned renewals over the period. The aim being to protect initial capital investment, reduce reactive repair costs and maintain the appearance of the stock. The Association will carry out regular surveys to up date the plan to ensure that the most up to date information is available when considering planned maintenance programmes.
- 14.2 The Association will set aside reserves on an annual basis to build a sinking fund which will enable us to meet our medium to long term investment requirements.

14.3 Cyclical and Planned Maintenance works will be subject to the Association's Competitive Tendering Policy & Procedures.

15.0 EQUAL OPPORTUNITIES

The Association promotes equal opportunities and will not discriminate between persons on grounds of gender or marital status, on racial grounds, or on grounds of disability, age, sexual orientation, language or social origin, or of other personal attributes, including beliefs or opinions, such as religious or political.

16.0 COMPLAINTS PROCEDURE

The Association aims to ensure that the service provided to residents is of the highest quality. If this is not the case, a complaints policy and procedure is in place to allow all residents or affected parties to state their grievance. The Scottish Public Service Ombudsman is the final stage of this process.

17.0 DELEGATED AUTHORITY/AUTHORITY TO INSTRUCT WORKS

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

17.2 The day to day management of the service is delegated to the Housing Services Manager. 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.

17.3 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 Assistant
£1501 - £5000	Housing Services Manager
£5001 - £10000	Invite 3 quotes
£10000 and over	Formal Tendering Procedures

18.0 POLICY REVIEW

15.1 It is recommended that this policy be reviewed every three years, however it may be reviewed earlier to reflect changes in legislation or good practice guidance.

15.2 Targets set will be reviewed annually

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		
Chimney stacks,pots/cowls	X		
Cisterns	X		
Clothes Poles	X		
Communal TV Systems	X		
Choked sink,WHB or WC pan	X		
Cupboards	X		
Damp proof course	X		
Decoration – internal		X	
Door bell			
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 heaters (provided by Landlord)	X		
Electrical plugs		X	
Electrical wiring, sockets & switches	X		

Entry systems	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			
Keys & key fobs (replacement)		X	2 No 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 & clothes lines		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		
Storage tanks	X		
Switches (electrical)	X		
Taps	X		
Tv aerials		X	Unless communal systems installed by us
Tv aerials communal sockets	X		
Ventilators	X		
Wash hand basin	X		
Washer on taps	X		
Washing machines for communal use	X		
Water heating	X		
Water supply	X		
WC	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 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 or misuse has caused the damage.

APPENDIX 2

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 to an open fire or boiler RTR1 DAY	A Blocked sink, bath or drain RTR1 DAY	Unsafe timber 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

CONTRACTOR'S DETAILS

To Accompany application for Inclusion on the Association's

LIST OF APPROVED CONTRACTORS

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:

**Housing Services Section
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. _____

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

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

NAME ORGANISATION	SUPERVISING OFFICER	TYPE OF WORK MAINT. OR CONTRACT

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 co-ordinating health and safety matters?

- (ii) Address and telephone number of above individual

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 computerised works order. Only Ruchazie Housing Association personnel, usually the Property Management Assistant, 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 endeavour 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 tradesman 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 form 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 loose plaster, wood shaving etc.
- Disturbance to occupiers by way of cutting off power supplies, arials 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:

Date _____

Company Title _____

APPENDIX 3

Qualifying Improvements - Right to Compensation for Improvements

1. The tenant must have the written consent of the Association prior to making the improvements. The Housing Services Manager 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 improvementTenants 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 tenancy 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 Buy, 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:

$$C \times \frac{(1 - Y)}{N}$$

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.

ANNEX 1

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	Draughtproofing 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