



# NHF Form of Contract 2023

Price Framework Rules



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in partnership**

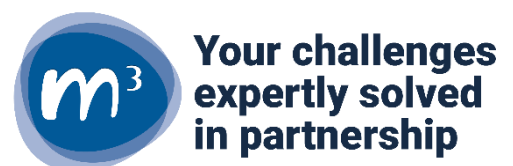
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# PRICE FRAMEWORK

**Responsive Maintenance (including Emergency Works ordered during Normal Working Hours)**

**LOT 8 FABRICATION WORKS**

**NAME OF PROVIDER:**.....

## **NHF FORM OF CONTRACT 2023 – PRICE FRAMEWORK**

### **Part 1. PRICE FRAMEWORK DETAILS**

#### **1. TENDERED RATES**

##### **1.1 Percentage adjustments to Schedule(s) of Rates**

**Option 1 – Rates include Central Overheads and Profit**

#### **REFER TO TT PRICE FRAMEWORK DOCUMENT**

Where there is more than one Rate in the Schedule of Rates for the same Works, the Rate to be applied to specific Works will be determined according to the Schedule of Rates and Version that the Client's Representative considers is most applicable to those Works. The Client's Representative's decision as to the basis on which the Works are carried out is to be final.

The Provider's Tendered percentage adjustments to the Schedule(s) of Rates for the Workstreams included in this Contract are set out in the Percentage adjustments to Schedule(s) of Rates section of the Tab of the Price Schedule for the applicable Workstream.

The Rates in the Schedule of Rates as adjusted by the Provider's tendered percentages as set out in the Price Schedule include for all costs of complying with the Provider's obligations under this Contract including preliminaries costs, Central Overheads and Profit.

Emergency Works Ordered during Normal Working Hours will be paid for at the Rates for Responsive Maintenance. No additional payment will be made for such Emergency Works.

The deduction of any Incentivisation Percentage (where applicable) is applied after the Gross base adjustment to the SoR Rates.

##### **1.2 Bases of pricing and payment**

**Standard Basis (applies only to the Workstreams indicated in the table at the start of Paragraph 1.1 [Percentage adjustments to Schedule(s) of Rates] above as those for which payment is to be made on the Standard basis of pricing and where "unique pricing" does not apply)**

##### **1.3 Daywork - Price Framework Rules Paragraph 4**

#### **REFER TO TT PRICE FRAMEWORK DOCUMENT**

##### **1.4 Out of Hours Emergency Works - Price Framework Rules Paragraph 1.3**

**NOT APPLICABLE**

##### **1.5 Incentivisation**

**NOT APPLICABLE**

## **NHF FORM OF CONTRACT 2023 – PRICE FRAMEWORK**

### **1.6 Void Property Inspections, Technical Inspections, Occupational Therapist Inspections and Property Health Checks/MOTs**

**NOT APPLICABLE**

### **1.7 Handyperson Service**

**NOT APPLICABLE**

### **1.8 Specific payments/allowances – Price Framework Rules Paragraph 3**

**NOT APPLICABLE**

### **1.9 Dayworks and Percentage Additions – Price Framework Rules Paragraphs 2.1.3, 2.1.5, 2.2.2, 4.4.1, 4.5.1 & 4.6.1**

**REFER TO TT PRICE FRAMEWORK DOCUMENT**

### **1.10 Provisional Amounts - Price Framework Rules Paragraphs 2.2 and 4.2**

**REFER TO TT PRICE FRAMEWORK DOCUMENT**

### **1.11 Out of Hours Call Handling**

**NOT APPLICABLE**

### **1.12 Call Handling**

**NOT APPLICABLE**

### **1.13 Servicing and Responsive Maintenance Prices**

**NOT APPLICABLE**

### **1.14 Prices for Estate Services Periodic Tasks**

**NOT APPLICABLE**

### **1.15 Major Component Renewal Prices**

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**NOT APPLICABLE**

### **1.16 Scaffolding**

**REFER TO TT PRICE FRAMEWORK DOCUMENT**

### **1.17 Inflation**

**NOT APPLICABLE**

## **2. TUPE IMPLICATIONS AND MOBILISATION COSTS**

**NOT APPLICABLE**

## **3. SIGNATURE BY TENDERER**

**REFER TO TT PRICE FRAMEWORK DOCUMENT**

## **NHF FORM OF CONTRACT 2023 – PRICE FRAMEWORK**

### **Part 2. PRICE FRAMEWORK RULES**

#### **1. SCHEDULE OF RATES AND TENDERED ITEMS**

##### **1.1 Provider to execute Works at Contract Rates**

- 1.1.1 The Provider's tendered Rates include all costs required to undertake the Works and complying with this Contract including:
- all mobilisation and set up costs, including IT investment, mobile working and communications, vehicles, tracking devices, offices, depots, welfare and storage facilities, livery and branding, recruitment, TUPE consultation, training and induction;
  - any additional 'start up' resources for Estate Services to bring Areas already covered by the Contract up to the standard by which they can be maintained;
  - all costs of validating in the Client's existing database of information relating to Area that are to receive Estate Services under this Contract including the costs of measuring prospective Areas that the Client may wish to add into this Contract;
  - all costs of liaising, communicating and dealing with Customers;
  - labour and all related costs (including PPE and health and safety related costs, travel and other non-productive time);
  - Materials supply costs including delivery and collection costs;
  - Equipment (other than scaffolding) including tools and personal protective equipment);
  - all temporary works and reinstatements;
  - all payments to Utility Providers;
  - supervision, transport (including parking, tolls and/or congestion, emission charges and/or all similar charges) depot and storage costs;
  - water supply for the Works, including all necessary plumbing and removal of temporary facilities on the completion of Void Property Works;
  - temporary artificial lights and electrical power and/or gas facilities;
  - the temporary disconnection and protection of telephone installations including repositioning to maintain services, releasing wires and cables before undertaking the Works and later refixing them, redecoration, reconnection, reinstatement and the costs of making good;
  - the temporary disconnection and protection of television and radio aerials, satellite dishes, receivers and the like including repositioning to maintain services, releasing wires and cables before undertaking the Works and later refixing them, redecoration, reconnection, reinstatement and the costs of making good;
  - the removal of fittings to be replaced and work necessary to gain access to the item to be repaired or renewed, including the removal and subsequent refitting of all duct access panels, floorboards, shelving and cupboards, making good all damage and touching up decorations to match existing;
  - the temporary removal, protection and reinstatement (where necessary) of all floor coverings, carpets, fridges, cookers, freezers, washing machines, drying machines, dishwashers, curtains including making good all damage and touching up decorations to match existing;
  - liaison and co-ordination with the Client's other contractors and consultants for Specialist Works including programming their work alongside that of the Provider, providing preconstruction information, arranging access, providing welfare facilities, allowing those contractors and consultants to use standing scaffolding and other means of access and on-site co-ordination and co-operation;
  - all waste, debris and waste disposal costs and charges (including permits, licences, tipping charges and landfill tax) arising from Materials;

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- all costs of cleaning the Property to which the Works are being undertaken;
  - the cost of reporting abandoned vehicles whilst providing Estate Services;
  - preliminaries costs, Central Overheads and Profit; and
  - all other costs involved in the execution of the Works under this Contract including the costs of responding to any risks that occur.
- 1.1.2 No additional payments are to be made to the Provider for the performance of the Provider's obligations, duties and responsibilities under the Contract Documents other than those set out in the Schedule of Rates and this Price Framework except to the extent that the Contract Documents expressly provide for payment for them.
- 1.1.3 Where there is more than one Rate in the Schedule of Rates for the same Works, the Rate to be applied to specific Works will be determined according to the Schedule of Rates and Version that the Client's Representative considers is most applicable to those Works. The Client's Representative's decision as to the basis on which the Works are carried out is to be final.

### **1.2 Additions and deletions from the Schedule of Rates**

- 1.2.1 The Client's Representative may delete items from the Schedule of Rates where the Client's Representative considers appropriate. No payment is to be made to the Provider as a result of such items being deleted.
- 1.2.2 The Client's Representative may require the inclusion of additional items within the Schedule of Rates. The Client will identify such items. The Client's Representative will either pre-price them or request a Price from the Provider for the approval of the Client's Representative and inclusion in the Schedule of Rates.
- 1.2.3 Any additional items are to be priced on a comparable basis with existing items in the Schedule of Rates.
- 1.2.4 Where Areas are added to this Contract the Annual Price for undertaking Periodic Tasks in those Areas shall be as determined by the Client's Representative on a pro rata basis (according to the respective sizes of Areas within the Contract already and that of the Area being added).
- 1.2.5 The Client's Representative's decision on the Rates for any additional items and/or revisions to the Annual Price for any additional Areas will be final.

### **1.3 Payment for Out of Hours Emergency Works**

- 1.3.1 Works undertaken by the Provider as Out of Hours Emergency Works will not be paid for as such unless:
- they are Works falling within the definition of Out of Hours Emergency Works; or
  - the Client's Representative approves them being paid for as Out of Hours Emergency Works under Paragraph 1.3.2.
- 1.3.2 The Client's Representative may approve Works being undertaken and paid for as Out of Hours Emergency Works even though those Works do not fall within the definition of Out of Hours Emergency Works because an Order for those Works was issued during Normal Working Hours.



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### 2. PRIME COST SUMS AND PROVISIONAL AMOUNTS

#### 2.1 Expenditure on Materials against Prime Cost Sums included in Schedule of Rates items

- 2.1.1 Prime Cost Sums are to be spent by the Provider solely on the Materials for which they are included as set out in the Schedule of Rates. Prime Cost Sums are to be expended solely in accordance with an Instruction to do so from the Client's Representative. Unless the Client's Representative gives such an Instruction, a Prime Cost Sum is not to be expended. Prime Cost Sums that have not been expended are to be omitted from the Contract if the Client's Representative so instructs (and this is to apply where the Client provides the Materials to which the Prime Cost Sum relates as "free issue" under Clause 5.1.6 [*General obligations relating to the Works*] of the Contract Conditions).
- 2.1.2 Unfixed Materials (including any stored on-site) are not to be included in any Valuation of the expenditure of Prime Cost Sums. The Provider is responsible for any loss, damage, or breakage (after delivery) of and must replace all damaged Materials financed by Prime Cost Sums.
- 2.1.3 Where a Prime Cost Sum is used for Materials, the Provider will be paid or must allow to the Client the difference between the amount of the Prime Cost Sum for Materials indicated in the Schedule of Rates description and the invoiced prime cost of those Materials after deduction of all trade discounts (of any amount) and any cash discounts of more than 5% (five per cent (but ignoring any cash discounts of up to 5% (five per cent))) and any rebates received by the Provider, plus the percentage Rate on each item (payable in all cases) set out in Paragraph 0 [*Dayworks and Percentage Additions*] of the Price Framework Details.
- 2.1.4 The percentage addition indicated in Paragraph 0 [*Dayworks and Percentage Additions*] of the Price Framework Details is included in the value of the Schedule of Rates item to which the Prime Cost Sum relates. This percentage Rate adjustment is to be added to the prime cost of the Materials when calculating the difference between the Prime Cost Sum and the invoice value under Paragraph 2.1.3 above.
- 2.1.5 The percentage addition indicated in Paragraph 0 [*Dayworks and Percentage Additions*] on Materials to be financed by a Prime Cost Sum includes for all costs of:
- liaison with the Supplier including agreeing the details and quantities, ordering the Materials and checking deliveries and invoices;
  - returnable crates and other packaging containers;
  - returning unused items to the Supplier and obtaining the appropriate credit; and
  - taking delivery of, unloading, unpacking, storing, hoisting and distributing Materials.

#### 2.2 Provisional Amounts in the Price Framework Details

- 2.2.1 All Provisional Amounts indicated in the Price Framework Details (Paragraph 0 [*Dayworks and Percentage Additions*]) are to be spent solely in accordance with an Instruction to do so given by the Client's Representative.
- 2.2.2 Any Works financed from Provisional Amounts are to be paid for (as applicable):
- at the Rates in the Schedule of Rates as adjusted by the appropriate percentage adjustment under Paragraph 1.1 [*Percentage adjustments to Schedule(s) of Rates*] of the Price Framework Details; or
  - as Daywork.
- 2.2.3 Where the Client's Representative considers that the expenditure of a Provisional Amount is no longer required by the Client, the Client's Representative may decide to omit that Provisional Amount from this Contract. The Client's Representative must notify the Provider of any such deletion within 20 (twenty) Working Days of such deletion being made.

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### 3. SPECIFIC PAYMENTS/ALLOWANCES

#### 3.1 Minimum Order Value

- 3.1.1 Where the Price Framework Details so provide, the minimum amount payable for any Order is the Minimum Order Value set out in the Paragraph 0 [*Specific Payments/Allowances*] of the Price Framework Details.
- 3.1.2 The Price Framework Details state whether the Minimum Order Value is to be adjusted by the percentage adjustment for Responsive Maintenance under Paragraph 1.1 [*Percentage adjustments to Schedule(s) of Rates*] of the Price Framework Details.
- Pandemic Payments will not be included when determining whether the Minimum Order Value applies and where the Minimum Order Value applies to any Order, Pandemic Costs are payable in addition to this.

#### 3.2 Early Void Completion Payment

- 3.2.1 Where the Price Framework Details so provide, the Client will pay a bonus of the amount set out in Paragraph 0 [*Specific Payments/Allowances*] of the Price Framework Details to the Provider for each Property where Void Property Works are completed at least 5 (five) Working Days before the end of their Response Period.
- 3.2.2 The bonus for early completion of Void Property Works is not to be adjusted by the percentage adjustment for Void Property Works under Paragraph 1.1 [*Percentage adjustments to Schedule(s) of Rates*] of the Price Framework Details, includes Central Overheads and Profit and is not subject to any deduction of the Incentivisation Percentage.

#### 3.3 Order Cancellation Payment

- 3.3.1 If an Order is cancelled:
- before any of the Provider's Staff have attended at the Property (whether for pre-inspection or to undertake the Works), no payment will be due to the Provider;
  - after the Provider's Staff have attended at the Property, the Order Cancellation Payment is payable where Paragraph 0 [*Specific Payments/Allowances*] of the Price Framework Details provides for this; or
  - after the Provider has undertaken some Works, the Provider is to be paid for these Works in accordance with the Schedule of Rates and Price Framework.
- 3.3.2 Paragraph 0 [*Specific Payments/Allowances*] of the Price Framework Details states whether an Order Cancellation Payment is to be made where an Order for Works that were required because of Customer Damage is cancelled by the Client's Representative after the Provider's Staff have attended at the Property but before they have done any Works.

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### 4. DAYWORKS & ITEMS NOT COVERED BY THE SCHEDULE OF RATES

#### 4.1 Where Schedule of Rates not applicable

- 4.1.1 If any Work is Ordered for which there are no tendered Rates in the Schedule of Rates, the Rate payable is to be determined by the Client's Representative in the light of:
- the Rate(s) payable for the items most nearly conforming with the Works undertaken; or
  - a quotation from the Provider.

#### 4.2 Daywork, Out of Hours Emergency Work call outs and Provisional Amounts

- 4.2.1 The Client's Representative may require any Works which cannot be valued under specific items in the Schedule of Rates (including Works financed from a Provisional Amount) to be carried out as Daywork.
- 4.2.2 The Client's Representative will specify on each Order for Daywork the maximum number of hours allowed for that Work. No payment is to be made for Daywork beyond the specified number of hours unless a Variation to that number of hours has been approved by the Client's Representative. The Self-Authorised Variation Procedure is not to apply in these circumstances.

#### 4.3 Labour supplied on Daywork or reimbursable as Out of Hours Emergency Works

- 4.3.1 Overtime Ordered by the Client's Representative is payable (as Daywork at the Rate in Paragraph 1.23 [*Daywork*] of the Price Framework Details or as Out of Hours Emergency Work as specified in Paragraph 1.4 [*Out of Hours Emergency Works*] of the Price Framework Details) only if the Client's Representative specifically agrees this in writing when Ordering the Works.
- 4.3.2 If a "no access" or "no repair" situation arises on Out of Hours Emergency Works despite the Provider having made all reasonable efforts to respond to the reported repair then at the Client's Representative's discretion a payment will be made of either:
- 1 (one) hour at the Out of Hours Emergency Work labour rate for the relevant trade where Option 1 of Paragraph 1.4 [*Out of Hours Emergency Works*] of the Price Framework Details applies; or
  - 1 (one) hour of the Daywork rate for the appropriate trade where Option 2 of Paragraph 1.4 [*Out of Hours Emergency Works*] of the Price Framework Details applies.
- 4.3.3 If instructed that the "Do Not Visit Alone" policy is applicable to an Order issued as Out of Hours Emergency Works, the Provider is entitled to be paid for a Daywork "Labourer" as a "second person" at the Rate tendered in Paragraph 1.23 [*Daywork*] of the Price Framework Details.

#### 4.4 Materials supplied on Daywork or reimbursable as Out of Hours Emergency Works

- 4.4.1 The Rate payable for Materials used in Daywork or reimbursable as Out of Hours Emergency Work (with a prime cost over £1.00 (one pound) per hour of work) is as follows:
- the net invoiced price of Materials after deduction of all rebates and all trade discounts including cash discounts of over 5% (five per cent), but not cash discounts up to 5% (five per cent);
  - the cost of Materials supplied from the Provider's own stores based upon the current market prices of the Materials;
  - [the cost of delivering such Materials to site where such delivery warrants a specific delivery charge]\*; and/or
  - the percentage addition indicated in Paragraph 0 [*Dayworks and Percentage Additions*] of the Price Framework Details to the prime cost of Materials.

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***[\*Client to delete if not allowable]***

- 4.4.2 The price of unfixed Materials (including any stored on-site) is not to be included in any Valuations for Dayworks.
- 4.4.3 The Provider must provide supporting invoices to the Client for Materials used in Dayworks and Out of Hours Emergency Work.
- 4.4.4 Where Materials are to be paid for at their market price, the amount payable is the market price at the date of each Order as determined by the Client's Representative or at the average price from 3 (three) Suppliers as the Client's Representative specifies.

### 4.5 Equipment supplied on Daywork or reimbursable as Out of Hours Emergency Works

- 4.5.1 The Rate payable for Equipment specifically required for Dayworks and Out of Hours Emergency Works is as follows:
- the net invoiced hire cost of that Equipment after deduction of all rebates and all discounts including cash discounts of over 5% (five per cent), but not cash discounts up to 5% (five per cent);
  - the cost of Equipment directly supplied from the Provider's own Equipment resources based upon the current market price of the Equipment;
  - [the cost of delivery to site where such Equipment warrants a specific delivery charge]\*; and
  - the percentage addition indicated in Paragraph 0 [*Dayworks and Percentage Additions*] of the Price Framework Details to the prime cost of the Equipment.

***[\*Client to delete if not allowable]***

- 4.5.2 No separate payment is to be made for non-mechanical hand tools or erected scaffolding, staging or trestles.
- 4.5.3 The Provider must provide supporting invoices to the Client for Equipment used in Daywork and Out of Hours Emergency Work.
- 4.5.4 Where Equipment is to be paid for at its market price, the amount payable is the hire cost current at the date of the Order as determined by the Client's Representative or the average price from 3 (three) Suppliers as the Client's Representative specifies.

### 4.6 Specialist Works

- 4.6.1 The Client will pay the Provider the actual cost of Specialist Work specifically Instructed by the Client's Representative to be undertaken as Specialist Works by a Specialist Subcontractor. The Rate payable for those Specialist Works is:
- the net prime cost of the payment to the Specialist Subcontractor after deduction of all rebates and all discounts including cash discounts of over 5% (five per cent), but not cash discounts of up to 5% (five per cent); plus
  - the percentage addition indicated in Paragraph 0 [*Dayworks and Percentage Additions*] of the Price Framework Details to the net prime cost payable to such Specialist Subcontractor.

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### **5. PAYMENT FOR SCAFFOLDING AND OTHER MEANS OF ACCESS**

#### **5.1 Storeys**

- 5.1.1 Any reference to the number of storeys means the number of storeys above the general adjacent ground level surrounding the Property or Block disregarding localised lower areas caused by sloping ground, basement, dry-area, lightwells and similar structures.
- 5.1.2 A storey does not include any roof space or void (including space/void within a mansard) whether in its original "as built" condition or a subsequently converted condition to provide useable, habitable or storage areas.

#### **5.2 Scaffolding and other means of access for structures not exceeding two storeys**

- 5.2.1 For all Versions of the SoR from Version 8 onwards, all scaffolding required for the Works (including mobile elevating platforms, mast climbers, access cradles and similar access equipment) is to be valued at the Rates set out in the Schedule of Rates as adjusted by the Provider's adjustment percentage set out in the Price Schedule from the point at which the scaffolding is fully erected until the Works for which it is required are completed.
- 5.2.2 For all Versions of the SoR earlier than Version 8, the cost of the following items are included within the Provider's tendered Rates / adjustment percentage to the Rates in the SoR Schedule for Scaffolding:
- all necessary trestles, ladders, boards, towers, scaffolding and other means of access to the external elevations, gutters, roof surfaces/coverings, parapets, eaves, gables, verges and party walls of 2 (two) storey structures and structures below 2 (two) storeys, in all situations where a working platform is required at or below eaves, parapet, verge or ridge level or between these levels as appropriate to provide working access to the roof structure, surface/coverings, flashings and any other associated roof feature and the like;
  - all additional ladders, boards, towers, scaffolding and other means of access necessary to party walls, parapets, dormers, chimney stacks, flues, ducting, pipework, tank/plant housings/enclosures/screens/rooms, extract fans, ventilation units and similar structures protruding above the eaves, verge or ridge level of 2 (two) storey structures and structures below 2 (two) storeys, where the protrusion does not exceed 1m (one metre) high (measured vertically on the shortest face from a point at the base/roof covering abutment to the top of the protrusion but disregarding the extra height caused by pots, terminals and finials); and
  - all necessary temporary barriers, hoardings and protection for safe and proper execution of the Works, for protecting the public and the occupants of adjoining premises and for meeting the requirements of any Statutory Authority.
- 5.2.3 Where Paragraph 5.2.2 applies, the Provider is to be paid for the additional cost of towers and scaffolding necessary and provided to party walls, parapets, dormers, chimney stacks, flues, ducting, pipework, tank/plant housings/enclosures/screens/rooms, extract fans, ventilation units, and similar structures protruding above the eaves, verge or ridge level of 2 (two) storey structures and structures below 2 (two) storeys, where the protrusion exceeds 1m (one metre) high at the tendered Rates stated in the Price Schedule. The decision as to the appropriate solution for which payment will be made is at the sole discretion of the Client's Representative.

#### **5.3 Scaffolding and other means of access for structures exceeding two storeys**

- 5.3.1 For all Versions of the SoR earlier than Version 8, the cost of the following items are included within the Provider's tendered Rates.
- all necessary trestles, ladders, boards, towers, scaffolding and other means of access to the external elevations, gutters, roof surfaces/coverings, parapets, eaves, gables, verges and party walls of 2 (two) storey structures and structures below 2 (two)

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storeys, in all situations where a working platform is required at or below eaves, parapet, verge or ridge level or between these levels as appropriate to provide working access to the roof structure, surface/coverings, flashings and any other associated roof feature and the like;

- all additional ladders, boards, towers, scaffolding and other means of access necessary to party walls, parapets, dormers, chimney stacks, flues, ducting, pipework, tank/plant housings/enclosures/screens/rooms, extract fans, ventilation units and similar structures protruding above the eaves, verge or ridge level of 2 (two) storey structures and structures below 2 (two) storeys, where the protrusion does not exceed 1m (one metre) high (measured vertically on the shortest face from a point at the base/roof covering abutment to the top of the protrusion but disregarding the extra height caused by pots, terminals and finials); and
- all necessary temporary barriers, hoardings and protection for safe and proper execution of the Works, for protecting the public and the occupants of adjoining premises and for meeting the requirements of any Statutory Authority.

- 5.3.2 For all Versions of the SoR earlier than Version 8, all other scaffolding required for the Works or erected following a specific Instruction from the Client's Representative, is to be valued at the Provider's Rates set out in the Price Schedule from the point at which the scaffolding is fully erected until the Works for which it is required are completed.

### 5.4 Mobile elevating working platforms, mast climbers, access cradles and the like

- 5.4.1 For all Versions of the SoR earlier than Version 8, any costs of mobile elevating platforms, mast climbers, access cradles and the like access equipment are included within the Provider's tendered Rates unless they are required for Works above 2 (two) storeys.
- 5.4.2 For all Versions of the SoR earlier than Version 8, the costs of mobile elevating platforms, mast climbers, access cradles and the like access equipment used for Works above 2 (two) storeys are to be paid for at the Provider's tendered Rates set out in the Price Schedule.
- 5.4.3 For all Versions of the SoR (including Version 8 onwards), payment in respect of mobile elevating platforms, mast climbers, access cradles and the like access equipment will be made only in respect of productive hours expended on site which the Provider must substantiate using date/time stamped real time reporting.

### 5.5 Use of scaffolding by the Client's other contractors

Where a contractor to the Client uses scaffolding provided for the Works by the Provider, the Provider is to be paid the day Rate set out in the Schedule of Rates (where Version 8 or later of the SoR applies) or the Price Schedule (for Versions earlier than Version 8 of the SoR applies) for each day on which the Client's other contractor uses the scaffolding.

- 5.5.1 Where the Provider is required to keep scaffolding in place for use by the Client's other contractor after the Works requiring scaffolding have been completed, the Provider is to be paid the full rate for hire of that scaffolding calculated in accordance with the Schedule of Rates (where Version 8 or later of the SoR applies) or the Price Schedule (for Versions earlier than Version 8 of the SoR applies) from the date the Works are completed to the point at which the Client's Representative notifies the Provider that the scaffolding is no longer required. Such Rate is to be payable even if the provision of the scaffolding was originally included in the Rates and was not payable separately under Paragraph 5.3 above.

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### 6. INFLATION

#### 6.1 Fixed Items

- 6.1.1 The Provider's tendered percentage adjustments (including those for the Incentivisation Percentage where applicable) are fixed for the Contract Period.
- 6.1.2 All Prices and Rates are fixed until the first Inflation Adjustment Date.

#### 6.2 Items to which Inflation is applied

- 6.2.1 Where the Contract Details provide for the Rates and Prices in the Schedule of Rates to be adjusted by Inflation, on each Inflation Adjustment Rate an adjustment for Inflation is to be applied to:
- the Rates in the Schedule of Rates as set out in the Price Schedule;
  - the Rates for Daywork as set out in Paragraph 1.23 [*Daywork*] of the Price Framework Details;
  - the Rates or lump sum per callout for Out of Hours Emergency Works as detailed in the Price Schedule and Paragraph 1.4 [*Out of hours Emergency Works*] of the Price Framework Details;
  - the Prices for Void Property Inspections, Technical Inspections, Occupational Therapist Inspections and/or Property Health Checks/MOTs as set out in in the Price Schedule and Paragraphs **Error! Reference source not found.** [*Void Property Inspections, Technical Inspections, Occupational Therapist Inspections and Property Health*] of the Price Framework Details;
  - the Rates for a Handyperson Service as set out in in the Price Schedule and Paragraph 1.7 [*Handyperson Service*] of the Price Framework Details;
  - such of the Minimum Order Value, the Early Void Completion Payment and/or the Order Cancellation Payment as apply under this Contract as set out in in the Price Schedule and Paragraph 0 [*Specific Payments/Allowances*] of the Price Framework Details];
  - PC Sums included in the Rates;
  - Provisional Amounts set out in Paragraph in the Price Schedule and 1.10 [*Provisional Amounts*] of the Price Framework Details
  - the Rates for Call Handling or Out of Hours Call Handling (where provided under this Contract, as set out in in the Price Schedule and Paragraph 0 [*Out of Hours Call Handling*] or Paragraph 1.12 [*Call Handling*] of the Price Framework Details);
  - the Prices set out in the Price Schedule as set out in in the Price Schedule and Paragraphs 0 [*Servicing and Responsive Maintenance Prices*] and 1.14 [*Prices for Estate Services Periodic Tasks*] of the Price Framework Details;
  - Major Component Renewal Prices as set out in the Price Schedule and Paragraph 1.15 [*Major Component Renewal Prices*] of the Price Framework Details (where applicable); and
  - the Rates for Scaffolding, where this is individually priced in the Price Schedule as set out in in the Price Schedule and Paragraph 0 [*Scaffolding*] of the Price Framework Details (where applicable).
- 6.2.2 The application of Inflation to the above items will be as set out in Clause 9.4 of the Contract Conditions. The following worked example sets out how this is done.

#### First Inflation Period adjustment

	Base Rate	£100.00
Index on Inflation		
Base Date	September 2024 e.g., 100	

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Index at Inflation September 2025 e.g. 105  
Period End

% movement = 5%

Increase to Prices = £ 5.00  
£105.00

For the Rates subject to the Provider's tendered percentage adjustment, this is then applied to that tendered percentage adjustment. If the tendered percentage is, say, minus 20% this would give a deduction of £21 in the £100

£ 21.00  
£ 84.00

The revised percentage adjustment applicable from the first Inflation Adjustment Date would therefore be:

$£100.00 - £84.00 = \text{minus } 16\%$

### Second Inflation Period adjustment

Base Rate £100.00

Index on Inflation

Base Date September 2024 e.g. 100

Index at Inflation September 2026 e.g. 110

Period End

% movement = 10%

Increase to Prices = £ 10.00  
£110.00

For the Rates subject to the Provider's tendered percentage adjustment, this is then applied to the tendered percentage adjustment. Using the same percentage of, say, minus 20% this would give a deduction of £22 in the £100

£ 22.00  
£ 88.00

The revised percentage adjustment applicable from the second Inflation Adjustment Date would therefore be:

$£100.00 - £88.00 = \text{minus } 12\%$

Subsequent Inflation Period adjustments should be calculated in the same manner as above.