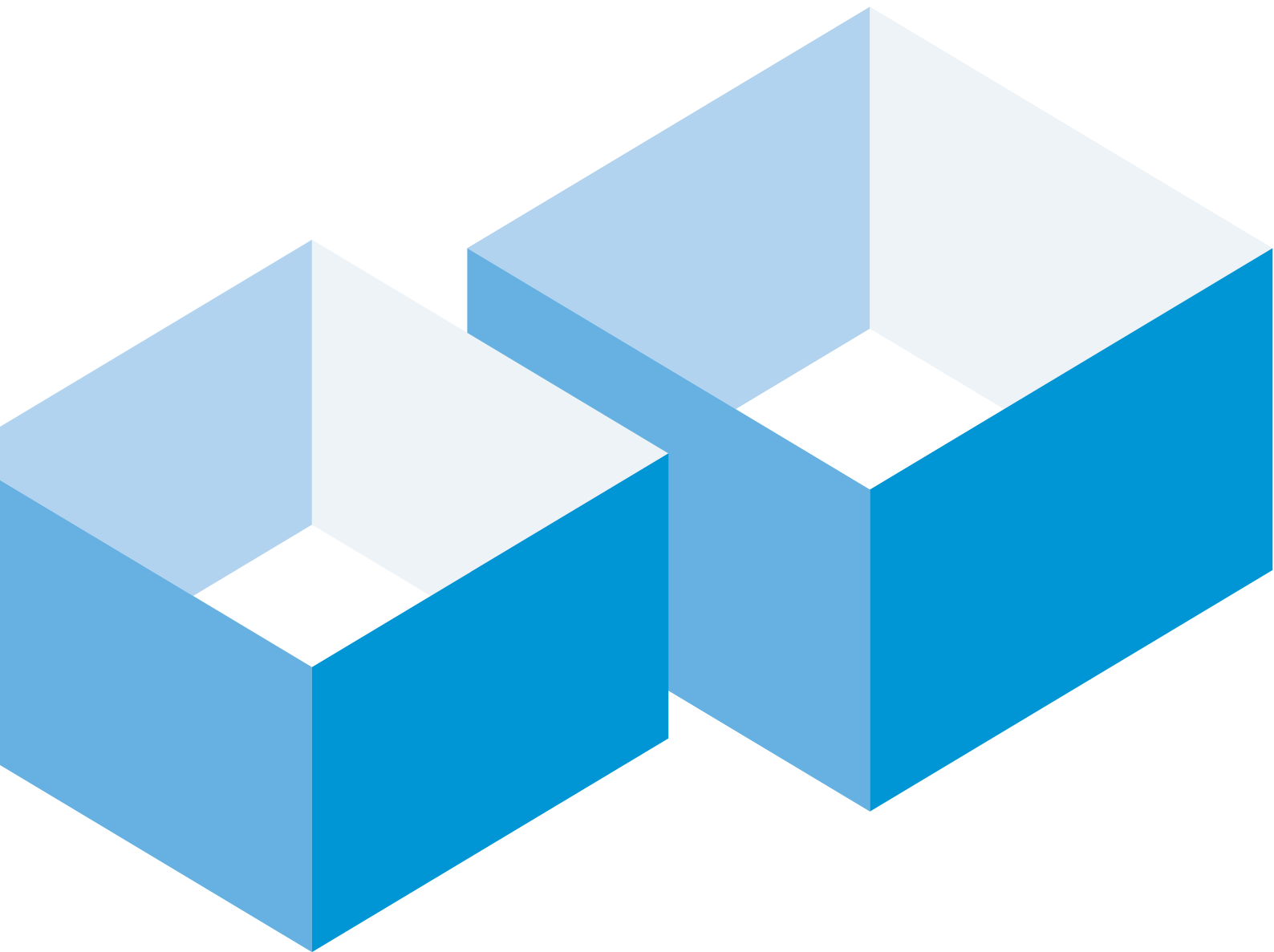




NHF Form of Contract 2023

Preliminaries



**Your challenges
expertly solved
in partnership**

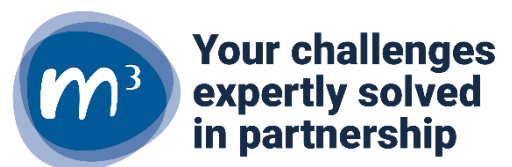
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PRELIMINARIES

**[Responsive Maintenance (including Emergency Works ordered during Normal Working Hours and including Mutual Exchange Gas and Electric Tests),
Call Handling,
Out of Hours Call Handling,
Out of Hours Emergency Works,
Disrepair Works,
Void Property Inspections,
Void Property Works,
Major Works,
Planned Works,
Disability Adaptation Works,
Servicing (including Safety Checks) and
Routine Maintenance of Installations,
Technical Inspections,
Property Health Checks/MOTs,
Handyperson Services, and
Estate Services]**

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1. GENERAL

1.1 Provider's costs

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

1.2 Notices required by Law - Provider responsibilities

- 1.2.1 The Provider must give all notices required by Law in connection with the Works.

1.3 Other contractors

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

2. INFORMATION TECHNOLOGY AND COMMUNICATIONS

2.1 Provider's communication systems

- 2.1.1 Throughout the Contract Period the Provider must keep available the Provider's IT System for the purposes of issuing and receiving e-mail, documents, and fax communications.
- 2.1.2 In order to facilitate the rapid execution of Emergency Works und urgent Responsive Repairs, the Provider must maintain fully functioning and manned direct telephones or similar communications (not answerphone) with the Client's Representative during Normal Working Hours.
- 2.1.3 The Provider must ensure that at all times during Normal Working Hours:
 - the supervisor in charge of all Works can be contacted by mobile phone or other form of communication Approved by the Client's Representative; and
 - the Provider can contact all members of Staff during Normal Working Hours.
- 2.1.4 The Provider must provide the Client's Representative with the name(s) and the telephone number(s) of Staff who are available outside Normal Working Hours to receive urgent or emergency Instructions relating to the Works.
- 2.1.5 The Provider must provide a communication facility with a local rate or free telephone number for the Client's Staff to use throughout the Contract Period.
- 2.1.6 The Provider must maintain the capability to contact Customers and the Client's residential Staff by email, mobile phone, text and telephone.
- 2.1.7 Where the Contract Details so require, the Provider must:
 - provide an email contact address, a low rate or freephone facility and/or an internet address for Customers to use for reporting repairs and to contact the Provider about appointments etc. The email address and freephone number must be printed on all correspondence and cards used by the Provider;

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- create the facility for Customers to self-diagnose (via diagnostic software) and/or self-schedule repairs via the Provider's IT System or the Client's IT System, including the ability for Customers to attach photographs and other documents to their repair request, and receive an electronic receipt of their repair request; and/or
- provide the ability for Customers to select suitable time and date slots for appointments via the Provider's IT System or the Client's IT System.

2.1.8 The Provider will be responsible for:

- providing all stationery;
- the installation and rental of any telephone lines necessary to receive and output information; and
- charges for calls initiated by the Provider's Staff.

2.2 **Linking the Client's IT System and Provider's IT System**

2.2.1 Where the Contract Details so provide, the Provider must interface or integrate the Provider's IT System business applications with the Client's IT System according to the Client's requirements as set out in the Client's IT Appendix appended to the Contract Details. Where this applies the Provider must establish a real time direct computer link between the Client's IT System (as specified in the Contract Details) and the Provider's IT System for the purposes set out in the Contract Details. By the date set out in the Contract Details. The exact timing of the introduction of this link is as set out in the Contract Details. The Provider must co-operate fully with the reasonable requirements of the Client in the development and introduction of this link.

2.2.2 The 2 (two) way electronic link must be able to be used for the functions set out in the Contract Details:

2.2.3 The electronic link may take any of the following forms (as agreed between the Client and Provider, each acting reasonably):

- the output of files from the Client's IT system for housing management in a format approved by the Client;
- the return of files by the Provider in a format approved by the Client suitable for loading on to the Client's housing management system;
- the creation of an e-mail link for sending messages and data files and sharing information; or
- access to the Client's IT System for housing management for limited viewing and updating of information.

2.2.4 Samples of file layouts will be forwarded to the Provider before implementation of the computer link. These do not cover every conceivable file that may be transmitted in either direction and are for guidance only as the layouts may change over time as systems evolve.

2.2.5 The Client will provide such training and software support on the Client's IT System as is reasonably necessary during the course of this Contract. General advice and further technical details may be obtained from the Client.

2.2.6 Subject to Paragraph 2.2.7 the Client must make the Client's IT System for housing management available between the hours of 9.00am to 5.00pm on each Business Day.

2.2.7 The Client may close down its IT System for housing management for maintenance. The Client must give reasonable notice to the Provider of such non-availability.

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2.2.8 The Provider must provide:

- any hardware and software required for the computer link (excluding any proprietary software forming a part of the Client's IT System(s) for housing management/and/or repairs);
- any amendments to the Provider's IT System which may be required to achieve compatibility;
- computer hardware of a sufficient capacity to support the operation of the Provider's IT System satisfactorily;
- a modem and a printer networked to the Client's computer system; and
- Staff services and supplies necessary to operate the Provider's IT System effectively and continuously through the Contract Period.

2.2.9 The Provider must access the Client's IT System and use the information on it only for the purpose of this Contract as set out in Clause 7.6.3 [*Client Data held on the Provider's IT System*] of the Contract Conditions.

2.2.10 The Provider must:

- keep the Provider's IT System available throughout Normal Working Hours other than during maintenance that has been notified to the Client as set out below;
- give reasonable notice to the Client if it is necessary to close down the Provider's IT System or any applications within it during Normal Working Hours for maintenance;
- provide initial training in accordance with the Client's IT Appendix and refresher training and software support as is reasonably necessary throughout the Contract Period.

2.3 **Provider's call centre or Call Handling software**

2.3.1 Where the Contract Details so provide, the Provider will provide Call Handling or Out of Hours Call Handling between the hours specified in the Contract Details, in addition to receiving out of hours requests, the Out of Hours Call Handling Service must also deal with follow up appointments on Responsive Maintenance.

2.4 **Remote Mobile Working**

2.4.1 Where the Contract Details so provide, the Provider must provide all Staff who may visit a Property in connection with the Works with a handheld mobile communication device that will enable:

- Orders to be received in real time;
- the completion of Orders to be recorded;
- follow-up appointments to be arranged where a first-time fix is not achieved;
- a "before and after" photographic record to be kept;
- "no access" information to be recorded via photograph and GPS location stamp; and
- other relevant documentation to be produced electronically (e.g., statutory records, Customer satisfaction surveys etc.,).

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2.4.2 Where Paragraph 2.4.1 applies the Provider must:

- send the above electronic information to the Client or the Client's IT System in real time via the Provider's IT System interface; and
- keep back-up copies of such information and retain them in accordance with Clause 5.13 [*Documents and Data*] of the Contract Conditions.

2.5 Co-location of Staff

2.5.1 Where the Contract Details so require, the Provider must co-locate the number of Call Handling, Works scheduling, supervisory and/or Contract management Staff alongside the Client's own staff at the premises stated in the Contract Details or such other premises as the Client's Representative requires or approves from time to time.

2.5.2 The Provider must pay a fee of the amount stated in the Contract Details for the use of any of the Client's premises at which Staff are to be co-located. This fee includes all electricity, gas, water, and utilities costs relating to the use of the Client's premises but does not include telephone costs or line rental, which the Provider must reimburse to the Client on a fair and reasonable basis, as determined by the Client's Representative. This fee shall be adjusted by Inflation on each Inflation Adjustment Date.

3. CUSTOMER LIAISON

3.1 Provider's responsibilities for liaison

3.1.1 The Provider must liaise with Customers at all appropriate times.

3.1.2 Where the nature or scope of the Works so warrants, the Provider must give proper notice to Customers before Works commence, informing them of:

- the starting date, likely duration, and actual progress of the Works;
- the likely impact of the Works on the Customer, and the level of disruption anticipated;
- any need for any scaffolding;
- the name and contact details of the person to contact if there are problems with the Works; and
- any other things required by the Contract Details.

3.1.3 The Client's Representative will seek to assist the Provider to resolve with individual Customers any problems of access to individual Properties.

3.2 Customer Liaison Officer

3.2.1 Where the Contract Details so require, the Provider must appoint one or more members of their Contract management team as a Customer Liaison Officer(s) to undertake the duties set out in the Appendix to the Contract Details headed "Customer Liaison Officer's Duties".

3.2.2 The Customer Liaison Officer(s) must carry an operational mobile pager/telephone at all times during Normal Working Hours and the hours during which Staff are undertaking any of the Works. The Provider must publicise the number of the mobile to all Customers.

3.3 Correspondence and materials

3.3.1 The Provider must provide translation facilities for Customers who do not understand English well.

3.3.2 All documentation used by the Provider must be multi-lingual in languages appropriate to the Customers.

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3.3.3 The text/layout of all the Provider's proposed correspondence with Customers including "request for access" cards must be approved in advance by the Client.

3.3.4 The Provider must give the Client's logo primacy on all their stationery, promotional material, vehicle livery, staff uniforms and signs relating to the Contract. Where possible, the Client's logo should be positioned in the bottom right corner, with the Provider's logo positioned bottom left. The Provider's logo should not have a greater visual impact than the Client's logo. Both logos must be of a similar size, legible and have enough clearance space around them.

3.4 Area office

3.4.1 Where the Contract Details require the Provider must maintain an office within the area stated in the Contract Details throughout the Contract Period.

4. STAFF

4.1 Staff of the Provider and Subcontractors

4.1.1 The Provider must ensure that all Staff undertaking the Works:

- are appropriately qualified, experienced, and competent to undertake the Works they undertake under this Contract;
- are properly trained and supervised;
- have been the subject of a DBS Check as required by the Preliminaries;
- where undertaking the types of Works specified in the Required Competencies Table have the competencies, experience and/or qualifications set out in it for the types of Works they undertake;
- do not undertake any Works they are not competent to undertake and advise a more senior member of Staff if they encounter Works that are or become beyond their level of competence; and
- do their utmost to promote and enhance the image and reputation of the Client through providing Customer-centered speedy, safe, and efficient maintenance and repairs arrangements.

4.1.2 The Provider must employ only Staff (other than Apprentices and Trainees) that:

- have received formal trade training;
- are experienced in undertaking maintenance or works of a similar nature to those under this Contract;
- hold a nationally recognised or accredited construction trade qualification and/or are registered under the Construction Skills Certification Scheme; and
- where undertaking the Works specified in the Required Competencies Table appended to the Contract Details have the competencies, experience and/or qualifications set out in it for those types of Works.

4.1.3 The Provider must ensure that, as far as reasonably practicable, the Staff undertaking the Works at the Properties comprise a steady and stable workforce which is dedicated primarily to delivering the Works under this Contract.

4.1.4 The Provider must ensure that all Staff undertaking the Works have been properly inducted and have undertaken recognised certified training courses on:

- asbestos awareness;
- the safe use of ladders and stepladders;

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- the procedures to be followed if there is a serious and imminent danger to health and safety;
- fire safety and ensuring fire prevention measures (including fire stopping) are not compromised;
- building safety (as soon as such courses become available);
- chainsaw operations in respect of tree surgery (for Staff providing grounds maintenance Estate Services);
- the safe use of pesticides (for Staff providing grounds maintenance Estate Services);
- Customer care; and
- any other subjects listed in the Contract Details.

4.1.5 All Staff undertaking the Works must:

- be properly and presentably dressed in appropriate uniforms or workwear;
- use appropriate personal protective equipment;
- maintain the highest standards of hygiene and courtesy;
- be provided with appropriate supervision, instructions, and information in particular to ensure that the Works can be carried out without risks to health and safety;
- be provided with information about training in relation to the risks identified in the Pre-construction Information and how to minimise them; and
- carry out the Works in as orderly and quiet a manner as is reasonably practicable having regard to the nature of the duties being performed by them.

4.1.6 Where a member of Staff (including an Apprentice or Trainee) does not have English as their first language the Provider must support, or must require the Subcontractor employing them to support, their learning English to promote good communication with Customers and effective health and safety practices.

4.1.7 The Provider must implement the principles of the Constructing Better Health Scheme in respect of all Staff employed on this Contract.

4.1.8 The Provider must ensure all Staff, Subcontractors and Suppliers maintain a rigid non-smoking regime, including at the Client's offices and other Properties.

4.1.9 The Provider must ensure that the consumption of alcohol and classified drugs is prohibited whilst Staff are at work and Staff are not at such time under the influence of alcohol, classified drugs or other drugs or medication which could affect their ability to deliver the Works.

4.1.10 The Provider must notify the Client's Representative if any member of Staff who has been undertaking Works for which a specific accreditation is required in accordance with the Required Competencies Table has that accreditation withdrawn, suspended, or made subject to conditions. The notification must give full details of the reasons for the withdrawal, suspension, or conditions. The Provider must immediately remove that member of Staff from the provision of the Works until they have regained the full accreditation require and replace them (either temporarily or permanently, as applicable) with a new member of Staff who is appropriately accredited for those Works. If the Client's Representative so requires, the Provider shall have such of the Works undertaken by the person whose accreditation has been withdrawn, suspended, or made subject to conditions as the Client's Representative requires checked by a competent person at the Provider's own expense.

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- 4.1.11 The Client's Representative may exercise the power in Clause 6.2.4 [*Licence to enter Properties*] of the Contract Conditions to require the Provider to remove any member of Staff from the Works if the Client's Representative is not satisfied in any way with that Staff member's clothing, conduct, manner, competency, qualifications, accreditations, workmanship, or ability.

4.2 Identification of Staff and vehicles

- 4.2.1 The Provider must ensure all Staff undertaking the Works carry an identification card in a form approved by the Client which contains the following details:
- a photograph of the member of Staff;
 - the Staff member's name;
 - the Provider's name, logo, address, and telephone number;
 - the Client's logo (where the Contract Details so require);
 - the expiry date of the card (which must not be after the Expiry Date of this Contract); and
 - a unique reference number.
- 4.2.2 Before the commencement of any Works the Provider must submit a list of the names, addresses, roles, and trades of all Staff who may work on this Contract. The Provider must update this list whenever changes in Staff occur.
- 4.2.3 The Provider must ensure that such identification is worn or available on each member of Staff carrying out the Works at all times. The Provider must keep a register of badges issued. The requirement for identification badges applies to all Staff (including those of Subcontractors) and visitors.
- 4.2.4 The Provider must ensure that all identification cards issued to the Provider's or Subcontractor's Staff are returned to Client on the termination of this Contract or when the Staff member leaves their employment.
- 4.2.5 All vehicles used by Staff in carrying out the Works must clearly and permanently bear both the Client's logo and the Provider's logo and name (irrespective of the ownership of the vehicle). The Client's logo must be at least as prominent as the Provider's logo and all vehicle branding must be approved by the Client's Representative.
- 4.2.6 All Staff must wear clean workwear, clearly and permanently bearing the Provider's logo, name, address, and telephone number as approved by the Client's Representative.

4.3 Provider's DBS Checks

- 4.3.1 Before any member of Staff first attends a Property to undertake any Works the Provider must, to the extent that the Provider is lawfully able to do so:
- question that member of Staff as to whether he or she:
 - has any convictions; and (where the performance of the Works may involve contact with children and/or vulnerable adults);
 - is on the Disclosure and Barring Service (or its successor's) children's list or vulnerable adults' list and, if so, whether he/she is cleared to work by them;
 - carry out a DBS Check of the most extensive kind available on that member of Staff having regard to the Works they will undertake under this Contract;

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- notify the results of such DBS Check to the Client; and
 - scrutinise each prospective member of Staff's employment history and take up references including asking their most recent former employer whether they have made any referral of misconduct for possible barring.
- 4.3.2 The Provider must procure that no person who discloses any convictions, who is found to have any convictions following the results of a DBS Check or any update of it or who is identified as not being suitable to work with children or vulnerable adults, is employed or engaged in any Works that may involve contact with children and/or vulnerable adults without the Client's prior written consent.
- 4.3.3 The Provider must:
- ensure that, to the extent that the Provider is legally able to do so, DBS Checks for all Staff are updated regularly through the Disclosure and Barring Services update service; and
 - notify the Client immediately if:
 - o any member of Staff receives a conviction subsequent to his/her commencement of employment; or
 - o the Provider becomes aware of an undisclosed previous conviction in relation to a member of Staff.
- 4.3.4 The Provider confirms and warrants that all Staff engaged in the Works will have been vetted and recruited as set out in this Paragraph 4.3.
- 4.3.5 Both the Client and the Provider must comply with any Code of Practice for Recipients of Disclosure Information as may be issued from time to time by the Disclosure and Barring Service.
- 4.4 **Vehicles – Provider's responsibilities**
- 4.4.1 The Provider must ensure that all vehicles used in the Works are roadworthy, have a valid MOT certificate (where necessary), are fit for purpose, taxed, and appropriately insured and that all Staff who drive them have the appropriate driving licences.
- 4.4.2 The Provider must ensure that vehicles bearing the Client's logo are used:
- solely for undertaking the Works;
 - only by Staff who are fit, qualified and competent to drive; and
 - in accordance with all applicable Law and Health and Safety Executive guidance.
- 4.4.3 On request from the Client the Provider must provide evidence that the Provider is complying with Paragraph 4.4.1 and 4.4.2.
- 4.5 **Code of Conduct and harassment**
- 4.5.1 The Provider and all Staff must comply with the Client's Contractor Code of Conduct and Service Standards appended to the Contract Details.
- 4.5.2 The Provider must:
- ensure that Staff do not abuse, harass, or unlawfully discriminate against any of the Client's staff or Customers;
 - ensure all Staff are trained in cultural sensitivity; and
 - take prompt and firm action against any employee responsible for abuse, harassment, or unlawful discrimination.

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- 4.5.3 The Provider must promptly report any alleged incident of abuse, harassment, or unlawful discrimination by any member of Staff to the Client, giving full details including how the complainant has been supported, any investigation undertaken and any action taken against the alleged perpetrator.
- 4.5.4 Any incident of abuse, harassment, or unlawful discrimination by any member of Staff is to be regarded as a Material Breach of this Contract. Such a breach may be remedied only by the Provider taking appropriate disciplinary action (as approved by the Client) against the perpetrator.

5. HEALTH & SAFETY POLICIES AND PROCEDURES

5.1 General requirements

- 5.1.1 Throughout the performance of this Contract the Provider must have full regard for the safety of all persons who may be affected by the Works.
- 5.1.2 The Provider must:
- keep all Properties, Equipment and Materials provided or used in connection with this Contract under control in an orderly and safe state;
 - adopt safe methods of work to protect the health, safety and welfare of all Staff, Customers and others including neighbours and members of the public;
 - comply with the Provider's own health and safety policies and procedures; and
 - maintain all lights, guards, fencing, warning signs or anything provided in the interests of health, safety and welfare as required by Law, any Statutory Authority or the Client's Representative.
- 5.1.3 The Provider must comply with:
- all Health and Safety Laws concerning the welfare and protection of Staff and other persons who may be affected by the Works; and
 - all approved Codes of Practice produced or approved by the Health and Safety Executive or its predecessors.
- 5.1.4 The Provider must notify the Client's Representative promptly and in any event within 24 (twenty-four) hours of first becoming aware of them of any health and safety hazards of which it becomes aware in undertaking the Works. The Provider must draw the attention of its Staff and the Staff of any Subcontractor who are working at the Property concerned to those hazards and any necessary associated safety measures.
- 5.1.5 On request from the Client the Provider must provide evidence that the Provider is complying with the health and safety requirements for this Contract as set out in this Paragraph 5.

5.2 Policies and procedures

- 5.2.1 Before commencing the Works, the Provider must supply the Client with copies of:
- its Health and Safety Policy, its Statement of Safety Policy issued to Staff, all codes of practice, operational guidelines and any other provisions and procedures it operates relating to health and safety (including those in connection with Materials which may be deleterious);
 - any procedures the Client or the Client's Representative must comply with when visiting any Properties whilst the Works are being undertaken; and
 - the Provider's Method Statement.

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- 5.2.2 At each office, depot, or base from which the Works are provided and any other location specified by the Client the Provider must keep available copies of all relevant Health and Safety Law, codes of practice, guidance, registers, operational guidelines, working practices, and safety policies and procedures applicable to the Works. These must be kept available for Staff to inspect and must be open to the inspection of the Client's Representative at any time when the Works are or may be carried out.
- 5.2.3 Before commencing any Works, the Provider must provide details of the following to the Client's Representative:
- the arrangements to manage health and safety;
 - risk assessments, (including those of all Subcontractors and any other contractors);
 - the Provider's proposals for mitigating any risks that cannot be designed out;
 - the approach to be taken in executing any identified high-risk operations;
 - the arrangements for monitoring compliance with Health and Safety Law; and
 - how the programme for the Works allows time to complete the Works without risks to health and safety.

5.3 Health & safety and Staff

- 5.3.1 The Provider must notify the Client of the names of:
- the person who is the principal point of contact responsible for all health and safety matters concerning the Works;
 - the 'competent person' or external consultant for the provision of 'health and safety' advice as required by the Management of Health and Safety at Work Regulations 1999 together with details of their professional health and safety qualifications (such as Member of the Institution of Occupational Safety and Health, Member of the International Institution of Risk and Safety Management or equivalent).
- 5.3.2 The Provider must notify the Client of changes to the persons referred to in Paragraph 5.3.1.
- 5.3.3 The Provider must provide an experienced safety supervisor available at all times during the execution of this Contract.
- 5.3.4 The Provider's health and safety person or safety supervisor must carry out regular safety checks of the Provider's operations during the Contract Period.
- 5.3.5 The Provider must provide the Client's Representative with a copy of the Provider's health and safety person's/supervisor's report within one week of each check. The report must include the Provider's comments on the actions and timescales for dealing with any health and safety concerns identified.
- 5.3.6 The Provider must ensure that all Staff and Subcontractors and their Staff:
- receive site-specific health and safety induction training and regular refresher training;
 - always have access to competent health and safety advice as required by Law; and
 - are consulted in relation to health and safety as required by Law.

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5.4 CDM Regulations

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

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

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5.5 Occupied Properties

- 5.5.1 When working in, on or adjacent to Occupied Properties, the Provider must provide for the efficient protection of the public, including Customers, the Client's staff, all persons occupying or using the Properties or adjoining properties and trespassers.
- 5.5.2 The Provider must:
- safeguard access to the Properties through continuously maintaining existing accesses or, if necessary, providing alternative accesses to lifts, staircases, lobbies, hallways, corridors and refuse facilities;
 - ensure that all Works within the common parts of each building proceeds in an orderly and safe manner; and
 - take all reasonable steps to ensure that corridors, staircases, lifts, refuse chutes, intake cupboards or WCs are not obstructed with Equipment or Materials;
 - provide proper footways, guardrails, and other protective measures where necessary; and
 - provide and maintain temporary access facilities.
- 5.5.3 Where scaffolding is erected over or adjacent to an entrance which is to remain in use, an effective screen and fans must be provided.
- 5.5.4 The Provider must not block any access of Customers or the public to estate roads, parking areas or pathways during the Works.
- 5.5.5 Materials must be distributed on a day to day basis and must not be stored on site at any of the Properties.
- 5.5.6 The Provider must remove all rubbish, plant, tools, and Materials from areas used by the public to a central storage point as Work proceeds (and specifically at the end of each Working Day) and on completion of the Works.
- 5.5.7 On no account may refuse chutes, refuse chambers, intake cupboards or WCs be used for the disposal of waste.
- 5.5.8 The Provider must properly clean all floors, woodwork, steps, and yards and clear out all channels, outlets, gutters, regularly during the Works and on their completion so as to leave the Properties in a clean and fit condition for occupation.

5.6 Site security and the safety of children

- 5.6.1 The Provider must take all reasonable precautions to prevent injury to children including:
- appropriate precautions to discourage and/or prevent trespass (including erecting an adequate perimeter fence where appropriate);
 - immobilising and making safe all Equipment (including vehicles);
 - erecting guarding to edges of excavations etc;
 - stacking Materials in a safe manner to prevent their easy displacement;
 - preventing access to and safely storing hazardous Materials;
 - preventing access to elevated areas and scaffolding; and
 - preventing access to electricity supplies and other sources of energy.
- 5.6.2 The Provider must not use guard dogs for site security.

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5.7 **Warning notices**

- 5.7.1 The Provider must provide warning notices to warn Customers and the public of dangerous operations, Equipment and chemicals and freshly applied Materials.
- 5.7.2 Warning notices and safety signs must:
- conform to the Health and Safety Law; and
 - be securely fixed and in a prominent position where they can be properly seen.

5.8 **Access**

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

5.9 **Scaffolding**

- 5.9.1 The Provider must provide scaffolding for the Works where required by Regulatory Requirements.
- 5.9.2 Moveable towers can be used where Regulatory Requirements allow this. This is also subject to the approval of the Client's Representative for scaffolding above the equivalent of the ridge line of a two storey Property.
- 5.9.3 Only light short-term Work may be done from ladders where this is in line with the Code of Practice for Ladders.
- 5.9.4 Working platforms required at heights of 2 (two) metres and above must be carried by a properly constructed scaffold. Scaffold may be provided at lower levels.
- 5.9.5 The Provider must obtain:
- a licence from the highways authority where scaffold is to be constructed on or over the public highway; and
 - permission from the adjoining landowner to occupy the space where scaffolding is erected over an adjoining property.
- 5.9.6 Where scaffold is to be constructed on or over the public highway the Provider must:
- consult the highways authority as to whether lighting or any other form of warning is required;
 - if so, provide this (with any electrical supply being of a maximum of 100 volts); and
 - notify the police where, when and for how long, the scaffold is to be in place.

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- 5.9.7 Before erecting any scaffold to which Paragraph 5.9.5 applies, the Provider must provide evidence to the Client's Representative that the permissions referred to in that Paragraph have been obtained and, where applicable, the notifications under Paragraph 5.9.6 have been given.
- 5.9.8 The Provider must ensure that any temporary roofs are properly designed and secured and must provide calculations and drawings to the Client's Representative (for checking and approval).
- 5.9.9 Before the erection of any scaffolding to three storeys and above, the Provider must:
- submit an engineer's design of the scaffold to the Client's Representative for checking and approval;
 - when erected, supply a certificate from a Member of the Institute of Structural Engineers indicating the scaffolding is in good condition and complies in all respects with all relevant Codes of Practice; and
 - similarly certify any alteration to the scaffold.
- 5.9.10 All scaffolds must be constructed in accordance with:
- Work at Height Regulations 2005 (as amended);
 - BS EN12811 – 1 or equivalent; and
 - either:
 - o NASC Technical Guidance TG20 for tube and fitting scaffolds; or
 - o the manufacturer's guidance for system scaffolds.
- 5.9.11 For all scaffolds:
- approved materials in good condition must be used;
 - all components must be inspected prior to use;
 - sole plates must carry a minimum of 2 (two) standards and wherever possible be placed parallel to the face of the building;
 - they must be rigid and constructed on a solid foundation;
 - standards must be upright at all times;
 - ledgers must be horizontal and fixed with load bearing coupler;
 - gaps in working platforms must not exceed 25mm wide and where necessary the inside boards must be secured to achieve this. No gap is to exceed 6 (six) square inches anywhere. Where third parties are at risk, no gaps are acceptable – nothing must be allowed to fall through or off the platform;
 - sufficient positive ties to the main walls of buildings must be fitted;
 - fans and/or working areas over entrances and exits must be fully double boarded with a continuous membrane between to stop any matter falling through;
 - where hoists are erected in scaffold, extra ties must be used to prevent vibration of the scaffold;
 - toe boards and guard rails must be fitted to working or access platforms and to stairs where people working on them could fall 2 (two) metres or more;
 - Materials must not be thrown, tipped, or allowed to fall off the scaffolds or working platforms;

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- when partially erected or partly dismantled a notice saying “Do not use” must be displayed on the scaffold; and
 - the scaffold must be made unclimbable at all times when not in use for undertaking the Works.
- 5.9.12 Scaffold requiring protection from lightning strike in accordance with the IET Wiring Regulations and BS 6651 or equivalents, must be certified by a qualified electrical engineer, when first erected and with regular testing and a certificate being provided at not less than monthly intervals. Copies must be provided to the Client’s Representative.
- 5.9.13 Scaffold must be erected, dismantled, and altered:
- by competent persons;
 - where the scaffolding is over 5m (five meters) high, under the supervision of a person trained and certificated under the Construction Industry Scaffolders Registration Scheme (or equivalent approved by the Client’s Representative);
 - in accordance with either:
 - o NASC Guidance Document SG4 for tube and fitting scaffolds; or
 - o the manufacturer’s instructions for system scaffolds; and
 - so that at all times windows are openable by the occupants from the inside.
- 5.9.14 Scaffolding must be inspected by the Provider’s ‘competent person’ at least every 7 (seven) days. The Provider must correct any faults found immediately. A record of such inspections and the Provider’s report must be submitted to the Client’s Representative within 1 (one) Working Day of each inspection.
- 5.9.15 Where the Client’s Representative advises the Provider of this, the Provider must allow another contractor working directly for the Client to use scaffolding erected by the Provider, subject to that contractor agreeing to comply with any health and safety requirements in relation to the use of that scaffolding reasonably required by the Provider.
- 5.9.16 Scaffolding must be struck within 1 (one) week of the Client having advised the Provider that the Works have been satisfactorily completed, unless the Client requires the scaffolding to be maintained for another contractor working directly for the Client. In these circumstances:
- the scaffolding must be struck within 1 (one) week of the Client having advised the Provider that the scaffolding is no longer required; and
 - the Client must pay the Provider for the use of the scaffolding by the Client’s other contractor at the rates payable for the use of scaffolding under the Price Framework (even where the payment for the scaffolding to be erected and maintained for the Works was included in the Rates).
- 5.9.17 Payment for scaffolding is either included in the Rates or payable separately in accordance with the Price Framework.

5.10 **Asbestos**

- 5.10.1 The Contract Details state:
- whether an asbestos register has been prepared or is being prepared by the Client; or
 - it if has been prepared, whether it is being updated; and
 - whether a copy will be provided to the Provider before the Commencement Date or as soon as it is available.

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- 5.10.2 All Work involving asbestos that comprises Asbestos Licensed Works under the Control of Asbestos Regulations 2012 may be undertaken only by an Asbestos Licensed Contractor.
- 5.10.3 If during the course of any Work the Provider discovers the presence of any Materials suspected or known to contain asbestos and such Materials have not been previously notified to the Provider as containing or possibly containing asbestos, the Provider must:
- immediately cease the Works;
 - ensure the Works are left in a safe and satisfactory condition with no danger and as little inconvenience as possible to the Customer;
 - seek Instructions from the Client's Representative; and
 - respond in accordance with those Instructions.
- 5.10.4 All Works undertaken must comply with or better the requirements of all Approved Codes of Practice and guidance notes.
- 5.10.5 If the Client's Representative confirms or has previously confirmed the presence of asbestos but the Works are not Asbestos Licensed Works, the Provider must carry out the Works in accordance with the task guidance sheets as contained within the "Asbestos Essentials Task Manual" published by HSE Books for building, maintenance, and allied trades on non-licensed asbestos work.
- 5.10.6 Any Materials containing asbestos that are to be disposed of as waste must be:
- encapsulated and treated in an approved manner as special waste; and
 - must be disposed of only at a site licensed as an approved disposal point to accept asbestos.
- 5.10.7 The Contract Details state whether the following works are to be undertaken under this Contract by the Provider or a Subcontractor in accordance with Clause 5.3 [*Specialist Works and associated requirements*] of the Contract Conditions (as applicable) or by an asbestos Consultant or Asbestos Licensed Contractor engaged directly by the Client (as applicable). The Works to which this applies are:
- asbestos surveys in respect of any suspected asbestos;
 - asbestos surveys of Void Properties; and/or
 - the removal or encapsulation of materials known to contain asbestos and classified as Asbestos Licensed Works.
- 5.10.8 Where the Contract Details for Paragraph 5.10.7 state that the works referred to in Paragraph 5.10.7 are to be undertaken by a Consultant or Asbestos Licensed Contractor engaged directly by the Client, the Provider must, when so instructed by the Client's Representative:
- co-ordinate the access and other arrangements for the Client's asbestos Consultant or Asbestos Licensed Contractor;
 - give them at least 24 (twenty-four) hours' notice of the time when the Property is ready for them either to undertake the survey and/or the removal or encapsulation of the asbestos containing material; and
 - use all reasonable endeavours to have the survey and/or removal or encapsulation work undertaken promptly with a view to the Order being completed with its Response Period and Target Completion Date (as applicable).

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5.11 Excavations

5.11.1 The Provider must:

- adequately fence, shore, and protect all excavations;
- erect suitable warning notices (in accordance with Paragraph 0 [*Warning Notices*]); and
- provide stop blocks or similar barriers to stop vehicles from maneuvering too close to the edge of excavations.

5.12 Fire hazards/precautions

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

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

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

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

5.12.4 No flammable liquids or compressed gases may be kept within any Property or building, except in such quantities as may reasonably be required for a single day's work. Liquid propane gas is banned from all buildings over 5 (five) storeys high.

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

5.13 Dangerous substances (COSHH, asbestos and lead)

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

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

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

5.14 Invasive Alien Species

5.14.1 The Contract Details state whether the Client is aware of current or historical incidences of Invasive Alien Species on or adjoining Areas covered by this Contract.

5.14.2 Where the Client is aware of current or historical incidences of Invasive Alien Species on or adjoining Areas covered by this Contract these Areas are shown on the Area Map.

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5.15 Reporting of accidents and dangerous occurrences (RIDDOR)

- 5.15.1 The Provider must make adequate arrangements for reporting accidents and dangerous occurrences as required by the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 ("**RIDDOR**").
- 5.15.2 In a prominent position in each office or depot at which Staff undertaking the Works are based, the Provider must keep a list of the addresses and telephone numbers for:
- the nearest hospital with casualty facilities; and
 - the Health and Safety Executive Local Office.
- 5.15.3 The Provider must notify the Client's Representative and any Principal Designer immediately of any accident or incident that is notifiable under RIDDOR. The Provider must supply the Client's Representative with copies of all reports (including the F2508) within 7 (seven) days of each accident or incident.

5.16 Incidents, prosecutions, and notices

- 5.16.1 The Provider must notify the Client's Representative immediately and in any event within 2 (two) Business Days of becoming aware of any:
- incident occurring in the performance of the Works which might lead to any personal injury or damage to any Property that could give rise to a risk of personal injury;
 - prosecution, potential, pending or likely prosecution or conviction of the Provider, any Subcontractor, or any member of Staff for any offence under Health and Safety Law in connection with the Works;
 - improvement, prohibition, enforcement or stop notice served by the Health and Safety Executive or other Statutory Authority in connection with the Works; or
 - any other actual or anticipated action against the Provider under Health and Safety Law in connection with the Works.
- 5.16.2 The Provider must provide the Client's Representative with copies of all documents received in connection with such prosecution or notice and such other information as the Client's Representative requires.

6. ORDERS, RESPONSE PERIODS, TARGET COMPLETION DATES AND PROGRAMMES

6.1 Issue of Orders – Client procedures

- 6.1.1 The Client will receive requests for repairs either by telephone, fax, e-mail, personal visit or via its call centre. This request may come from a Customer or from a member of the Client's residential staff, a caretaker, a neighbourhood officer, a member of the Client's surveying staff or from the Provider's Staff (including when undertaking Servicing or Periodic Tasks).
- 6.1.2 The Client may issue verbal Orders on behalf of the Client's Representative. Any action taken by the Provider before receiving a written Order is at the Provider's own risk.
- 6.1.3 The Client will:
- enter each repair request on the Client's IT System as soon as practicable after its receipt; and
 - identify the scope and nature of the repair required.

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- 6.1.4 The Client's IT System will issue an Order on behalf of the Client's Representative when the repair has been entered into the Client's IT system. Where Paragraph 2.4.1 [*Remote Mobile Working*] applies, Orders may be issued direct to the Provider's Staff. No payment will be made for any Work undertaken without a written Order.
- 6.1.5 The Client's IT System or Client Representative will issue a written Order confirming any verbal Order received from the Client or the Client's Representative within 5 (five) Business Days of the verbal Order. Where Paragraph 2.4.1 [*Remote Mobile Working*] applies, Orders may be issued direct to the Staff. No payment will be due for any Works undertaken without a written Order.
- 6.1.6 Responsive Maintenance Works will not normally have been the subject of pre-inspection by the Client's Representative and therefore the Order may give only an indicative notification of the Work required.
- 6.1.7 The Client may issue a confirmation of the repair request to the Customer when the Order has been issued.
- 6.1.8 Due to variations in the volume of Works available at any time, it is not possible to guarantee continuity of Work. Orders may be issued on a random day to day basis or when Works are required and the Provider should allow for irregular workload patterns.
- 6.1.9 Any Responsive Maintenance required to Works that are within their Defects Liability Period is to be undertaken by the Provider at the Provider's own cost even if an Order is issued for those Works unless the Provider satisfies the Client that the need for the Responsive Maintenance is not due to a Defect.

6.2 **Annual Programme for Planned Works**

- 6.2.1 At least 20 (twenty) Business Days before the start of each Financial Year, the Client will provide to the Provider such information that the Client wishes the Provider to use to produce the Annual Programme for Planned Works for that Financial Year.
- 6.2.2 Within 10 (ten) Business Days of receiving the Annual Programme planning information under Paragraph 6.2.1, the Provider must prepare an Annual Programme for the Planned Works in accordance with Paragraph 6.2.3 and send it to the Client's Representative.
- 6.2.3 The Annual Programme must be in the form of Gantt or bar chart and must comply with any specific requirements notified by the Client's Representative to the Provider. In particular, the Annual Programme must show:
 - the Planned Works to be undertaken during the Financial Year, how they are phased into separate Schemes, the programmed starting and completion dates for each Scheme (including any differences from the Clients proposed starting and completion dates for each Scheme in the information provided under Paragraph 6.2.1, if applicable), the Properties within each Scheme and the precise Planned Works to be undertaken to those Properties as part of that Scheme; and
 - a draft detailed programme for each Scheme showing the sequencing of the Planned Works within each individual Property.
- 6.2.4 The Provider must have regard to any comments from the Client's Representative on the Annual Programme and draft Scheme Programmes, but the Provider shall be solely responsible for programming the Planned Works. However, the Provider must make any changes to the Annual Programme (at no cost to the Client) that the Client's Representative requires in order to suit the operations of the Client and/or Customers.

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6.3 Scheme Programmes for Planned Works and Major Works

- 6.3.1 The Provider shall produce and send to the Client's Representative an actual Scheme Programme for each Scheme:
- at least 15 (fifteen) Business Days before the date set for the commencement of each Scheme of Planned Works in the Annual Programme; and
 - within 10 (ten) Business Days of a request from the Client's Representative in relation to Major Works.
- 6.3.2 Each Scheme Programme for Planned Works must be based on the Annual Programme and draft Scheme Programme provided under Paragraph 6.2 [*Annual Programme for Planned Works*].
- 6.3.3 Each Scheme Programme must show:
- a list of the Properties included in the Scheme;
 - the periods for Customer consultation, scheduling, design, and approvals;
 - any information the Provider requires from the Client and the latest date(s) for the Client to provide that information without impacting on the timetable for the Planned Works or Major Works (as applicable);
 - the period for erecting and striking scaffolding (if required) at each Property;
 - the proposed starting date and programmed completion dates for the Planned Works or Major Works (as applicable); to each Property and the Scheme;
 - the sequencing of the Planned Works or Major Works (as applicable);
 - [the period for giving instructions in respect of additional Works that may be encountered;]
 - a reasonable "float" period for undertaking additional Works; and
 - all key/critical dates and milestones.
- 6.3.4 Subject to Paragraph 6.3.5, the Provider must revise the Scheme Programme to take account of any Instructions issued by the Client's Representative that impact on the duration, sequencing of the Works or disruption to Customers. The Provider must provide an updated Scheme Programme within 3 (three) Business Days from receipt of the Instruction (or confirmed Instruction under Paragraph 6.3.5) from the Client's Representative.
- 6.3.5 If an Instruction from the Client's Representative, either to revise the Scheme Programme or which requires a revision to the Scheme Programme to implement, might result in additional costs being payable by the Client, the Provider must provide full details of such costs to the Client's Representative (in such detail as the Client's Representative requires) within 2 (two) Working Days of receiving the Instruction. The Provider shall not implement any such Instruction unless the Client's Representative confirms that the Provider should do so and accepts the additional costs payable.
- 6.3.6 If the Provider fails to provide full details of any additional costs to the Client of a revision to a Scheme Programme at the time of the Instruction no additional costs will be due to the Provider as a result of that change.
- 6.3.7 Subject to Paragraphs 6.4 [*Issue of Orders and pre-inspections for Planned Works and Major Works*] and 6.5 [*Preparation and approval of Designs, schedule, Budget and Order Programme*], the Provider must undertake the Planned Works or Major Works (as applicable) in each Scheme in accordance with the Scheme Programme for that Scheme.

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- 6.3.8 If the Provider wishes to change or depart from the Scheme Programme for a Scheme, the Provider must request permission to make a change to the Scheme Programme from the Client's Representative. Any such proposed change must be at no extra cost to the Client and shall be subject to the approval of the Client's Representative whose decision shall be final.

6.4 **Issue of Orders and pre-inspections for Planned Works and Major Works**

- 6.4.1 The Client's Representative will issue each Order for Planned Works or Major Works to a Property or Scheme in accordance with the Provider's Scheme Programme for that Scheme.
- 6.4.2 The Client may issue verbal Orders on behalf of the Client's Representative. Any action taken by the Provider before receiving a written Order is at the Provider's own risk.
- 6.4.3 The Client's Representative will issue a written Order confirming any verbal Order received from the Client or the Client's Representative within 5 (five) Business Days of the verbal Order. [Where Paragraph 2.4.1 [*Remote Mobile Working*] applies, Orders may be issued direct to the Provider's Staff.] No payment will be made for any Works undertaken without a written Order.
- 6.4.4 Planned Works and Major Works will not normally have been the subject of pre-inspection by the Client's Representative and therefore the Order may give only an indicative notification of the Works required.
- 6.4.5 Within 10 (ten) Business Days of receiving an Order for Planned Works or Major Works the Provider shall inspect the Properties within the Scheme to which the Order relates. Where the Client's Representative so requires in the Order this must be a joint inspection with the Client. The purpose of the joint inspection is to agree the methodology for future surveys and scoping of the Planned Works or Major Works (as applicable), and to pilot the Provider's procedures for programming, access arrangements, appointment logging systems, Customer liaison and consultation, and Budget preparation.

6.5 **Preparation and approval of Designs, schedule, Budget, and Order Programme**

- 6.5.1 Within 2 (two) Business Days of the date on which the inspections under Paragraph 6.4.5 [*Issue of Orders and pre-inspections for Planned Works and Major Works*] are fully completed, the Provider shall:
- prepare all Designs for the Planned Works or Major Works (as applicable);
 - schedule those Planned Works or Major Works (as applicable) in accordance with the Schedule of Rates and Price Framework;
 - prepare a Budget for those Planned Works or Major Works (as applicable) in accordance with the Price Framework; and
 - prepare an Order Programme for that Order in accordance with the Scheme Programme.
- 6.5.2 The Provider shall have sole responsibility for the design of the Planned Works or Major Works (as applicable) including any design prepared by or on behalf of the Client. Any such design prepared by or on behalf of the Client shall be deemed to be the Provider's Design. When designing Planned Works or Major Works, the Provider must, as far as practicable, consult with Customers, as required by the Client, to ascertain each Customer's choices in relation to "Customer choice items".
- 6.5.3 Within 15 (fifteen) Business Days of the date of each Order for Planned Works or Major Works, the Provider shall provide the Design, schedule of Works, Budget, and Order Programme to the Client's Representative for approval.

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- 6.5.4 If the Client's Representative accepts the Design, schedule of Works, Budget and Order Programme for that Order the Provider shall undertake the Order for the Planned Works or Major Works (as applicable) in accordance with them.
- 6.5.5 If the Client's Representative requires changes to the Design, schedule of Works, Budget, or Order Programme in order to give approval, the Provider shall make such changes as the Client Representative reasonably requires.
- 6.5.6 If the Client's Representative indicates that they are not prepared to accept any Design, schedule of Works, Budget or Order Programme or the Provider is not prepared to make any changes to them required by the Client's Representative, the Order for those Planned Works or Major Works (as applicable) shall lapse. The Provider shall not be liable to the Client for any failure to undertake those Planned Works or Major Works (as applicable) and the Provider will not be entitled to any payment for the preparatory work for that Order.
- 6.5.7 The Provider must not commence any Planned Works or Major Works until the Client's Representative has accepted that the Design, schedule of Works, Budget and Order Programme complies with the Client's requirements in accordance with this Contract.

6.6 **Provider pre-inspections**

- 6.6.1 Works will not normally have been the subject of pre-inspection by the Client's Representative and therefore the Order may give only an indicative notification of the Works required.
- 6.6.2 For all Works, the Provider must carry out all pre-inspections the Provider requires in order to identify the Works required so that they can be completed at the first visit.
- 6.6.3 The Provider must take "before" photographs and/or video records showing the Works required either during a pre-inspection or before commencing the Works.
- 6.6.4 For Void Property Works when pre-inspecting the Provider must schedule the Works required. Where applicable the schedule of Works must also list separately:
- Works that would generally be funded from capital; and
 - Works the cost of which is to be recharged to Customers.

6.7 **Surveys to produce Servicing Programmes or Estate Services Programmes**

- 6.7.1 Where the scope of any Servicing or any Estate Services has not been established by the Client, the Provider shall undertake a joint survey with the Client's Representative of such of the Properties, Blocks and/or Areas (as applicable) for which the Servicing is, or Estate Services are, required as the Client's Representative requires.
- 6.7.2 The purpose of the joint survey is to establish the scope of the Works required and the Annual Price payable for those Works. During the joint inspection the Client's Representative and the Provider shall also determine the methodology for future surveys and pilot the Provider's procedures for programming, access arrangements, appointment logging systems, Customer liaison and consultation, and the build-up of the Annual Price for that Servicing Programme from the Prices for each Property or Block.
- 6.7.3 The Provider must not commence the Servicing of any Properties or Blocks which the Provider has surveyed or the provision of Estate Services to any Areas the Provider has surveyed until the Client issued an Order for that Servicing or those Estate Services (as applicable) following acceptance by the Client of the scope of Works and Annual Price for that Servicing.

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6.8 Servicing Programmes and Estate Services Programmes

- 6.8.1 At least 20 (twenty) Business Days before the start of each Contract Year, the Provider must prepare and submit to the Client's Representative:
- annual Servicing Programmes for the Servicing of such of the following as are specified in the Contract Details:
 - o Heating Appliances and Heating Installations;
 - o Electrical Installations;
 - o Fire Safety Installations;
 - o Lifting Installations;
 - o [Mechanical Installations;] and
 - Estate Services Programmes of Periodic Tasks for such of the following Estate Services as are specified in the Contract Details:
 - o building cleaning;
 - o window cleaning; and
 - o grounds maintenance.
- 6.8.2 Each Servicing Programme must demonstrate how the Provider will carry out all Servicing in a regular and sequential manner and within the Servicing Period(s) stated in the Contract Details in each Contract Year. It must be in the form of a Gantt chart or similar setting out:
- a list of the Properties or Installations to which (as applicable) the Servicing is to be undertaken;
 - the date by which Servicing (including Safety Checks) need to be completed for each Property or Installation;
 - the periods for Customer consultation and liaison;
 - any information the Provider requires from the Client and the latest date(s) for the Client to provide that information without impacting on the timetable for the Servicing;
 - the period for erecting and striking scaffolding or other means of access (if required) at each Property;
 - the proposed starting date and Target Completion Dates for the Servicing to each Property;
 - the sequencing of the Works;
 - the period within which the Client's Representative may issue Orders for any Routine Maintenance that may be encountered on Site;
 - a reasonable float period within which additional Works that become apparent on Site are to be undertaken; and
 - all key/critical dates and milestones.
- 6.8.3 Each Estate Services Programme must demonstrate how the Provider will provide Estate Services in a regular and sequential manner. It must be in the form of a Gantt chart or similar setting out:
- a list of the Properties, Blocks and/or Areas to which the Estate Services are to be provided;

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- the date on which or by which each Periodic Task is to be undertaken for each Property, Block and/or Area;
 - the Customers that are to be notified of the date on which each Periodic Task is to be undertaken and the period (before the date on which the Periodic Task is to be undertaken) within which they are to be notified;
 - the period for erecting and striking scaffolding or other means of access (if required) at each Property;
 - the sequencing of the Works;
 - the period within which the Client's Representative may issue Orders for any Routine Maintenance that may be encountered on Site;
 - a reasonable float period within which additional Works that become apparent on Site are to be undertaken;
 - any information the Provider requires from the Client and the latest date(s) for the Client to provide that information without impacting on the timetable for those Periodic Tasks; and
 - all key/critical dates and milestones.
- 6.8.4 The Provider must have regard to any comments from the Client's Representative on a provisional Servicing Programme or Estate Services Programme, but the Provider shall be solely responsible for programming the Servicing and Estate Services. The Provider must make any changes to a provisional Servicing Programme or Estate Services Programme (at no cost to the Client) that the Client's Representative requires to suit the operations of the Client and/or Customers.
- 6.8.5 The Provider must revise an agreed Servicing Programme or Estate Services Programme when necessary to take account of any Instructions issued by the Client's Representative relating to the duration, sequencing of the Works or disruption to Customers. The Provider must provide the amended Servicing Programme or Estate Services Programme (as applicable) to the Client's Representative within 3 (three) Business Days from receipt of the instruction by the Client.
- 6.8.6 If an Instruction from the Client's Representative, either to revise and agreed Servicing Programme or Estate Services Programme or which requires a revision to the Servicing Programme or Estate Services Programme to implement, might result in additional costs being payable by the Client, the Provider must provide full details of such costs to the Client's Representative (in such detail as the Client's Representative requires) within 2 (two) Working Days of receiving the Instruction. The Provider shall not implement any such Instruction unless the Client's Representative confirms that the Provider should do so and accepts the additional costs payable.
- 6.8.7 If the Provider fails to provide full details of any additional costs to the Client of a revision to a Servicing Programme or Estate Services Programme (as applicable) at the time of the Instruction no additional costs will be due to the Provider as a result of that change.
- 6.8.8 If the Provider wishes to change or depart from a Servicing Programme or an Estate Services Programme the Provider must request permission to make a change to that Servicing Programme or Estate Services Programme (as applicable) from the Client's Representative. Any such proposed change must be at no extra cost to the Client and shall be subject to the approval of the Client's Representative whose decision shall be final.

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6.8.9 Following the issue of an Order, the Provider shall undertake all Servicing in accordance with the Servicing Programme and all Periodic Tasks in accordance with the Estate Services Programme (as applicable) to which the Order relates.

6.8.10 If the Provider fails to undertake any Servicing Visit to any Property by the deadline for that Servicing Visit as set out in the Servicing Programme, the Client may employ other contractors to carry out and complete the Servicing and recover the costs referred to in Clause 12.3.2 [*Diversification or suspension of Orders*] of the Contract Conditions from the Provider.

6.9 Response Periods and Target Completion Dates

6.9.1 The Client's IT System will generate:

- a Response Period for each Order for Responsive Maintenance, Routine Maintenance, Disrepair Works, Void Property Works, Disability Adaptation Works, Technical Inspections, Occupational Therapist Inspections, Void Property Inspections and Optional Tasks in accordance with this Paragraph 6.9 based on the priority of that Order determined by or on behalf of the Client's Representative in accordance with Paragraphs 6.9.2 and 6.9.3; and
- a Target Completion Date for each Order for Planned Works, Major Works, Disrepair Works, Disability Adaptation Works, or Servicing or for the Works to each Property affected by that Order.

6.9.2 The Response Periods and Target Completion Dates are as set out in the Contract Details. The categorisation of Works for the purpose of Response Periods and Target Completion Dates will be as set out in the Order based on the Schedule of Rates assigned priority for that type of Works. This priority may be adjusted by the Client's Representative before the issue of the Order to the Provider due to:

- issues such as the vulnerability of the Customer;
- the nature of the Works;
- the volume of Orders being issued at the time; or
- any other circumstances the Client's Representative deems relevant.

6.9.3 The Response Periods for Routine Maintenance apply only to Routine Maintenance that the Provider does not carry out at the same time as the Servicing and run from the date of the Servicing Visit at which the need for Routine Maintenance was identified.

6.9.4 The Target Completion Dates for Planned Works, Major Works, Disrepair Works, Disability Adaptation Works, and Servicing to a Property will be the number of Working Days stated in the Contract Details after the Provider has commenced the Works to that Property. This will vary according to the type of Planned Works, Major Works Disrepair Works or Disability Adaptation Works being undertaken and may also be varied by the Client's Representative due to the factors set out in Paragraph 6.9.2. The categorisation of Planned Works, Major Works, Disrepair Works, and Disability Adaptation Works types shall be as set out in the Contract Details.

6.9.5 The Client's Representative will make reasonable efforts to determine the priority of each Order for Responsive Maintenance, Routine Maintenance, Disrepair Works, Void Property Works, Disability Adaptation Works, Technical Inspections, Occupational Therapist Inspections, Void Property Inspections and Optional Tasks and the types of Planned Works, Major Works, Disrepair Works, and Disability Adaptation Works so as to avoid excessive demands on the Provider's Staff capacity (but the Provider has no rights against the Client as a result of this Paragraph). In certain circumstances (e.g., adverse weather conditions) there may be a heavy and sustained demand for Emergency Works.

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6.9.6 The Provider must complete all applicable Works within their applicable Response Periods and Target Completion Dates (as adjusted under this Contract, where applicable).

6.10 Emergency Works

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

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

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

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

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

6.10.4 The following are not Emergency Works (unless any of the factors in Paragraph 6.4.2 [*Issue of Orders and pre-inspections for Planned Works and Major Works*] apply):

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

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- glazing;
- replacing emergency boarding; and
- minor joinery repairs.

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

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

6.11 Right to repair

6.11.1 Where an Order is covered by the Right to Repair Regulations, the Response Period is determined by those Regulations.

6.11.2 The prescribed Response Periods under the right to repair scheme are set out in the table below (with Business Days as defined in this Contract corresponding to the definition of "working days" in those Regulations):

Repair	Prescribed period
Total loss of electric power	24 (twenty-four) hours
Partial loss of electric power	3 (three) Business Days
Unsafe power, lighting socket or electrical fitting	24 (twenty-four) hours
Total loss of water supply	24 (twenty-four) hours
Partial loss of water supply	3 (three) Business Days
Total or partial loss of gas supply	24 (twenty-four) hours
Blocked flue to open fire or boiler	24 (twenty-four) hours
Total or partial loss of space or water heating	24 (twenty-four) hours or 3 (three) Business Days*
Blocked or leaking foul drain, soil stack or toilet pan (if no other working toilet in dwelling)	24 (twenty-four) hours
Toilet not flushing (if no other working toilet in dwelling)	24 (twenty-four) hours
Blocked sink, bath, or basin	3 (three) Business Days
Tap which cannot be turned on or off	3 (three) Business Days
Leak from water or heating pipe, tank, or cistern	24 (twenty-four) hours
Leaking roof	7 (seven) Business Days
Insecure external window, door, or lock	24 (twenty-four) hours
Loose or detached banister or handrail	3 (three) Business Days

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Repair	Prescribed period
Rotten timber flooring or stair tread	3 (three) Business Days
Door entry phone not working	7 (seven) Business Days
Extractor fan in internal kitchen or bathroom not working	7 (seven) Business Days

*Depending on the time of year.

6.11.3 If a Qualifying Repair is not completed within its Response Period (the “first prescribed period”) the Customer can require the Client to instruct another contractor to carry out the Work. Where this happens:

- the Client’s Representative will issue an Instruction to the Provider not to complete the Order;
- the Client’s Representative will instruct a replacement contractor to carry out the Works; and
- the Provider must reimburse the Client for any additional costs incurred in carrying out the Works in accordance with Clause 5.7 [*Right to Repair*] of the Contract Conditions.

6.12 Variations and extensions to Response Periods and Target Completion Dates

6.12.1 If the Provider considers that the volume or nature of the Works or any other circumstances covered by Clauses 8.2 [*Paid Extensions of Time*] or 8.3 [*Unpaid Extensions of Time*] of the Contract Conditions will require an extension to the Response Period and/or Target Completion Date for any Order (other than an Order for Emergency Works), or to the date in the Servicing Programme by which any Servicing must be undertaken the Provider must notify the Client’s Representative within 2 (two) Business Days of the issue of the Order, giving full details and the justification for the extension being requested. The Provider must provide photographic evidence to the Client’s Representative to explain the need for the extension.

6.12.2 The Client’s Representative will decide whether to grant an extension to the Response Period, to a Target Completion Date and/or to the date in the Servicing Programme by which any Servicing must be undertaken to any Property in response to a request under Paragraph 6.6.1 [*Provider Pre-inspections*] and such decision will be final. Except where Clauses 8.2 [*Paid Extensions of Time*] or 8.3 [*Unpaid Extensions of Time*] of the Contract Conditions apply, such an extension will be considered only in exceptional cases.

6.12.3 When a Variation to an Order has been approved by telephone, the Provider must immediately seek written confirmation of that Variation from the Client’s Representative.

6.13 Mutual Exchange Electric and Gas Checks

6.13.1 Where the Contract Details so state, the Provider must either carry out or co-ordinate the carrying out of Mutual Exchange Electric and Gas Tests.

6.13.2 Where the Provider is to co-ordinate the carrying out of Mutual Exchange Gas and/or Electric Tests no additional payment is to be made to the Provider for doing so.

7. PERMITTED WORKING HOURS, APPOINTMENTS AND ACCESS

7.1 Provider's Permitted Working Hours

- 7.1.1 The Contract Details set out the Provider's Permitted Working Hours on Working Days in relation to Properties of different Tenures. Subject to Paragraph 7.1.2, the Provider must not carry out any Works outside the Provider's Permitted Working Hours for the type of Property set out in the Contract Details.
- 7.1.2 Works to Occupied Properties may be carried out outside the Provider's Permitted Working Hours only with the specific approval of both the Client's Representative and the Customer.
- 7.1.3 Only non-intrusive Works may be undertaken after the time specified in the Contract Details.
- 7.1.4 The Provider must be sensitive to religious and cultural events. The Provider must respect the wishes of any Customer not to have Works carried out on particular days, other than Emergency Works threatening the structural stability of the Property or the health and safety of the Customer other occupiers or the public.

7.2 Out of Hours Emergency Works

- 7.2.1 Requests for Out of Hours Emergency Works will be received by the Client's or the Provider's Call Handling facility as indicated in the Contract Details.
- 7.2.2 The Contract Details set out the Normal Working Hours (being the hours outside of which Orders for Emergency Works issued will be Orders for Out of Hours Emergency Works).
- 7.2.3 If the Customer is not contactable by telephone in accordance with Paragraph 6.10.5 [*Emergency Works*], the Provider must keep the Client's call handling facility fully informed of their Staff member's expected arrival time at the Property and any other relevant information.
- 7.2.4 The Provider must attend an Order for Out of Hours Emergency Works within the Response Period indicated in Contract Details.
- 7.2.5 On such attendance the Provider may either "make safe" or, where possible, effect a complete repair.
- 7.2.6 No later than 09.00am on the next Business Day the Provider must report all "follow up" work necessary to the Client's Representative to enable an Order to be issued for that Work.

7.3 Appointments

- 7.3.1 Appointments must be made for all initial and subsequent visits to undertake Works except for:
 - Out of Hours Emergency Works;
 - Works with an emergency priority; and
 - Works to unoccupied spaces, fences etc, unless entry to or access for the Works is required via the Property.
- 7.3.2 The Contract Details state whether appointments with Customers for access to their Properties to inspect and/or to carry out the Works are to be made by the Client or the Provider.

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- 7.3.3 Where an appointment is for Works to sheltered accommodation, a residential care home, supported housing, a hostel, or similar Property the Contract Details state:
- whether the appointment is to be made via the Client's warden, court or scheme manager, key worker, managing agent, housing officer or other authorised member of the Client's staff; and
 - whether this applies to all appointments or just appointments after a particular time.
- 7.3.4 Where access arrangements are made with the Customer under Paragraph 0 these must be confirmed in writing to the Client's warden, court or scheme manager, key worker, managing agent, housing officer, or other authorised member of the Client's staff.
- 7.3.5 Where a Customer wishes the Works to be undertaken outside their Response Period the Provider must contact the Client's Representative to request an extension to the Response Period.
- 7.3.6 Where the Contract Details state that the Provider is to provide individual appointment slots in the time bands stated in the Contract Details:
- the Provider must at all times make available sufficient slots and Staff with the appropriate trade experience, qualifications and certification to ensure that all Works Ordered can be carried out and completed within their Response Periods and Target Completion Dates;
 - subject to this, workload planning by the Provider will drive the appointment process and the number of slots required to be provided; and
 - the Client will specify the appointment date and time in each Order within the appointment slots and time bands specified by the Provider (or outside them if agreed with the Provider due to the circumstances of the Customer).
- 7.3.7 Having undertaken the initial appointment, the Provider must promptly and within 1 (one) Business Day of the appointment:
- confirm any subsequent appointment in writing to the Customer and the Client; and
 - update the Client's IT System or the Provider's IT System (as applicable) to show:
 - o that appointment; and
 - o the fact that the "appointment slot" for that appointment is no longer available.
- 7.3.8 Orders not requiring an appointment under Paragraph 7.3.1 are to be undertaken without an appointment and the Provider must complete those Works within their Response Period and Target Completion Date (as applicable).

7.4 **Void Property Works – Provider's responsibilities**

- 7.4.1 Immediately upon receipt of an Order for Works to be undertaken to a Void Property (including Void Property Works) or, or as soon as the Provider becomes aware of the forthcoming Void (if earlier), the Provider must make arrangements with the Client's Representative to visit and collect the keys to the Property from the Client's office in order to gain access. This paragraph applies also to Works within the grounds of a Void Property where a key is required to access the Site of those Works.
- 7.4.2 The Provider must retain such keys and bear sole responsibility for their safe keeping until their return to the Client after completion of the Works.

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- 7.4.3 The Response Period for Void Property Works (including Works within the boundary of a Void Property to which access is required by key) or Target Completion Date for Major Works or Planned Works to a Void Property will commence from the earlier of the issue of the Order and the date of collection of the keys by the Provider.

7.5 **Attendance**

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

7.6 **'Do not visit alone' policy**

- 7.6.1 The Client will give advance notice to the Provider where a 'Do Not Visit Alone' policy is operated by the Client in relation to a particular Property.
- 7.6.2 Where a notice has been given under Paragraph 7.6.1, the Provider's Staff should be accompanied when attending any Property.

7.7 **No access procedure (other than for LGSR Safety Checks or other Servicing Visits)**

- 7.7.1 If the Provider is unable to gain access to carry out Emergency Works (including Out of Hours Emergency Works), the Provider must notify:
- the Client's Representative, immediately if this is during Normal Working Hours or, in the case of Out of Hours Emergency Works before 09.00 on the next Business Day;
 - the Client's call handling facility, where the Provider is not providing Call Handling or Out of Hours Call Handling (as applicable); and
 - for Out of Hours Emergency Works which the Provider considers need to be carried out urgently, such person (if any) as the Client has notified to the Provider as the person to contact where it is necessary to escalate an urgent "no access" situation.

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- 7.7.2 If the Provider's Staff cannot gain access to the Property on the initial visit, the Staff member must provide a new appointment which is recorded on a "no access" contact card left at the Property requesting the Customer to contact the Provider either to confirm that appointment or to arrange an alternative time for the Works.
- 7.7.3 If the Customer does not respond to the Provider, the Provider must wait for the period of the time stated in the Contract Details. The Provider must then try and contact the Customer by visit, letter, or telephone call. Following a further unsuccessful visit, the Provider's Staff must leave a further contact card.
- 7.7.4 Wherever the Provider leaves a contact card at a Property the Provider must record this via a photograph with a GPS time, date, and location stamp. If access is being sought to carry out Disrepair Works the Provider must send a copy of the photograph and GPS location stamp to the Client's Representative as soon as possible and in any event within 24 (twenty-four) hours.
- 7.7.5 If the Provider is unsuccessful in contacting the Customer, the Provider must wait for the further period stated in the Contract Details for Paragraph 7.7.3 of these Preliminaries and then inform the Client's Representative.
- 7.7.6 The Provider must notify the Client's Representative if the Customer has failed to give access or to contact the Provider to re-arrange an appointment by the end of the Response Period. Following notification from the Provider, and subject to the Provider having complied with Paragraphs 0 to 7.7.4 (inclusive), either:
- the Client will make the access arrangements directly with the Customer; or
 - the Client's Representative will cancel the Order.
- 7.7.7 As well as following the "no access card system", the Provider must provide details of all access problems and abortive calls to the Client in the Provider's daily and weekly reports.

7.8 Access for Servicing

- 7.8.1 The Provider must make an appointment with the Customer for each Property for which an LGSR or other Servicing is required, **giving at least 14 (fourteen) calendar days' notice** (on the basis of appointment slots confirmed in writing where time permits) for the Servicing in accordance with the Servicing Programme and so that:
- in relation to Gas Servicing, the LGSR for that Property will be renewed within the LGSR Validity Period of the previous LGSR; and
 - in relation to any other Servicing the Servicing takes place within the Service Validity Period of the current Servicing Certificate.
- 7.8.2 If Staff are unable to gain access to a Property to undertake the LGSR Safety Check or any other Servicing at the time of the appointment, they must leave a printed card in a format approved by the Client's Representative, with a new appointment time and date and requesting alternative times when access may be gained at the Property.
- 7.8.3 If access to the Property to undertake the LGSR Servicing or other Servicing is still not obtained at the new alternative time, the Provider shall repeat the process until access has been gained or 3 (three) cards have been left on subsequent visits, spread across at least 10 (ten) Working Days from the initial visit.

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- 7.8.4 If the Provider fails to gain access to the Property despite having complied with Paragraph 7.8.3, the Provider must notify the Client's Representative of this on the day of or Working Day following the third visit; providing the dates and times on which the three cards were left at the Property. Where so Instructed by the Client's Representative, the Provider shall implement 'The Gas Industry Unsafe Situations Procedures for Dealing with Unsafe Situations in Customers Premises'. The Client's Representative shall then arrange for the Provider to obtain access to the Property or make such alternative arrangements as the Client's Representative thinks fit.
- 7.8.5 Where the Provider has been unable to gain access to a Property for which an LGSR is required by the date 42 (forty-two) calendar days before the end of the current LGSR Validity Period or other Servicing Validity Period, the Provider must on that date immediately notify the Client's Representative of this by telephone. The Provider must confirm in writing back to the Client's Representative any Instruction the Provider receives in relation to this Property within 3 (three) calendar days of its receipt. The Provider must promptly implement such Instruction.
- 7.8.6 The Provider shall carry out Servicing of (including Safety Checks to) Heating Appliances or Installations outside Normal Working Hours where necessary or desirable to ensure that LGSR Servicing Visits or other Servicing Visits are completed within the LGSR Validity Period or the Servicing Validity Period of the previous LGSR or Servicing Certificate.

8. WORKING IN OCCUPIED AND UNOCCUPIED PROPERTIES

8.1 Provider's responsibilities in relation to occupied Properties

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

8.2 Working in sheltered accommodation, supported housing, care homes and similar Properties

- 8.2.1 On the first Working Day of each week in which Works are to be undertaken at any sheltered accommodation, residential care home, supported housing, hostel or similar Property, the Provider must submit a detailed work plan to the Client's Representative indicate where and when trades Staff will be working in those Properties during that week.

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- 8.2.2 The Provider must ensure that when attending to undertake Works at any sheltered accommodation, residential care home, supported housing, hostel or similar Property, all Staff report to the designated scheme manager and sign the visitors book (if applicable) recording the time of their arrival, the purpose of their visit and their departure time.

8.3 Servicing and Works to Appliances and Installations

- 8.3.1 The Provider must inform National Grid immediately (on the earlier of the issue of an Order or the receipt of an Emergency Call Out) to a gas leak.
- 8.3.2 The Provider must notify the Client's Representative immediately on becoming aware that the Provider is unable to complete any Servicing in a Property by the date stated in the Servicing because:
- an Appliance or Installation is worn out or obsolete due to the inability to obtain replacement parts; or
 - the Appliance or Installation is affected by Customer Damage.
- 8.3.3 The Provider must notify the Client's Representative immediately on becoming aware that the Provider is unable to complete any Periodic Task by the date set out in the Estate Services Programme because the Property, Block or Area to which the Periodic Task is to be undertaken is affected by matters or things for which the Provider is not responsible.
- 8.3.4 If a Heating Installation and or Heating Appliance is or is likely in the near future to become a potential hazard, the Provider must implement the procedures required by the latest edition of 'The Gas Industry Unsafe Situations Procedure – Dealing with Unsafe Situations in Customers Premises' current at the time of discovery of the hazard.
- 8.3.5 The Provider must notify the Client's Representative immediately of the need for any Routine Maintenance encountered during a Servicing Visit. The Provider must complete any Routine Maintenance that is either included in the Rate for Servicing or that is Ordered by the Client's Representative on the same day as the Order or, where the Client's Representative considers the circumstances are exceptional, within 24 (twenty-four) hours of the issue of the Order.

8.4 Provider's obligations to protect and/or remove furniture

- 8.4.1 The Provider must carefully move all furniture, fittings, apparatus, carpets, and the Customer's personal possessions as necessary for the Works. The Provider must agree the condition of such items with the Customer before moving them and must notify the Client's Representative of any failure to agree this.
- 8.4.2 For supported housing and hostels, sheltered accommodation, residential care homes and similar Properties, the Provider must discuss and agree the condition of furniture, fittings, apparatus, carpets, and personal possessions with the person with whom the Provider must arrange access under Paragraph 7.3.4 [*Appointments*].
- 8.4.3 The Provider must cover all furniture, fittings, apparatus, and carpets that are not moved with spot cloths and effectively protect them from dirt and splashes.
- 8.4.4 On completion of the Works, the Provider must replace and refit all such furniture, fittings, apparatus, and carpets in their original positions, to the Customer's satisfaction.
- 8.4.5 Under no circumstances must gas appliances or gas pipework be interfered with by Staff not on the Gas Safe Register. Any damage caused to gas appliances or pipes by the Provider during the execution of the Works must be reported to the Client's Representative immediately. The Provider must reimburse the Client for the costs of having such damage rectified.

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- 8.4.6 The Provider must make good any damage which may have been caused to any property of the Client by Staff to the satisfaction of the Customer.
- 8.4.7 The Provider must not remove any item from the Property except:
- rubbish or unused Materials accumulated or supplied as part of the carrying out of the Works; or
 - where the Order requires the Customer's or previous Customer's personal property to be removed and either stored or disposed of.
- 8.4.8 The Provider must settle any claims for damage to any Customers' personal property directly with the Customer(s).

8.5 Access to adjoining properties

- 8.5.1 The Provider must ensure that no Staff, Materials or Equipment (including scaffolding) trespass on any properties adjoining the Properties to which Works are undertaken.
- 8.5.2 If the execution of the Works requires Staff to enter onto any adjoining property, the Provider must first obtain permission from the adjoining landowner.
- 8.5.3 The Provider must inform the Client's Representative if they are unable to obtain such permission and the Client's Representative will endeavour to arrange access to the adjoining property (using the Party Wall Act if necessary).

8.6 Party walls

- 8.6.1 The Provider must notify the Client's Representative where access is required to an adjoining property to undertake the Works or where the Works are adjacent to roofs, chimneys, walls, fences, or other party boundary situations and require either permission from the adjoining owner or the giving of notices under the Party Wall Act 1996.
- 8.6.2 Following a notification under Paragraph 8.6.1, the Client's Representative will either:
- Instruct the Provider to proceed with the Works as originally ordered; or
 - temporarily cancel the Order (without charge) until the Client has either:
 - obtained permission from the adjoining owner to carry out the Works; or
 - served a party wall notice on the adjoining owner and either obtained their consent to the Works being carried out or obtained a party wall award in relation to them.
- 8.6.3 If Instructed to proceed as originally ordered, the Provider must complete the Works within the Response Period and by the Target Completion Date (as applicable) for the Order (as extended by the time the Provider was waiting for the Instruction from the Client's Representative). In such circumstances the Provider is not to be liable for any resulting breach of the Party Wall Act 1996.
- 8.6.4 Subject to Paragraph 8.6.3, the Provider must at all times be mindful of and must ensure it does not place the Client in breach of the Party Wall Act 1996 and the obligations it imposes on the Client towards owners of adjoining property when Works are undertaken on, over or adjacent to roofs, chimneys, walls, fences or similar party boundaries. In particular, the Provider must comply with the terms of any permission given by the adjoining owner of any party wall or the terms of any party wall award when carrying out the Works.

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8.7 Site accommodation and other temporary facilities

8.7.1 The Provider must:

- provide all necessary temporary buildings for Staff, keep them clean and tidy and remove them on completion of the Works;
- provide all necessary temporary sanitary and washing facilities, keep them clean and tidy and remove them on completion of the Works; and
- make all arrangements for the provision of any on-site accommodation or sanitary and washing facilities with the Client and (where the Works are subject to the CDM Regulations) the Principal Designer.

8.7.2 The Provider must ensure that Staff do not use Customers' Communal or personal sanitary facilities for the cleaning of tools or for personal sanitation by Staff.

8.8 Environmental sustainability

8.8.1 The Provider must use all reasonable endeavours to use working methods, Equipment, Materials, and consumables that minimise environmental damage in the Works.

8.8.2 The Provider must:

- promote the objectives of the Client's Environmental Policy; and
- support and assist the Client in achieving those objectives.

8.8.3 The Provider must provide the Client with a copy of their Environmental Policy or Statement of Intent towards environmental issues. These must be compatible with the Client's Environmental Policy objectives. The Provider must be able to demonstrate, if required, that they operate in harmony and compliance with the Client's Policy.

8.9 Nuisances

8.9.1 The Provider must ensure all Works are carried out in a manner that causes the minimum inconvenience and nuisance from obstruction, dust, noise etc.

8.9.2 The Provider must ensure that:

- any inconveniences and disturbances that are unavoidable are discussed fully in advance with the Customer and any other persons who are likely to be affected; and
- all necessary precautions to be taken are agreed with them in advance.

8.10 Protection of existing and adjoining buildings and gardens

8.10.1 The Provider must ensure that nothing is done that may injure the stability of the Property, or any other building, boundary wall, fence, or railings.

8.10.2 The Provider must ensure that no permanent damage is caused to lawns, flower beds, plants, trees or paving during the Works.

8.10.3 The Provider must rectify any damage caused to the satisfaction of the Client's Representative and, where applicable, the Customer.

8.11 Illegal parking and skips

8.11.1 The Provider must ensure that its Staff do not illegally park any motor vehicle or motorcycle on any public or estate road or footpath, fire-paths, in any pre-allocated car parking space or on any grassed areas.

8.11.2 The Provider must comply with all Regulatory Requirements concerning the deposit and use of builder's skips on the highway.

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- 8.11.3 The Provider must obtain the approval of the Client's Representative before placing any skips on roads, paths, paving, car parking areas, garage forecourts or grassed areas maintained by the Client.
- 8.11.4 The Provider must ensure that any skip for which permission is given is placed and used strictly in accordance with any requirements specified by the Client's Representative, particularly with reference to positioning and lighting requirements.

8.12 **Site waste**

- 8.12.1 The Provider must:
- at all times keep the Properties clean and tidy and free from all rubbish created in connection with the Works;
 - provide all skips necessary for the removal of debris and rubbish;
 - at the end of each Working Day and on completion of the Works, clear away and properly dispose of all dirt, rubbish, and superfluous Materials etc.;
 - keep the interior exterior and gardens of the Properties clean, tidy and in a safe condition at all times;
 - keep all public and private roads, street, and footpaths clean, clear and free from any damage arising in connection with the Works;
 - ensure that no ballast, sand, rubbish, cement, oil, or similar items are discharged into the road gullies; and
 - ensure no debris or rubbish from any Works is dumped on any vacant land or cleared site other than at an authorised tip.
- 8.12.2 The Provider must clean all rooms affected by the Works as necessary, including sweeping and scrubbing floors, and leave them clean and tidy to the satisfaction of the Client's Representative.
- 8.12.3 If before starting the Works the Provider finds excessive rubbish, debris, derelict or abandoned vehicles, fridges, freezers and/or other household items etc requiring removal to enable the Works to be undertaken, the Provider must:
- seek Instructions from the Client's Representative; and
 - comply with those Instructions.
- 8.12.4 Where the Contract Details so require, the Provider must prepare a Site Waste Management Plan and sent it to the Client's Representative at least 10 (ten) Business Days before any Works commence and whenever required under Paragraph 8.12.7 below.
- 8.12.5 A Site Waste Management Plan must:
- relate specifically for the Works to be undertaken under this Contract;
 - include details of the Client, the Provider, the Principal Contractor (if not the Provider) the Principal Designer (if not the Provider) and the person or postholder within the Provider with responsibility for overseeing the implementation of the Site Waste Management Plan;
 - systematically identify and prioritise the waste reduction actions (considering cost, Programme, and waste reduction potential) to be undertaken at each design stage for the Works under:
 - Paragraphs 0 [*CDM Regulations*];
 - Paragraph 5.9 [*Scaffolding*];

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- Paragraph 6.4 [*Issue of Orders and pre-inspections for Planned Works and Major Works*]; and
 - Paragraph 6.5 [*Preparation and approval of Designs, schedule, Budget, and Order Programme*];
 - set out how the Provider will meet any targets set in the Contract Documents or agreed between the Parties for waste reduction or recycling;
 - target:
 - the accurate ordering of Materials, (accurate material requirements and realistic wastage rates);
 - logistics planning (delivery strategy, adequate storage, efficient movement of Materials to each Property, or to the Provider's van loads under Paragraph 9.2 [*Materials and Staff*]); and
 - the methodology for undertaking the Works (efficient working and installation and storage of offcuts for reuse);
 - identify the procedures the Provider will require its supply chain (Subcontractors including waste management contractors, and Suppliers) to undertake to effect waste reduction and recovery;
 - maximise the opportunities for resource efficiency through following the hierarchy of waste prevention, minimisation, reuse, recycling, and disposal;
 - identify the procedures for minimising hazardous waste;
 - identify the procedures and commitments by the Provider to minimise non-hazardous waste;
 - identify the procedures for ensuring that the removal and disposal of waste can be carried out without risks to health and safety;
 - identify the procedures for sorting, reusing, and recycling waste into defined categories either on site or through licensed waste transfer or recycling facilities; and
 - identify the procedures for monitoring, measuring, and reporting hazardous and non -hazardous site waste.
- 8.12.6 The Provider must have regard to any comments from the Client's Representative on the draft Site Waste Management Plan submitted to them under Paragraph 8.12.4. The Provider must amend the Site Waste Management Plan in the light of those comments unless the Provider has a good reason not to. The Provider shall provide any amended Site Waste Management Plan to the Client's Representative within 5 (five) Business Days of receiving the Client's Representative's comments on it together with reasons why the Provider has not reflected any comments from the Client's Representative that the Provider has not reflected in it.
- 8.12.7 The Provider shall review, update, and revise a Site Waste Management Plan each 12 (twelve) Months, so that it continues to deal appropriately with the matters referred to in Paragraph 8.12.5 above. The Provider shall comply with Paragraphs 8.12.4 to 8.12.6 above in preparing any revised Site Waste Management Plan.
- 8.12.8 The Provider shall implement the procedures set out in any Site Waste Management Plan in carrying out all Works to which it relates.

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8.13 Services and security at the end of each Working Day

- 8.13.1 The Provider must ensure that at the end of every Working Day the Customer and/or other occupants of the Property being repaired have full facilities available to them for lighting, heating, power, drinking water and sanitation, together with washing and cooking facilities.
- 8.13.2 If the Provider fails to restore a Heating Installation or gas supply within any Property by the end of a Working Day or renders a Heating Installation or gas supply inoperative in accordance with 'The Gas Industry Unsafe Situations Procedures for Dealing with Unsafe Situations in Customers Premises', the Provider shall provide the Customer with a **minimum** of 2 (two) portable electric heaters with 1 (one) additional heater for each additional bedroom above 2 (two) bedrooms. If so Instructed by the Client's Representative, the Provider shall also provide 1 (one) 'Baby Belling' electric cooker until such time as the Heating Installation or gas supply is restored to its proper safe working order.
- 8.13.3 If the Provider fails to restore the 'hot water supply' to proper safe working order by the end of a Working Day or the Provider renders the hot water supply inoperative in accordance with 'The Gas Industry Unsafe Situations Procedures for Dealing with Unsafe Situations in Customers Premises', the Provider shall provide the Customer with an 'Elson' portable hot water trolley until such time as the hot water supply has been restored to its proper safe working order.
- 8.13.4 If the Provider supplies temporary electric cookers and/or water heaters in accordance with Paragraph 8.13.3, the Provider will be reimbursed for this at the Rates set out in the Schedule of Rates.
- 8.13.5 If the Provider fails to provide portable heaters when Instructed to do so by the Client's Representative, or an 'Elson' hot water trolley and/or 'Baby Belling' cooker, in accordance with Paragraph 8.13.2 and/or Paragraph 8.13.3, the Client's Representative may make other arrangements for their provision and recover any additional costs (beyond the costs set out in the Rates, as adjusted by the Provider's adjustment percentage) of doing so from the Provider.
- 8.13.6 Where a Property is unoccupied on completion of the Works or at the end of each Working Day, the Provider must secure that Property, ensuring all doors and windows are locked and any temporary door and window coverings are reinstated as necessary.

8.14 Damage to highways and other areas

- 8.14.1 If the Provider damages any soft or hard landscaped area or any highway or highway furniture the Provider shall (as directed by the Client's Representative):
- repair the damage and replace any damaged items to the Client's Representative's satisfaction at the Provider's own cost;
 - reimburse the Client for all costs incurred by the Client in engaging another contractor to repair the damage and replace any damaged items; or
 - advise the highways authority, landowner or Utility Provider of the damage and meet all costs charged by them in repairing the damage and replacing any damaged items.

8.15 Damage to Trees, Hedges, Shrubs etc

- 8.15.1 If the Provider damages a tree, hedge or shrub, the Provider must clear and tidy all bark scrapes and apply a tree wound paint of the type approved by the Client's Representative to the wound surface.

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- 8.15.2 If damage to any tree, hedge or shrub results in its death or serious disfigurement, the Provider must remove it and replace it as the Client's Representative directs. Any replacement hedging or shrubs must be in sufficient numbers to give the same density of cover as before.
- 8.15.3 If damage to a mature tree results in its death or serious disfigurement or if damage to a tree's root system gives to reasonable fears for the tree's stability, the Client's Representative shall assess both the value of that tree using the Arboricultural Association publication 'Amenity Valuation of Trees and Woodlands' and the cost of its replacement using a specialist nursery or supplier of semi-mature trees. In addition to replacing the tree, the Provider must compensate the Client for the loss of the mature tree by paying the Client the amenity value of the tree assessed as set out above less the amount spent by the Provider in replacing it.
- 8.15.4 The Provider must bear all costs associated with the replacement of trees, hedges or shrubs damaged by the Provider or Staff.

8.16 Abandoned Vehicles

- 8.16.1 The Provider must immediately report to the Client's Representative any abandoned or suspected abandoned vehicles of which the Provider becomes aware whilst providing Estate Services. The report shall include such information (including digital timed and dated photographs) as the Client's Representative directs from time to time.
- 8.16.2 The Provider shall report the continued presence of such vehicles in accordance with Paragraph 8.16.1 on each occasion that the Provider carries out a Periodic Task in the provision of those Estate Services unless instructed otherwise by the Client's Representative.

9. WORKMANSHIP, MATERIALS AND EQUIPMENT

9.1 Standards of workmanship and Materials

- 9.1.1 The Provider must ensure that all Materials used in the Works and all workmanship is in accordance with the Specification of Materials and Workmanship.
- 9.1.2 The Provider must ensure that all Defects (including faulty workmanship or Materials of whatever nature) are rectified to the entire satisfaction of the Client's Representative.
- 9.1.3 If the Provider fails to remove or make good any defective or unsatisfactory Work within the period within which the Client's Representative Instructs the Provider to do so:
- the Client's Representative may Instruct the Provider not to complete the Order;
 - the Client's Representative may arrange for the Order to be completed and/or the unsatisfactory works to be made good by another contractor; and
 - the Client may recover any costs incurred in doing so (beyond the amount that would have been paid to the Provider for such Works) including the Client's administration costs from the Provider.

9.2 Materials and Staff

- 9.2.1 The Provider must:
- provide all Materials, Equipment, Staff, and all other items required for the Works; and
 - maintain adequate stocks of Materials, sufficient Equipment, and sufficient Staff of all trades to meet the requirements of the Works.

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- 9.2.2 The Provider must ensure that their van loads:
- include sufficient and appropriate stock to enable most repairs to be carried out and completed at the first visit;
 - are periodically reviewed and updated in the light of Orders issued;
 - include appropriate personal protective equipment in accordance with Health and Safety Law; and
 - include equipment/dust sheets and the like to maintain and leave the Property clean and tidy.
- 9.2.3 The Provider must ensure that all necessary Equipment, Materials and Staff are available to undertake the Works at the arranged time.
- 9.2.4 Deliveries of Materials must be arranged so as not interfere with the Customer or the occupiers of adjacent Properties.
- 9.2.5 The Provider must make arrangements for the storage of Materials on site with the Client and (where the Works are subject to the CDM Regulations) the Principal Designer. All areas used for storage must be reinstated to the Client's Representative's approval.
- 9.2.6 The Client's Representative may direct the removal of any Materials brought onto any Property which the Client's Representative determines are of inferior quality or have not been approved to be used in the Works.
- 9.2.7 If the Provider fails to remove such Materials within 24 (twenty-four) hours or such longer period as the Client's Representative allows:
- the Client's Representative may arrange for them to be taken away or otherwise dealt with as rubbish without any payment or compensation to the Provider; and
 - the Client may recover the costs of disposing of those Materials from the Provider.
- 9.2.8 Decisions of the Client's Representative on the suitability of Materials are to be final.

9.3 **Equipment**

- 9.3.1 The Provider must provide all Equipment required for the proper undertaking of the Works.
- 9.3.2 The Provider must check all equipment for defects before commencing any Works that may use that Equipment. The Provider must correct any defects before the Equipment is used for the Works.
- 9.3.3 The Provider must ensure that:
- Staff have been trained in the use of all Equipment they are required to use in connection with the Works;
 - Equipment is used only by skilled and experienced Staff who are fully conversant with both the operation of the Equipment and the use to which it is being put;
 - all Equipment is used in a workmanlike manner in accordance Health and Safety Law;
 - Staff using Equipment use all the personal protective equipment and safety equipment that is appropriate for the users of that Equipment; and
 - Equipment being used for the Works is kept well maintained and adjusted as appropriate throughout each day on which it is being used for the Works.

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9.3.4 In respect of Works to trees, the Provider must (in addition to the requirements in Paragraphs 9.3.1 to 9.3.3):

- not use climbing irons or spikes for pruning operations without the prior written consent of the Client's Representative (but such Equipment may be used during the tree felling operations);
- ensure that ladders are used only to give access to the tree's crown and not as a platform from which to work; and
- ensure that all Works comply with the published requirements of the Arboriculture and Forestry Advisory Group.

9.4 **Opening up and inspection of Works**

9.4.1 The Client's Representative may require the opening-up for inspection of any completed or part-completed Works at any time.

9.4.2 On request from the Client's Representative the Provider will open-up such Works and will notify the Client's Representative when the opened-up Works are ready for inspection.

9.4.3 If the Works are satisfactory and in accordance with this Contract, the Provider will be paid for the opening-up and making good at the Rates contained in the Schedule of Rates (as adjusted by the Provider's tendered Rates).

9.4.4 If the Works or Materials are not in accordance with this Contract, all costs incurred in replacing the unsatisfactory Work, including all costs of "opening up" and "inspection," are to be borne by the Provider.

9.4.5 The Client's Representative may require any Materials or completed Work to be tested by an independent body. The Provider will be responsible for arranging for such tests.

9.4.6 If the Materials and workmanship are in accordance with this Contract, the Provider will be reimbursed for its reasonable costs of such tests.

9.4.7 If the tests show that the Materials or workmanship is not in accordance with this Contract, the Provider must bear all costs incurred in connection with the tests and replacing the unsatisfactory Materials or Works.

9.5 **Disrepair Works**

9.5.1 The Provider shall maintain a full photographic record of time and date stamped photographs documenting:

- the state of the Property before undertaking the Disrepair Works;
- the progress of the Disrepair Works; and
- the completion of the Disrepair Works.

9.5.2 If the Client's Representative by written notice to the Provider so requires, the Provider shall:

- make the photographs available for the purposes of any court proceedings;
- require the Staff who undertook those Disrepair Works and took the photographs to attend court to give evidence.

9.6 **'Shadowing' the Provider**

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

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10. VOID PROPERTY WORKS

10.1 Void pre-inspections

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

10.2 Void Property Works

- 10.2.1 Void Property Works will be as specified in the Order and may comprise any of the following:
- a joint pre-inspection of Void Property with the Client to;
 - establish the scope of Works required to achieve the Client's Lettable Standard; and
 - schedule and digitally record these Works;
 - lock changes (which may include suiting for sheltered or supported schemes);
 - the provision of security screens and alarm systems;

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- clearance of the previous Customer's contents from the Property, including the roof-space, garden, and any associated garages (including the disposal as confidential waste in a safe and secure manner of any letters, documents or other documents that may concern Personal Data);
- initial cleaning of the Property (which may be exceptionally dirty, subject to environmental hazards and/or require pest control);
- all Works necessary to bring the Property up to the Client's Lettable Standard;
- undertaking or (as applicable) arranging for the Client's electrical servicing contractor to undertake the change of tenancy electrical test to the IET Wiring Regulations or equivalent, schedule all electrical Works needed and undertake those Works including rewires and certification;
- undertaking the Landlord's gas safety check and providing the LGSR or (as applicable) arranging for the Client's gas servicing contractor to undertake the Landlord's gas safety check and provide the LGSR;
- either (where the Provider is an Asbestos Licensed Contractor) undertaking or arranging for the Client's Asbestos Licensed Contractor to deal with any asbestos in the Property;
- preparation of the Void Property for subsequent redecoration by the new Customer;
- undertaking fire insurance works;
- undertaking the incoming Customer's "Tenants choice" option works by an appointment with the new Customer;
- assisting in the reletting process by accompanying prospective Customer visits etc.;
- providing 24 (twenty-four) hour emergency call out cover to the Void or prospective Void Property;
- a final pre-occupation clean of the Property before handover, including grass cutting and garden tidying; and
- updating the Client's attribute, stock condition, HHSR and SAP energy rating databases following completion of the Works to each Void Property.

10.3 Two-stage Voids

- 10.3.1 The Client's Representative may introduce a two-stage phase Voids repair system. This will consist of:
- essential Works (e.g., health and safety, clear and clean, etc.) being completed before the new Customer moves in; and
 - non-essential Works (including the incoming Customer's "Tenant's choice" Works) being completed by appointment when the new Customer has signed the tenancy agreement and is about to or has moved in.
- 10.3.2 Where the Client's Representative adopts a two-stage approach to Voids, the Client's Representative will issue two separate Orders for the Void Property Works. These Orders will cover all Works that would have applied had they been a single Order.
- 10.3.3 Despite the Customer potentially being in occupation, the second Order will still be classified as an Order for Void Property Works and will be subject to the Provider's tendered Rates for such Works.
- 10.3.4 The Provider must complete both Orders within the Response Period for the first Order, which will be determined on the basis of the aggregate value of both Orders.

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10.4 Provider's responsibility for gas and electric Safety Checks

- 10.4.1 The Contract Details state whether the gas supply is to be capped off by the Provider or by the Client's gas servicing contractor (and provide details of the Client's gas servicing contractor where applicable). Where this is the responsibility of the Provider, the Provider must ensure that the gas supply for each Void Property is capped off within the period specified in the Contract Details from the receipt of keys by the Provider.
- 10.4.2 The Contract Details state whether the landlord's Safety Check of Heating Appliances and Heating Installations and provision of the LGSR (where applicable) is to be undertaken by the Provider or by the Client's gas servicing contractor.
- 10.4.3 Where the Provider is responsible for a Safety Check (including provision of a LGSR) to the Heating Appliances and Heating Installations in a Void Property, the Provider must ensure that the Safety Check undertaken and (where applicable) the LGSR is provided within the period stated in the Contract Details from the receipt of keys by the Provider for all categories of Void Property Works.
- 10.4.4 All LGSR Safety Checks are to be undertaken under the supervision of the Client's Gas Auditor and the Provider shall liaise with the Client's Gas Auditor as necessary to facilitate this.
- 10.4.5 The Contract Details state whether a Safety Check of Electrical Installations to the IET Wiring Regulations or equivalent is to be undertaken by the Provider or the Client's electrical servicing contractor (and provide details of the Client's electrical servicing contractor where applicable).
- 10.4.6 Where the Provider is responsible for a Safety Check of Electrical Installations, the Provider must ensure it is undertaken within the period stated in the Contract Details from the receipt of keys by the Provider for all categories of Void Property Works.
- 10.4.7 Where the Provider is not responsible for a Safety Check to the Heating Appliances and Heating Installations and/or to the Electrical Installations in a Void Property the Provider will be responsible for coordinating access and other arrangements for the Safety Checks for which the Provider is not responsible.
- 10.4.8 Where the Provider is not directly responsible for capping off the gas, the landlord's gas safety check and/or the electrical test, the Provider must:
- co-ordinate the access and other arrangements for the Client's gas servicing contractor or electrical testing contractor;
 - give them at least 24 (twenty-four) hours' notice of the time when the Property is ready for them to undertake the capping off, landlord's gas safety check and/or electrical test (as applicable); and
 - use all reasonable endeavours to have the capping off, landlord's Safety Check and/or electrical test undertaken within the applicable periods set out in the Contract Details for Paragraphs 10.4.1, 10.4.3 and 10.4.6 (as applicable) of these Preliminaries.
- 10.4.9 Immediately following the completion of a Safety Check to Heating Appliances and Heating Installations and/or Electrical Installations in a Void Property the Provider shall inform the Client's Representative of any Routine Maintenance that is necessary. The Client's Representative may vary the Order for the Void Property Works to include those Works in which case the Response Date for those Void Property Works will be varied if the categorisation of the Void Property Works changes because of the increased Works.

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- 10.4.10 Within 1 (one) Business Day of the completion of a Safety Check to Heating Appliances and Heating Installations in a Void Property, the Provider shall forward copies of the landlord's part of the LGSR or other applicable Servicing Certificate to the Client's Representative.

11. UTILITIES

11.1 Provider responsibilities for utility services

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

11.2 Lighting and power - Provider's Responsibilities

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

11.3 Water supply - Provider's Responsibilities

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

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- 11.3.3 The Provider must obtain the Customer's permission before using the water supply from an Occupied Property. If the Customer so requires, the Provider must reimburse the Customer any costs for the consumption of water. In these circumstances, where water is metered, the Provider must take meter readings both before and after the Works and agree them with the Customer.
- 11.3.4 The Provider must obtain the Client's Representative's permission before using the water supply from public or Communal areas or in a Void Property. If the Client's Representative so requires, the Provider must reimburse the Client any costs for the consumption of water. In these circumstances, where water is metered, the Provider must take meter readings both before and after the Works and agree them with the Client's Representative.
- 11.3.5 Where completion of the Works to a Void Property occurs during the winter closedown period stated in the Contract Details, and at any other time when Instructed by the Client's Representative, the Provider must completely empty down the water system.

12. ORDER COMPLETIONS

12.1 Provider's own post inspections

- 12.1.1 The Provider must take photographic evidence of the completion of the Works included in each Order.
- 12.1.2 The Provider must carry out the proportion of Provider post inspections of Orders indicated in the Contract Details. Each such inspection must be a physical inspection and check by a supervisor who is suitably qualified and experienced in the type(s) of Works being inspected.
- 12.1.3 The Provider must:
 - maintain a record of all post inspections; and
 - provide the results of the Provider's post inspections to the Client's Representative.
- 12.1.4 If the Provider fails to provide details of the Provider's post inspection for any Property to the Client or the details disclose that the check has not been undertaken in accordance with this Contract, the Client may carry out its own post inspection and recover the cost of doing so from the Provider.
- 12.1.5 At the end of each week the Provider must provide the Client's Representative with a list of those Orders in relation to which the Provider has undertaken post inspections, together with a copy of the completed post-inspection report for each of those Orders.
- 12.1.6 For Estate Services, the Provider will undertake such quality control check post inspections report the results from them as the Client's Representative requires. The Provider's own post inspections are to be undertaken by a suitably qualified and experienced supervisor.
- 12.1.7 The Provider shall ensure that all Servicing, Routine Maintenance, and Responsive Maintenance Works undertaken to Heating Appliances and Heating Installations are physically inspected and checked by a suitably qualified and experienced supervisor.
- 12.1.8 The Provider shall ensure that the percentage of the physical inspections and checks stated in the Contract Details are undertaken whilst Servicing of Heating Installations and/or Heating Appliances is still being undertaken.

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- 12.2 Notification of Order Completions – Responsive Maintenance, Disrepair Works, Void Property Works, Planned Works, Major Works, and Disability Adaptation Works**
- 12.2.1 The Provider must notify the Client's Representative by email or direct computer link (if operational) within 1 (one) Business Day of the occurrence of the Order Completion Date of each Order for Responsive Maintenance, Routine Maintenance, Out of Hours Emergency Works, and Servicing.
- 12.2.2 The Provider must notify the Client's Representative by email or direct computer link (if this is in operation) by the period stated in the Contract Details before the completion of each Order for Disrepair Works, Void Property Works, Planned Works, Major Works, and Disability Adaptation Works.
- 12.2.3 Where the Contract Details for Paragraph 12.1.2 [*Provider's own post-inspections*] of these Preliminaries require joint inspections of Void Property Works, Planned Works, or Major Works in Void Properties. the Provider must not return the keys to any Void Property to the Client until after a satisfactory joint post inspection with the Client's Representative following completion of the Works.
- 12.2.4 In addition to the notification under Paragraph 12.2.2 the Provider must notify the Client's Representative 48 (forty-eight) hours in advance of the completion of each Order for Disrepair Works, Void Property Works, Planned Works, Major Works, and Disability Adaptation Works to enable the Client's Representative to arrange a joint pre-completion or joint post completion inspection with the Provider.
- 12.2.5 At the same time as notifying the Client of the Order Completion Date of each Order for Responsive Maintenance, Routine Maintenance or Out of Hours Emergency Works or before the date for any joint inspection of any completed Disrepair Works, Void Property Works, Planned Works, Major Works, or Disability Adaptation Works, the Provider shall supply all documentation relating to those Works to the Client's Representative (electronically where Paragraph 2.4.1 [*Remote Mobile Working*] applies) including such of the following as are relevant to the Works undertaken:
- all manufacturers' guarantees and warranties for Materials included in the Works;
 - operating instructions and manuals (where applicable to the Works);
 - maintenance guides (where applicable to the Works);
 - IET Wiring Regulations or equivalent electrical testing certificates for all electrical Works;
 - energy performance certificates, where applicable to the Works;
 - LGSRs or equivalent Heating Appliance and Heating Installation Servicing Certificates;
 - Secure by Design certificates for all Works to external doors and windows (including for access to Communal areas);
 - PAS24 Certificates or equivalent inclusive of third-party schedule of items for all Works to external doors and windows;
 - fire door BS 476 certification or equivalent for all fire doors included in the Works;
 - kitchen unit certification to BS 6222 Part 2 H class or equivalent where the Works include the provision of kitchen units;

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- Building Control notifications and submissions (with a receipt evidencing payment) where Building Regulations approval is needed for the Works together with a completion certificate under the Building Regulations where a completion certificate is required for the Works under Building Regulations or Building Safety Law;
 - Planning Permission or Planning Authority notification of permitted development (with a receipt evidencing payment) where Planning Permission is needed for the Works;
 - asbestos documentation including waste transfer notes for all Works involving asbestos;
 - "as built" drawings (inclusive of 3d (three dimensional) design drawings) for kitchen, bathroom and adaptation Works where the scope of the Works requires the Provider to agree layouts with Customers;
 - "before and after" 360° (three hundred and sixty degree) photographs for Voids, kitchen, bathroom and adaptation Works;
 - schematic layout drawings and all design information for Heating Installations, Electrical Installations (including rewiring), replumbing, Mechanical Installations and Electrical Installations;
 - valid LGSRs or other applicable Servicing Certificates for Heating Appliance and Heating Installation Servicing;
 - "before and after" 360° (three hundred and sixty degree) photographs for all Works to:
 - o substantiate all Variations (including Self-Authorised Variations);
 - o substantiate Customer Damage; and
 - o demonstrate where the Provider has identified the need for fire stopping or has discovered where existing fire stopping has been compromised in circumstances unrelated to the Works;
 - completed Customer satisfaction surveys; and
 - any other certification specified in the Contract Details.
- 12.2.6 The keys to a Void Property must not be returned to the Client after Void Property Works or Planned Works or Major Works to a Void Property on any day immediately preceding a bank or public holiday, nor during the Christmas period indicated in the Contract Details.
- 12.2.7 Within the Response Period for Void Property Works and Target Completion Date for Major Works or Planned Works to a Void Property and subject to Paragraph 12.2.5, the Provider must return the keys to the Client (following a satisfactory post inspection or joint post completion, unless the Contract Details for Paragraph 12.1.2 [*Provider's own post-inspections*] of these Preliminaries provide that this is not required in the case of Void Property Works).
- 12.2.8 All Disrepair Works, Planned Works, Major Works, and Disability Adaptation Works will be subject to an 'on site' post-inspection by the Client's Representative. The Provider shall attend and procure that any Subcontractor that carried out those Works attends the inspection. The Provider shall sign and procure that any such Subcontractor signs a declaration by each of them that they consider that the Works have been satisfactorily completed in respect of quality of workmanship and Materials and that all Properties conform at least to the standard of any benchmark Property for those Works. The Client's Representative shall also sign the declaration once the Client's Representative considers the Works have been completed.

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- 12.2.9 At the 'on site' post-inspection, the Provider shall also seek to agree the categorisation (under the SoR), Rates and quantification of the Works (including any Variations) completed for each Property.
- 12.2.10 Following the signing off of any Disrepair Works, Planned Works, Major Works, and Disability Adaptation Works by the Client's Representative, the Provider and any Subcontractor undertaking them under Paragraph 12.2.8, the Client's Representative will issue the Completion Certificate for the Properties to which those Works were undertaken within 5 (five) Business Days of the date of the inspection. The date of the Completion Certificate will be the on which the Defects Liability Period commences.
- 12.2.11 Within 5 (five) Business Days of the completion of an inspection under Paragraph 12.2.8, the Provider shall prepare a Valuation of the completed Disrepair Works, Planned Works, Major Works, or Disability Adaptation Works based on the agreed quantification and evaluation of them at the joint post-inspection.
- 12.2.12 Immediately following completion of each Servicing to any Appliance or Installation, the Provider shall complete an electronic service report sheet and any site logbook. With 5 (five) Business Days of such completion the Provider shall forward the electronic service report sheet to the Client's Representative.
- 12.2.13 Within 2 (two) Business Days of the end of each week (Sunday 24.00 hours) the Provider must provide the Client's Representative with list of all Works to trees completed during that week, in such format as the Client's Representative requires from time to time.

12.3 Client Audit Checks

- 12.3.1 The Client's Representative or Provider (as the Contract Details so require) will arrange for Servicing (and any Routine Maintenance undertaken with it), Responsive Maintenance, Planned Works, and Major Works to Heating Installations and Heating Appliances to be inspected by the Client's Gas Auditor as indicated in the Contract Details.
- 12.3.2 The Client's Representative or Provider (as the Contract Details so require) will arrange for the LGSRs issued by the Provider to be inspected by the Client's Gas Auditor as indicated in the Contract Details.
- 12.3.3 The Client's Representative or Provider (as the Contract Details so require) will arrange for the EOCRs issued by the Provider to be inspected by the Client's Electrical Auditor as indicated in the Contract Details.
- 12.3.4 The Client's Representative or Provider (as the Contract Details so require) will arrange for Audit Checks to be made of Servicing (and any Routine Maintenance undertaken with it), Responsive Maintenance, Planned Works and Major Works to the Installations specified in the Contract Details by the Auditor as indicated in the Contract Details.

12.4 Customer Satisfaction and Order Completion

- 12.4.1 Where the Contract Details so state, on the completion of each Order and before Staff leave the Property, the Provider must arrange for the Customer to provide an electronic Customer's signature on a "completion form" confirming the Provider's attendance at the Property and to complete a real time computerised Customer satisfaction questionnaire. The Contract Details state whether this is to be done either at the time of completion of the Works or on the revisit 14 (fourteen) days after completion of the Works.

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- 12.4.2 The wording and layout of the “completion form” and Customer satisfaction questionnaire is to be approved by the Client’s Representative. The completion form will form part of the payment validation process. If the Customer is unable or refuses to sign the completion form, the Provider immediately notify the Client’s Representative indicating the Customer’s reasons for its non-completion;
- 12.4.3 The Provider must provide or make available electronically in accordance with Paragraph 2.2.2 [*Linking the Client’s IT System and the Provider’s IT System*] all electronic Customer satisfaction data and Customer’s signatures to the Client’s Representative no later than the next Business Day following the completion of each Order.

13. REPORTS

13.1 Provider’s Daily Reports

- 13.1.1 Where the Contract Details so require, on each Business Day the Provider must provide a daily report to the Client’s Representative.
- 13.1.2 The daily report will cover Orders attended to during the previous day (or days, if the previous day was not a Business Day) for either (as indicated in the Contract Details):
- Emergency Works (comprising all Orders with an emergency priority and for Out of Hours Emergency Works); or
 - all Responsive Maintenance and Out of Hours Responsive Maintenance Works.
- 13.1.3 The daily reports issued on Mondays or immediately after a day that is not a Business Day must include all Works undertaken since the last Business Day.
- 13.1.4 The Provider must transmit all daily reports by fax, e-mail or via the direct computer link (if operational), to be received by the Client’s Representative no later than 09.00 on each Business Day.
- 13.1.5 The daily reports must include the following details for each Order for Emergency Works or for all Orders for Responsive Maintenance (as applicable in accordance with the Contract Details for Paragraph 13.1.2 of these Preliminaries):
- Order number;
 - date of Order;
 - address of Property;
 - reported fault;
 - priority;
 - brief description of Works undertaken;
 - Order completion status;
 - any Variations (with reasons) and whether Self Authorised Variations or Approved Variations;
 - any delays or anticipated delays (with reasons);
 - appointment(s) made and kept;
 - missed appointments;
 - access problems;
 - abortive calls; and
 - details of any further action or investigation required.

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- 13.1.6 The daily report must provide the following details for each Order for Out of Hours Emergency Works:
- date and time call received;
 - address of Property;
 - Order number;
 - brief description of Works undertaken;
 - time Works completed; and
 - details of any further action or investigation required.
- 13.1.7 The daily report must provide the following details about gas and other Servicing (including Safety Checks):
- each Safety Check, Servicing, Routine Maintenance and/or Responsive Maintenance undertaken to Installations or Appliances;
 - address of each Property to which Servicing has been undertaken;
 - status of all appointments for LGSR Safety Checks due to take place in the 10 Working Days immediately following the date of the daily report (including confirmation whether the appointment has been made and whether the Customer has confirmed that the time of the appointment is acceptable);
 - validity and status of all (non-Domestic gas) Servicing Certificates and Safety Checks;
 - any LGSR with less than 49 (forty-nine) calendar days left on their LGSR Validity Period;
 - any other Servicing Certificate with less than 30 (thirty) calendar days left on their Servicing Validity Period;
 - notification of application of 'The Gas Industry Unsafe Situations Procedures for Dealing with Unsafe Situations in Customers Premises'; and
 - details of any further action or investigation required.
- 13.1.8 The format and content of the daily reports shall be as approved by the Client's Representative.

13.2 **Provider's Weekly Reports**

- 13.2.1 Where the Contract Details so provide, the Provider must provide a weekly report to the Client's Representative. The weekly report must detail such of the following undertaken during the previous week as are specified in the Contract Details:
- either all Orders or just Orders for Works that are not Emergency Works (as specified in the Contract Details);
 - post inspections; and
 - recalls attended to.
- 13.2.2 The weekly report is to be issued on each Monday or on the first Business Day immediately after bank or public holidays where such days fall on a Monday. It must cover the previous week up to midnight on the day immediately preceding the issue of the report.
- 13.2.3 The Provider must transmit all weekly reports by fax, e-mail or via the direct computer link (if operational), to be received by the Client's Representative no later than 09.00.

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- 13.2.4 The weekly reports must include the following details for each Order that is not for Emergency Works:
- Order number;
 - date of Order;
 - address of Property;
 - reported fault;
 - priority;
 - the last day of the Response Period and/or the Target Completion Date (as applicable);
 - brief description of Works undertaken;
 - Order completion status;
 - any Variations (with reasons) and whether Self Authorised Variations or Approved Variations;
 - any delays or anticipated delays (with reasons);
 - appointment(s) made and kept;
 - missed appointments;
 - access problems;
 - abortive calls; and
 - details of any further action or investigation required.
- 13.2.5 The weekly report must include the following details of each Provider post inspection undertaken:
- original Order number;
 - date of original Order;
 - address of Property;
 - date of post inspection; and
 - result of post inspection.
- 13.2.6 The weekly report must include the following details about recall requests:
- Order number;
 - date of Order;
 - address of Property;
 - date of visit(s) to undertake the Works;
 - brief description of defect or incompleteness found;
 - action or Works undertaken;
 - Order completion status;
 - any delays or anticipated delays (with reasons);
 - appointment(s) made and kept;
 - missed appointments;

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- access problems;
- abortive calls; and
- details of any further action or investigation required.

13.2.7 The format and content of the weekly reports shall be as approved by the Client's Representative.

13.3 Higher Risk Buildings prescribed information

13.3.1 Before any commencing any Works, the Provider must notify the Client of any impact on the Safety Case for any Higher Risk Building resulting from those Works and any actions that the Provider considers that the Client may need to take because of that impact.

13.3.2 If, during the Works, any circumstances arise which impact on the Safety Case for any Higher Risk Building which have not been notified to the Client under Paragraph 13.3.1 the Provider shall immediately notify the Client in writing of those circumstances and any actions the Provider considers the Client may need to take because of those circumstances.

13.3.3 Within 2 (two) Business Days following the completion of any Works to a Higher Risk Building, the Provider must provide to the Client:

- all information that is required to kept, maintained, or disclosed by the Client under Building Safety Law relating to those Works;
- details of how the Works have impacted (if at all) on the key building information the Client is required retain and pass onto the Building Safety Regulator or any other prescribed person under Building Safety Law;
- details of any impact those Works may have on the Safety Case for that Higher Risk Building;
- written confirmation that the Works undertaken by the Provider have not compromised any existing safety measures in the Higher Risk Building or, where the Provider cannot give such confirmation, details of any such impact that the Works may have had on those safety measures; and
- a copy of any HRB Completion Certificate that is required to be issued in relation to those Works.

13.3.4 The Provider must supply all information provided under this Paragraph 13.3.1 in a format that is appropriate for inclusion in the Safety Case for the Higher Risk Building to which the Works have been undertaken including any format prescribed under Building Safety Law.

13.4 Area visit reports

13.4.1 For each Area visit, the Provider must complete the Client's Area Report Form with the date, time and full and exact details of Works undertaken. Where possible the Provider must obtain a signature from an authorised Customer, caretaker, or warden as appropriate to confirm that the Works have been carried out and completed satisfactorily.

13.4.2 The Provider shall keep copies of the Area Report Forms in such a manner as to enable the Client's Representative quickly and easily to access the Area Report Form for a particular Area.

13.4.3 The Provider must provide a schedule summarizing the results of the completed Area Report Forms in the format appended to the Contract Details or such other form as the Client's Representative requires for presentation at progress meetings.

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14. LIAISON

14.1 Progress meetings

- 14.1.1 The Client's Representative may call any meeting the Client's Representative deems necessary for the successful running of this Contract.
- 14.1.2 All progress meetings are to be chaired by the Client's Representative. The Client's Representative will be responsible for the production and circulation of the minutes.
- 14.1.3 The agenda for progress meetings is to be determined by the Client's Representative.

14.2 Monthly review meetings

- 14.2.1 After the end of each month there will be a monthly review meeting to review the Provider's performance over the previous month.
- 14.2.2 The Client's Representative will arrange, chair and minute monthly review meetings.
- 14.2.3 The agenda for monthly review meetings will include:
 - programme monitoring;
 - progress of the Works and any delays;
 - Orders outstanding beyond their Response Periods and/or Target Completion Dates (as applicable);
 - any Valuation queries;
 - number of Defects and recalls;
 - Customer satisfaction;
 - any complaints received from Customers and their resolution;
 - standards of Materials and workmanship achieved;
 - financial status/Budget monitoring;
 - recruitment, retention, promotion of Staff (and any updates to the list of Staff);
 - the number of Apprenticeships and schedules of on and off-site training and mentoring provided during the previous month;
 - the number of Trainees employed during the previous month and details of the training provided to them;
 - the number of work experience training weeks provided on this Contract during the previous month and the Provider's cumulative total for that year;
 - equality and diversity;
 - health and safety compliance;
 - Customer care;
 - the Provider's work capacity and planning;
 - a review of the construction phase plan for any Works subject to the CDM Regulations; and
 - the KPI performance information for the previous month.

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14.3 Quarterly review meetings

- 14.3.1 After the end of each quarter there is to be a quarterly review meeting between the Client, the Client's Representative, and the Provider.
- 14.3.2 The Client's Representative will arrange, chair and minute quarterly review meetings.
- 14.3.3 The purpose of quarterly review meetings is:
 - to review the overall performance of this Contract; and
 - discuss items of continuous improvement of the delivery of the Works for the benefit of the Provider, the Client and/or Customers.
- 14.3.4 Quarterly review meetings may be held outside Normal Working Hours to enable Customers to attend.
- 14.3.5 Before each quarterly meeting review the Client's Representative will produce tables of performance to assist the Client and the Provider in formulating potential ideas, policies, and improvements.

14.4 Annual performance review

- 14.4.1 The Client will carry out an annual performance review with the Provider.
- 14.4.2 The annual performance review will comprise a review of KPI performance together with an assessment of the Provider's overall performance in:
 - completing Orders within their Response Periods and by their Target Completion Dates (as applicable);
 - maximising Customer satisfaction;
 - minimising the number of broken appointments;
 - minimising the number of recalls for incompleteness of Works;
 - maximising the quality of financial information;
 - maximising the quality of workmanship and Materials;
 - minimising the number of complaints;
 - providing Customer centered repairs arrangements accessible to all sections of the community; and
 - providing good practice in equality and diversity.

14.5 Provider's responsibility to attend all meetings

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