

NHF FORM OF CONTRACT 2023

Responsive Maintenance

Pest Control and Prevention Services – Ref 01019

TAI TARIAN

and

[INSERT NAME OF PROVIDER]

ARTICLES OF AGREEMENT

Pest Control and Prevention Services – Ref 01019

NHF FORM OF CONTRACT 2023 – ARTICLES OF AGREEMENT

CONTRACT ("this Contract") dated

20[]

PARTIES:

(1) [] [Limited] (community benefit society number []) whose registered office is at []
("the Client"); and

[use for a community benefit society]

(2) [] Limited (company number []) whose registered office is at []
("the Provider").

OR

(2) [] of [] trading as [] ("the Provider").

[use where the Provider is a sole trader]

NHF FORM OF CONTRACT 2023 – ARTICLES OF AGREEMENT

IT IS AGREED THAT:

1. In consideration of the Client’s obligations under this Contract, the Provider will undertake the Works set out in the Contract Documents in accordance with this Contract.
2. The following documents (the “**Contract Documents**”) are incorporated in and are part of the Contract:
 - 1 - NHF Form of Contract 2023 Price Framework
 - 2 - NHF Form of Contract 2023 Price Framework Rules
 - 2A - Responsive V8 Schedule of Rates
 - 3 - Pre Construction Information
 - 4 - NHF Form of Contract 2023 Preliminaries
 - 5 - NHF Form of Contract 2023 Contract Conditions
 - 6 - NHF Form of Contract 2023 Articles & Contract Details
 - 7 - NHF Form of Contract 2023 KPI Framework
 - 8 - NHF Form of Contract 2023 Responsive Specification
 - Invitation to Tender (ITT)
3. The Contract Conditions and Preliminaries are to incorporate the amendments set out in the Schedule of Amendments annexed to these Articles of Agreement

IN WITNESS of the above both Parties have executed this Contract as a deed and it is delivered and takes effect on the date at the start of it.

Client

EXECUTED as a **DEED** by)
Tai Tarian Limited acting by:)

Chief Executive _____

Director _____

Provider

EXECUTED as a **DEED** by)
[] Limited acting by:)

Director _____

Director/Secretary _____

NHF FORM OF CONTRACT 2023 – ARTICLES OF AGREEMENT

OR

Director _____

Witness signature _____

Witness name _____

Witness address _____

[use for a company]

EXECUTED as a **DEED** by _____)
[_____] and _____)
[_____] _____)
being two designated partners _____)
in the firm of [_____] LLP _____)

Designated Partner _____

Designated Partner _____

[use for an LLP and add the names of the partners who will sign]

EXECUTED as a **DEED** by [_____] _____)
[_____] and _____)
[_____] _____)
being all of the partners _____)
in the firm of [_____] _____)

Partner _____

Witness signature _____

Witness name _____

NHF FORM OF CONTRACT 2023 – ARTICLES OF AGREEMENT

Witness address _____

Partner _____

Witness signature _____

Witness name _____

Witness address _____

Partner _____

Witness signature _____

Witness name _____

Witness address _____

[use for a partnership and add the names and addresses of all partners]

EXECUTED as a **DEED** by [] of [])

trading as [])

Signature _____

Witness signature _____

Witness name _____

Witness address _____

NHF FORM OF CONTRACT 2023 – ARTICLES OF AGREEMENT

[use for a sole trader and insert name, address and trading name (where used)]

NHF FORM OF CONTRACT 2023 – ARTICLES OF AGREEMENT

SCHEDULE OF AMENDMENTS		
CONTRACT CONDITIONS		
CLAUSE	CLAUSE HEADING	AMENDMENT
2	CONTRACT FORMATION AND DURATION	
2.1	Contract Formation	OMIT Paragraph 2.1.1: Not Applicable
3	CONTRACT MANAGEMENT	
3.6	Core Group	OMIT Paragraphs 3.6.1 – 3.6.2 inclusive: Not Applicable
6	STAFF AND TUPE	
6.4	TUPE – in	OMIT Paragraphs 6.4.1 – 6.4.3 inclusive: Not Applicable

NHF FORM OF CONTRACT 2023 – ARTICLES OF AGREEMENT

SCHEDULE OF AMENDMENTS		
PRELIMINARIES		
PARAGRAPH	PARAGRAPH HEADING	AMENDMENT
2.	Information Technology and Communications	
2.2	Linking the Client's IT System and Service Provider's IT System	OMIT Paragraphs 2.2.1 – 2.2.10 (inclusive): Not Applicable
2.5	Co-location of Staff	OMIT Paragraph 2.5: Not Applicable
3.	Customer Liaison	
3.2	Customer Liaison Officer	OMIT Paragraphs 3.2.1 to 3.2.2 (inclusive): Not Applicable
3.4	Area Office	OMIT Paragraph 3.4.1: Not Applicable
4.0	Staff	
4.4	Vehicles – Service Provider's responsibilities	OMIT Paragraph 4.4.2: Not Applicable OMIT "and 4.4.2" from Paragraph 4.4.3

NHF FORM OF CONTRACT 2023 – ARTICLES OF AGREEMENT

5.	Health and Safety Policies and Procedures	
5.9	Scaffolding	OMIT Paragraph 5.9.17 INSERT new Paragraph 5.9.17: Payment for scaffolding is included within the Rates as per the Price Framework Rules.
5.11	Excavations	OMIT Paragraph 5.11.1: Not Applicable
5.14	Invasive Alien Species	OMIT Paragraph 5.14: Not Applicable
6.	Orders, Response Periods and Programme	
6.2	Annual Programme for Planned Works	OMIT Paragraphs 6.2.1 to 6.2.4 (inclusive): Not Applicable
6.4	Issue of Order and pre-inspections for Planned Works and Major Works	OMIT Paragraphs 6.4.1 to 6.4.5 (inclusive): Not Applicable
6.5	Preparation and Approval of Designs, schedule Budget, and Order Programme	OMIT Paragraphs 6.5.1 to 6.5.7 (inclusive): Not Applicable
6.7	Surveys to Produce Servicing Programmes or Estate Services Programmes	OMIT Paragraphs 6.7.1 to 6.7.3 (inclusive): Not Applicable

NHF FORM OF CONTRACT 2023 – ARTICLES OF AGREEMENT

6.8	Servicing Programmes and Estate Services Programmes	OMIT Paragraphs 6.8: Not Applicable
6.13	Mutual Exchange Electric and Gas Tests	OMIT Paragraphs 6.13: Not Applicable
7.	Permitted Working Hours, Appointments and Access	
7.2	Out of Hours Call Handling	OMIT Paragraphs 7.2.1 to 7.2.6 (inclusive): Not Applicable
10.	Void Property Works	
10	Void Property Works	OMIT Paragraphs 10.4.1 to 10.4.6 (inclusive): Not Applicable
11.	Utilities	
11.3.5	Winter closedown period for Voids	OMIT Paragraph 11.3.5: Not Applicable
12.	Order Completions	
12.1.8	Percentage of physical inspections and checks whilst Works are in progress	OMIT Paragraph 12.1.8: Not Applicable

NHF FORM OF CONTRACT 2023 – ARTICLES OF AGREEMENT

12.2.2	Pre-notification of expected Completion Dates of Order	OMIT Paragraph 12.2.2: Not Applicable
12.2.5	Notification of Order Completions - additional certification information	OMIT Paragraph 12.2.5: Not Applicable
12.2.6	Christmas period	OMIT Paragraph 12.2.6: Not Applicable
12.3.1	Client's Audit Checks - Heating Installations and Heating Appliances	OMIT Paragraph 12.3.1: Not Applicable
12.3.2	Client's Audit Checks - LGSRs	OMIT Paragraph 12.3.2: Not Applicable
12.3.3	Client's Audit Checks - Inspection of LGSRs	OMIT Paragraph 12.3.3: Not Applicable
12.3.4	Client's Audit Checks - Installations other than Heating	OMIT Paragraph 12.3.4: Not Applicable
12.4.3	Customer Satisfaction and Order Sign Off	OMIT Paragraph 12.4.3: Not Applicable

CONTRACT DETAILS

Responsive Maintenance

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

CONTENTS

Part 1. CONTRACT DETAILS FOR THE CONTRACT CONDITIONS.....	1
Part 2. CONTRACT DETAILS FOR THE PRELIMINARIES	12
APPENDIX 3: CLIENT’S POLICIES.....	21
APPENDIX 6: CLIENT’S CONTRACTOR CODE OF CONDUCT AND SERVICE STANDARDS	22
APPENDIX 7: HEALTH AND SAFETY PRECONSTRUCTION INFORMATION	25
APPENDIX 9: DATA PROCESSING TABLE	31
APPENDIX [10]: REQUIRED COMPETENCIES TABLE.....	33
APPENDIX [11]: CUSTOMER LIAISON OFFICERS DUTIES	35

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

Part 1. CONTRACT DETAILS FOR THE CONTRACT CONDITIONS

Parties: Client

The Client is:

- **Tai Tarian**

of

**Tŷ Gwyn,
Brunel Way,
Neath,
Neath Port Talbot,
SA11 2FP**

Telephone: **0300 777 0000**

Email: **@TaiTarian.co.uk**

Parties: Provider

The Provider is:

- **[insert name of Provider when Contract awarded]**

of

- **[insert address]**

.....

.....

.....

Telephone: **[insert telephone no.]**

Email: **[insert email address]**

Clauses 1.1 & 9.3 Definition of "Central Overheads"

Additional items that are to be regarded as Central Overheads:

- **None**

Clause 1.1 Definitions of "Client's IT System" and "Client's IT Appendix"

The Client's IT System is as set out in the Contract Details for Paragraph 2.2.1 [*Linking the Client's IT System and Provider's IT System*] of the Preliminaries (see below).

Full details are set out in Appendix [5] [*Client's IT Appendix*] to these Contract Details.

Clauses 1.1 & Definition of "Client's Policies"

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

5.1.1 The Client’s Policies that must be followed by the Provider when carrying out the Works are:

- ***To be provided***

Copies of these Policies are set out in Appendix [3] [*Client’s Policies*] to these Contract Details.

Clause 1.1 **Definition of “Client’s Standard Details”**

The Client’s Standard Details for specific design and/or installation requirements, performance or technical specifications, schedules or drawings for this Contract are set out in Appendix 1 [*Scope of Works*] to these Contract Details.

Clause 1.1 **Definition of “Data Processing Table”**

The table at Appendix [9] [*Data Processing Table*] to these Contract Details.

Clauses 1.1 & 5.4 **Definition of “Defects Liability Period”**

The Defects Liability Period is:

- ***12 (twelve) Months*** from each Order Completion Date.

Clauses 1.1 & 9.16 **Definition of “Interest Rate”**

The Interest Rate is:

- ***4% (four per cent)*** above [***Bank of England***] Base Rate.

Clauses 1.1 & 9.11 **Definition of “Interim Final Account”**

Interim Final Account Date(s) is/are:

- ***Not applicable***

Clause 1.1 **Definition of “Pre-Construction information”**

The health and safety information set out in Appendix [7] [*Health and Safety Pre-Construction Information*] to these Contract Details.

Clauses 1.1 & 4.1 **Definition of “Properties”**

The Properties covered by the Contract are all the Client’s properties in:

- ***all areas***

Clause 1.1 **Definition of “Required Competencies Table”**

The table of specific competencies, qualifications, training requirements and accreditations that Staff are required to have in order to undertake particular types of Works set out in Appendix [10] [*Required Competencies Table*] to these Contract Details.

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

Clauses 1.1 & 9.6 Definitions of “Retention” and Retention Period

A Retention is to be applied during the Retention Period:

- **No**

Clauses 1.1 & 4.2.1 Definition of “Self-Authorised Variations Limit”

The Self-Authorised Variations Limits for the Workstreams below are the amounts set out below:

Workstream	Self-Authorised Variations Limit including the Provider’s tendered adjustment percentage [<i>delete if not applicable</i>] (and excluding VAT).
Responsive Maintenance	£150

Clauses 1.1 & 5.3 Definition of “Specialist Works”

The following additional work types are designated as Specialist Works:

- **To be confirmed by the Client upon issue of the order**

Clauses 1.1 & 8.5 Definition of “Tenancy Agreement”

The Client’s Tenancy Agreement(s) applicable to the Properties subject to this Contract set out in Appendix [2] [*Tenancy Agreement*] to these Contract Details.

Clause 1.1 Definition of “Tenure”

The additional tenures under which Properties subject to this Contract are held (in addition to social rented, affordable rented, market rent and leasehold) are:

- **N/A**

Clause 1.1 Definition of “Working Days”

Working Days (for the purpose of calculating Response Periods, Target Completion Dates and Defects Rectification Periods) are the following days (excluding bank and public holidays):

- Monday to Friday; and
- Saturday morning (part day) **08.00 to 12.00.**

Clauses 1.1 & 4.1.1 Definition of “Workstreams”

This Contract covers the following work types (“**Workstreams**”) as further defined in Appendix 1 [*Scope of Works*] to these Contract Details:

- **Responsive Maintenance Clause Contract formation**

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

2.1.1 The Contract may be formed by the issue of a Letter of Acceptance:

- **No**

Clause 2.2 Contract Period

Subject to earlier termination under Clause 13 [Termination and Expiry] of the Contract Conditions in accordance with Clause 2.2.1 [*Commencement and Duration*] of the Contract Conditions, the Contract Period is:

- **3 (three) years from the Commencement Date.**

In accordance with Clause 2.2.1 [*Commencement and Duration*] of the Contract Conditions, the Commencement Date is:

- **1st August 2026**

In accordance with Clause 2.2.1 [*Commencement and Duration*] of the Contract Conditions, the Expiry Date is:

- **31st July 2029**

In accordance with Clause 2.2.2 [*Commencement and Duration*] of the Contract Conditions, the Client has an option to extend the Contract:

- **Yes**

In accordance with Clause 2.2.2 [*Commencement and Duration*] of the Contract Conditions, the maximum permitted period of the extension is:

- **up to a maximum of 1 (one) year by one or more extensions of whatever period(s) the Client specifies.**

Clause 3.1.1 Client's Representative

The Client's Representative is:

- **To be confirmed following award of contract**

Telephone: **To be confirmed following award of contract**

Email: **To be confirmed following award of contract**

Clause 3.3.3 Restrictions on the Client's Representative's functions

The Client's Representative's ability to exercise all functions and rights of the Client under this Contract is subject to the following restrictions:

- **None**

Clause 3.5.1 Provider's Contract Manager:

The Provider's Contract Manager is:

- **[insert name of Provider's Contract Manager when Contract awarded];**

Office address: **[insert address];**

Telephone: **[insert telephone no.];**

Email: **[insert email address].**

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

Clause 3.6.1 Core Group

A Core Group is required:

- **No**

Clause 4.1.1 Properties and Workstreams

See the previous reference to Clause 1.1: Definitions of "Properties" and "Workstreams" in these Contract Details for the details of the Client's Properties and the Workstreams covered by the Contract.

Clause 4.2.3 Order Variations and Customer Damage - Customer Damage

The Order Price above which the Provider must obtain the Client's Representative's permission before undertaking Works caused by Customer Damage:

- **£50.00 (fifty pounds)** and excluding VAT).

The period within which the Client's Representative must confirm whether Works caused by Customer Damage are to go ahead is:

- **5 (five) Business Days.**

Clause 4.3.6 Appointments and Response Periods

Percentage addition (in addition to the temporary accommodation costs) payable to the Client for administration costs in arranging temporary accommodation where the Provider does not complete an Order within its Response Period:

- **5% (five per cent)** of the (temporary accommodation costs).

Clause 5.1.1 General obligations relating to the Works

See the previous reference to Clause 1.1 in these Contract Details for a list of the Client's Policies that the Provider must comply with.

Clause 5.2.1 CDM and Regulatory Requirements - Principal Designer

The Principal Designer is:

- **Tai Tarian**

Office address: **Ty Gwyn, Brunel Way, Baglan Energy Park, Neath, Neath Port Talbot. SA11 2FP.**

Telephone: **0300 777 0000**

Email: **safety@taitarian.co.uk**

Clause 5.7.4 Costs of arranging a Qualifying Repair

Administration costs payable to the Client for arranging for another contractor to undertake the Qualifying Repair:

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

- **£0**

Clause 5.8.2 **Business continuity**

The additional information that the Provider must include in their Business Continuity Plan is:

- **None**

Clause 5.9 **Disasters, civil emergencies and terrorism prevention**

In accordance with Clause 5.9.4 [*Disasters, civil emergencies and terrorism prevention*] of the Contract Conditions, the Client is a subject to statutory duties or an ALMO required to assist the local authority in the discharge of its statutory duties in relation to civil emergencies:

- **No**

Clause 5.16 **Parent Company Guarantee and Performance Bond**

In accordance with Clause 5.16.1 [*Parent Company Guarantee and Performance Bond*] of the Contract Conditions, a parent company guarantee is required:

- **Yes/No. [delete as appropriate]**

In accordance with Clause 5.16.1 [*Parent Company Guarantee and Performance Bond*] of the Contract Conditions, the form of parent company guarantee is:

- **as sent out with the Invitation to Tender**

In accordance with Clause 5.16.2 [*Parent Company Guarantee and Performance Bond*] of the Contract Conditions, a performance bond is required:

- **Yes/No. [delete as appropriate]**

In accordance with Clause 5.16.2 [*Parent Company Guarantee and Performance Bond*] of the Contract Conditions, the amount of the performance bond required is:

- **[insert amount]**

In accordance with Clause 5.16.2 [*Parent Company Guarantee and Performance Bond*] of the Contract Conditions, the form of the performance bond required is:

- **as sent out with the Invitation to Tender**

In accordance with Clause 5.16.4 [*Parent Company Guarantee and Performance Bond*] of the Contract Conditions, the costs of the performance bond are to be:

- **payable by the Client to the Provider outside the tendered Rates.**
- **met by the Provider from within the Provider's tendered Rates.**
[delete as appropriate]

Clause 7.4.4 **Data Processing Table**

The Data Processing Table in Appendix [9] [*Data Processing Table*] to these Contract Details.

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

Clause 9.2 Valuations

In accordance with Clause 9.2.1 [*Valuations*] of the Contract Conditions, a Valuation is:

- **an invoice**

In accordance with Clause 9.2.2 [*Valuations*] of the Contract Conditions, Valuations are to be submitted:

- **on the 1st Working Day of the month following the month in which the Works are completed.**

In accordance with Clause 9.2.2 [*Valuations*] of the Contract Conditions, Valuations are to be submitted for:

- **Individual Orders**

In accordance with Clause 9.2.3 [*Valuations*] of the Contract Conditions, the documents to be submitted with each Valuation are:

- ***the Schedule of Rate(s) codes and prices for the Works included in each Order;***
- ***a brief description of the Works carried out under each Order;***
- ***the precise date on which the Works for each Order were commenced and the Order Completion Date;***
- ***daily time sheets for Works undertaken on Daywork;***
- ***copies of invoices for all Works undertaken by Subcontractors (including Specialist Subcontractors);***
- ***copies of invoices for Materials supplied on Daywork and details of all Rebates;***
- ***copies of invoices for all Equipment supplied on Daywork and details of all Rebates;***
- ***copies of invoices relating to the expenditure of Prime Cost Sums and/or Provisional Amounts;***
- ***any additional amounts payable under Clause 8.2.1 [Paid extensions of time] that are not increases to the Order Prices;***
- ***where the Order includes an Order Variation:***
 - ***the original Order Price;***
 - ***the revised Order Price;***
 - ***an itemised summary of each element of the Order Variation;***
 - ***the explanation for each element of the Order Variation;***
 - ***photographic evidence demonstrating the need for the Order Variation;***
 - ***the date of the Order Variation;***
 - ***whether the Order Variation was a Self-Authorised Variation or was authorised by the Client's Representative; and***
 - ***the name of the Client's Representative or Deputy Client's Representative who authorised the Order Variation (where applicable);***
- ***photographs showing "before" and "after" the Works have been undertaken (where required by the Contract Conditions); and***

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

In accordance with Clause 9.2.4 [*Valuations*] of the Contract Conditions, VAT invoices are required:

- **Yes**

In accordance with Clause 9.2.5 [*Valuations*] of the Contract Conditions, Mobilisation Costs are paid separately from Orders and separate valuations for Mobilisation Costs are to be submitted:

- **No**

Clause 9.3.1 Valuations for Central Overheads and/or Profits

Separate Valuations are:

- ***not required.***

Clause 9.4.1 Inflation

See the previous reference to Clause 1.1 [Definitions - Definition of Inflation (and related *definitions*)] in these Contract Details for the Inflation adjustment provisions.

Clause 9.5.1 Liquidated damages

The liquidated and ascertained damages (“LADs”) provisions including the circumstances in which LADs are payable are as set out in Appendix [12] [*Liquidated and ascertained damages*] to these Contract Details.

Clause 9.6 Retention

See the previous reference to Clause 1.1 [*Definitions - Definition of Retention*] in these Contract Details for the Retention provisions.

Clause 9.9.2 Invoice procedure where a Valuation is an application for payment

VAT invoices are required:

- **Yes**

Clause 9.11.1 Interim Final Account

Interim Final Accounts are required:

- **No**

Clause 9.12 Final Account

In accordance with Clause 9.12.2 [*Final Account*] the documents that the Provider must provide with the final Valuation are:

- ***all information about Orders that the Contract Details require the Provider to provide with Valuations that have not been provided with previous Valuations;***

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

- **any of the following relating to the Works that have not previously been provided:**
 - **warranties relating to Materials;**
 - **service manuals;**
 - **all guarantees relating to the Works;**
- **anything else required by the Client’s Representative, and**

Clause 9.15.1 Client’s Status – Construction Industry Scheme

The Client’s status under the Construction Industry Scheme is:

- **a contractor.**

Clause 9.16.1 Interest Rate

See the previous reference to Clause 1.1 in these Contract Details for the Interest Rate.

Clause 10.3.3 Subcontractors

The following Subcontractors are approved by the Client:

Name of Subcontractor	Works for which approved	Approximate Subcontract value	Collateral warranty required	Details of Legal Representatives
	[Details to be inserted on award of Contract]		Yes/No*	
			Yes/No*	

[*delete as appropriate. Add extra lines as required and attach a separate schedule if the number is substantial.]

Clause 11.2 Provider Insurances

Employer’s Liability	£10,000,000 (ten million pounds) for any one occurrence or series of occurrences arising out of any one event to be maintained throughout the Contract Period
Public Liability	£5,000,000 (five million pounds) for any one occurrence or series of occurrences arising out of any one event to be maintained throughout the Contract Period.
Contractor’s All Risks	£1,000,000 (one million pounds) for any one occurrence or series of occurrences arising out of any one event to be maintained throughout the Contract Period.

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

Clause 12.3.2 **Diversion of orders**

Administrative fee payable where an Order is diverted:	£0 per Order. [<i>insert amount</i>]
--	---

Clauses 13.5.1 & 13.5.2 **Break Provision**

Client break	Period of notice: <ul style="list-style-type: none"> 3 (three) months
	Point at which notice may expire: <ul style="list-style-type: none"> N/A
Provider break	Period of notice: <ul style="list-style-type: none"> 3 (three) months
	Point at which notice may expire: <ul style="list-style-type: none"> N/A

Clause 13.7.1 **Removal of Workstream**

Client notice to remove a Workstream	Period of notice: <ul style="list-style-type: none"> 3 (three) months.
	Point at which notice may expire: <ul style="list-style-type: none"> N/A

Clause 14.1.2 **Third Party Rights, groups and ALMOS**

See the previous reference to Clause 1.1 [*Definitions*] in these Contract Details for the definition of Council where the Client is an ALMO.

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

Clause 14.4 Extent of obligations and further assurance

The Client is: <ul style="list-style-type: none"> • a charity: • a registered provider of social housing: • a local authority: 	<ul style="list-style-type: none"> • No • Yes • No
---	--

Clause 14.7.1 Notices

Service by email is permitted:	<ul style="list-style-type: none"> • Yes
--------------------------------	--

Clause 15.1.4 Dispute Escalation Table

Client	Provider	Time to reach agreement
Operations Manager	General Operations Manager	5 (five) Business Days

Clause 15.4.3 Expert Decision

The Expert is to be appointed by:

- ***President of the [Royal Institution of Chartered Surveyors][Law Society];***

Clause 15.5.1 Arbitration

The forum for the final resolution of Disputes is:

- ***Arbitration.***

Where Arbitration is the forum for dispute resolution the person empowered to appoint the arbitrator is:

- ***President of the Royal Institution of Chartered Surveyors.***

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

Part 2. CONTRACT DETAILS FOR THE PRELIMINARIES

Paragraph 2.1.7 Provider’s communication systems

The Provider must provide an email address:	Yes
The Provider must provide a freephone or low cost telephone number:	Yes
The Provider must provide a facility for reporting repairs via the internet:	No
The Provider must create a 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:	No
The Provider must 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:	No

Paragraph 2.3 Call Handling (including Out of Hours Call Handling)

The Provider will provide Call Handling:	No.
--	------------

Paragraph 2.4.1 Remote Mobile Working

The Provider must provide all Staff who may visit a Property in connection with the Works with a handheld mobile communication device with the functionality set out in Paragraph 2.4.1 of the Preliminaries:	No
---	-----------

Paragraph 3.1.2 Provider’s responsibilities for liaison

The additional information the Provider must provide to Customers about the Works is:

- **None**

Paragraph 3.2.1 Customer Liaison Officer

The Provider must appoint a Customer Liaison Officer with the duties set out in the Appendix to these Contract Details headed Customer Liaison Officer’s Duties:	No
--	-----------

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

Paragraph 3.4.1 Area Office

An office within the area served by the Contract:	• <i>is not required.</i>
---	----------------------------------

Paragraph 4.1.2 Required Competencies Table

The Required Competencies Table setting out the competencies, experience and/or qualifications that Staff must have before undertaking certain types of Works is set out in Appendix [10] [*Required Competencies Table*] to these Contract Details.

Paragraph 4.1.4 Staff training

Additional areas in which Staff training is required:	Use of NHF Schedule of Rates (to be provided by Client)
---	--

Paragraph 4.2.1 Identification of Staff

The Client's logo is to be shown on the Provider's Staff identity cards:	<i>No</i>
--	------------------

Paragraph 4.5.1 Client's Contractor Code of Conduct and Service Standards

The Staff Client's Contractor Code of Conduct and Service Standards that Staff must comply with when undertaking the Works is set out in Appendix [6] [*Client's Contractor Code of Conduct and Service Standards*] to these Contract Details.

Paragraphs 5.4.1 & 5.4.4 Health and Safety Pre-construction Information

Pre-construction Information under the CDM Regulations in relation to the Works is set out in Appendix [7] [*Health and Safety Pre-construction information*] to these Contract Details.

Paragraph 5.10.1 Asbestos register

The Asbestos register:	• <i>has been prepared</i>
The Asbestos register is being updated:	<i>No.</i>
The Asbestos register is to be provided to the Provider:	• <i>before the Commencement Date</i>

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

Paragraphs 5.10.7 Client’s asbestos Consultant and Asbestos Licensed Contractor

Asbestos works are to be undertaken as follows:	
Asbestos surveys in respect of suspected asbestos:	<ul style="list-style-type: none"> • <i>by a Consultant or Asbestos Licensed Contractor engaged directly by the Client under a separate contract.</i>
Asbestos removal or encapsulation Works:	<ul style="list-style-type: none"> • <i>by a Consultant or Asbestos Licensed Contractor engaged directly by the Client under a separate contract.</i>

Paragraph 6.9 Response Periods and Target Completion Dates

RESPONSE PERIODS FOR RESPONSIVE MAINTENANCE AND TECHNICAL INSPECTIONS (Paragraph 6.9.2 of the Preliminaries):		
Priority E	Emergency Works within Normal Working Hours:	To be commenced immediately and no later than 4 (four) hours and completed or made safe within 24 (twenty-four) hours.
Priority E	Out of Hours Emergency Works:	To be commenced immediately and no later than 4 (four) hours and completed or made safe within 24 (twenty-four) hours].
Priority U	Urgent:	To be commenced and completed within 5 (five) Working Days / 7 (seven) calendar days
Priority R	Routine:	To be commenced and completed within 20 (twenty) Working Days / 28 (twenty-eight) calendar days
Priority X (including Technical Inspections)	Client’s Representative defined:	To be commenced and completed in the period specified by the Client’s Representative in the Order.

Paragraphs 7.1.1 & 7.1.3 Provider’s Permitted Working Hours for general needs dwellings

The Provider may not undertake Works to general needs Properties outside the hours indicated below:		
Responsive Maintenance:	Monday to Sunday:	18:00 hours to 08:00 hours.

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

Paragraphs 7.1.1 & 7.1.3 **Provider’s Permitted Working Hours for sheltered accommodation**

The Provider may not undertake Works to sheltered accommodation outside the hours indicated below:		
Responsive Maintenance:	Monday to Friday:	18:00 hours to 08:00 hours.

Paragraph 7.2.2 **Normal Working Hours - Out of Hours Emergency Works**

Normal Working Hours (outside of which Orders issued for Emergency Works will be for Out of Hours Emergency Works) are:	Monday to Friday:	8:00 hours to 16:00 hours
---	-------------------	----------------------------------

Paragraph 7.3.2 **Appointment arrangements**

Appointments are to be made by:	<ul style="list-style-type: none"> <i>the Provider.</i>
---------------------------------	---

Paragraph 7.3.3 **Sheltered accommodation & supported housing etc – access arrangements**

Access arrangements are to be made via:	<ul style="list-style-type: none"> <i>the Customer</i>
This applies to:	<ul style="list-style-type: none"> <i>all appointments</i>

Paragraph 7.3.6 **Appointment “slots”**

The Provider is to offer the following slots both for those initial appointments and for any subsequent follow up appointments that may be necessary. (This does not apply to Estate Services unless they are to be provided within the boundaries of an occupied Property):		
1.	Early morning 08.00 to 10.00	Monday to Friday.
2.	Late morning 10.00 to 12.00	Monday to Friday.
3.	Midday 12.00 to 14.00	Monday to Friday.
4.	Early afternoon 14.00 to 16.00	Monday to Friday.

Paragraph 7.7.3 **No access procedure**

Period of time for the Provider to wait for a response from a Customer to a	1 Working Days.
---	-----------------

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

request for access to carry out an Order:	
---	--

Paragraph 8.12 Site waste

A Site Waste Management Plan:	<ul style="list-style-type: none"> <i>is not required for the Works</i>
-------------------------------	--

Paragraph 12.1.2 Provider's own post inspections – proportion of post-inspections

Types of Works:	Percentage of orders where a post inspection is required:	Post inspection is to be joint:
Responsive Maintenance:	10%.	<i>No</i>

Paragraph 12.4 Customer Satisfaction and Order Sign Off

Provider to implement real time computerised Customer satisfaction data collection:	<i>No.</i>
Completion form and Customer satisfaction questionnaire to be completed:	<ul style="list-style-type: none"> <i>at the time of completion of the Works</i>

Paragraph 13.1.1 & 13.1.2 Daily reports

Daily reports are required:	<i>Yes</i>
Daily reports are to cover:	<ul style="list-style-type: none"> <i>all Orders.</i>

Paragraph 13.2.1 Weekly Reports

Weekly reports are required:	<i>Yes</i>
Weekly reports are to cover:	<i>all Orders</i>
Weekly reports are to cover post inspections etc:	<i>No</i>
Weekly reports are to cover recall requests:	<i>Yes</i>

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

Paragraph Definition of “Area” 14.4.3

The format for the schedule summarising the results of the completed Area Report Forms is set out in Appendix [13] [*Format for schedule summarising the results of the completed Area Report Forms*] to these Contract Details.

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

1. APPENDIX 1: SCOPE OF WORKS

The scope of the Works is as set out [in Appendix 1 [*Scope of Works*] to the Contract Details] and the Invitation To Tender

RESPONSIVE MAINTENANCE

Responsive Maintenance and Void Property Works Version 8

Responsive Maintenance comprising:

- Responsive Maintenance (including Emergency Works ordered during Normal Working Hours);
- Out of Hours Emergency Works;

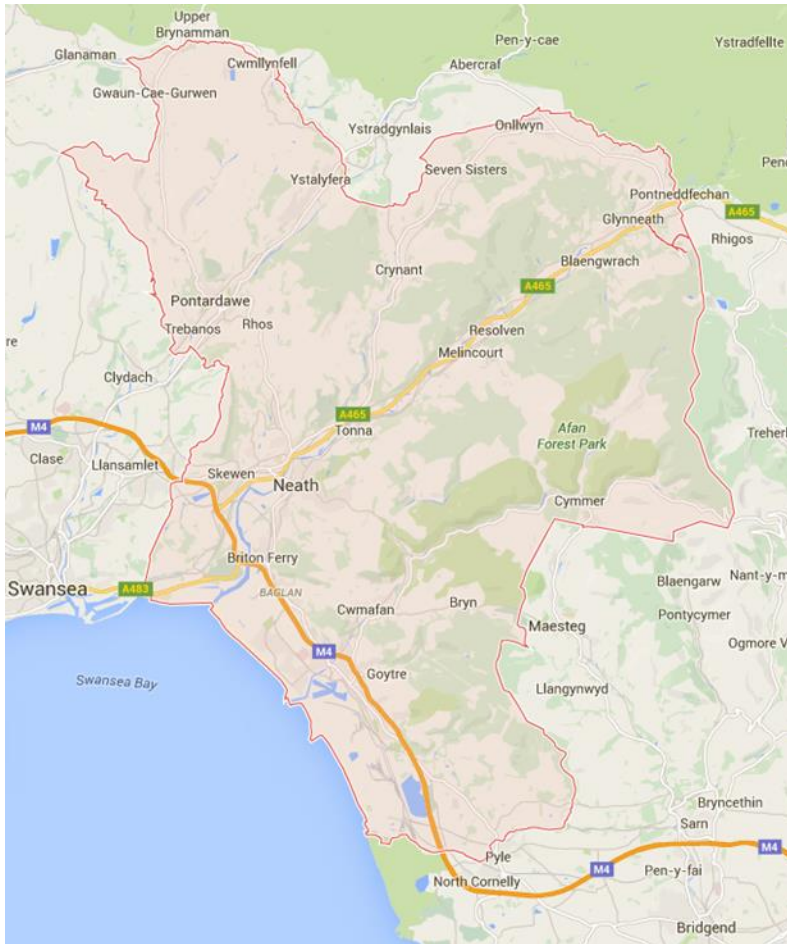
NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

ANNEX 1: [CLIENT'S STANDARD DETAILS]

All works are to be carried out in accordance with the NHF Form of Contract Responsive Maintenance and Void Property Works Specification and Preliminaries (Appendix 4) for the Provider's submitted rates set out in the Price Framework (Appendix 1) based on the NHF Schedule of Rates for Responsive Maintenance and Void Property Works Version 8 (Appendix 2A) and Price Framework Rules (Appendix 2) as set out in the Invitation to Tender.

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

ANNEX 2: MAP/SCHEDULE OF AREAS TO WHICH SERVICES ARE TO BE PROVIDED



All works are to be carried out in Neath Port Talbot County Borough, or any surrounding area as requested by the Client Representative.

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

APPENDIX 3: CLIENT'S POLICIES

- **Safeguarding Procedure**
- **Responsive Maintenance Procedure**
- **Asbestos Health and Safety Procedure**

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

APPENDIX 6: CLIENT'S CONTRACTOR CODE OF CONDUCT AND SERVICE STANDARDS

2. Good Practice Requirements

Staff must:

- be prompt when an agreed time has been organised to have Works undertaken;
- be clean, properly dressed, taking off soiled shoes or boots before entering the Customer's home;
- not smoke in any Customer's homes or at all whilst working on the Contract;
- not consume alcohol or classified whilst at work or working on the Contract and not be under the influence of alcohol, classified drugs or other drugs or medication which would affect their ability to deliver the Works;
- respect any reasonable cultural or religious requirements the Customer may have;
- discuss the Works with the Customer on arrival, agree how they are to proceed and keep the Customer regularly updated on the progress of the Works, particularly where their completion will require more than one visit;
- not play radios, CD players, cassettes, iPods, MP3 players or any other music production equipment or use headsets in any Customer's home;
- always use dust sheets where mess is likely to result from the Works;
- always leave a calling card if the Customer is not in when access is required;
- carry identification at all times;
- always show identification cards before seeking entry for the first time;
- be polite and courteous to Customers and members of the community;
- never use bad language or speak in a way which may cause offence to a Customer or member of the community;
- always clear up promptly any mess left as a result of the Works;
- not use any of the Customer's facilities without their prior permission;
- take all reasonable steps to ensure the security of the Customer's property and possessions; and
- remember at all times that although a Property is owned by the Client, it is someone's home, and must be treated as such.

3. Equality and diversity

Staff must comply with the Client's Equality and Diversity Policy.

4. Inducements

Staff must not offer or give any:

- inducement or encouragement to any Customer to seek to influence the ordering of Works;
- gift or gratuity (e.g., seasonal 'perks') to any of the Client's staff.

5. Staff relationships with the Clients

Under no circumstances must any member of the Provider's or a Subcontractor's Staff be:

- a councillor or board member of the Client (as applicable), or
- an employee of the Client;
- a close relative of or have a close personal relationship with any member of the Client's staff, councillor or member of the Client's board (as applicable).

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

Note: A “close relative” is a person’s spouse, civil partner, parent, grandparent, child, grandchild (including an illegitimate child or grandchild), brother or sister. Although technically it does not include any relationship that is not by blood, marriage or civil partnership, any person with whom the Client’s councillor, board member or member of staff has a close personal relationship should be treated as though they were a close relative.

The Provider must inform the Client’s Representative in writing immediately if the Provider employs or becomes aware that a Subcontractor is employing any person who falls into any of the above categories.

6. Private Work for Client’s Staff

No work is to be undertaken privately for a member of the Client’s staff, or their close relatives.

7. Private Work for Customers

Any private work undertaken for a Customer must be on a completely separate basis with no Client involvement, or responsibility for payment.

It is the responsibility of the Customer to obtain permission from the Client to carry out any Works of a structural nature to the Property. The Provider must ensure that the Client’s Representative is aware of any intention to carry out such work.

8. Comfort, safety and security

Particular care must be taken to ensure the comfort, safety and security of Customers and adjoining householders during the Works. All necessary reasonable action must be taken to ensure the well-being of both the Property worked on, and adjoining properties.

9. Explanation

The Works, working methods and programme must be explained to and discussed with the Customer before the Works commence, so that they can work with Staff to minimise inconvenience to both parties and understand the nature and extent of Works.

10. Children

Particular care must be exercised when the Works are carried out in the vicinity of small children. Sharp tools and toxic substances must be kept well out of reach.

11. Vulnerable Customers

Particular care and consideration is required when working in the home of an elderly Customer or a Customer with a disability, particularly with regard to:

- restricting or impeding movement around the Property;
- Equipment (tools) and Materials left lying on floors; and
- maintaining acceptable levels of warmth and comfort.

12. Inability to undertake the Works

If for any reason the Provider is unable to undertake specified Works on any Property, the Client’s Representative must be informed immediately.

13. Staff safety

If Staff encounter a particular difficult or a potentially violent situation, they must leave the Property immediately and contact the Client’s Representative as soon as possible.

14. Services

Due notice must be given to the Customer whenever it is necessary to disconnect services or interrupt the use of access or amenities, and such interruption should be kept to a minimum.

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

15. Consents

The Provider must obtain any statutory consents needed for the Works (e.g., for scaffolding on a pavement) before the Works commence and ensure that any statutory notices (e.g., building regulations) are served as appropriate.

16. Hours of working

No Works may be undertaken outside the Provider's Permitted Working Hours or on any days other than the Working Days specified in the Contract.

Where the Contract Details allow for Works at unsocial hours, due notice of those Works must be given to Customers and their neighbours.

17. Keyholding

All Works should be done or access obtained to the Property when the Customer is present. Arrangements for keyholding or unaccompanied access should be discouraged, or if absolutely necessary, kept to a minimum.

Where the Provider holds the keys to any Property, this is at the sole risk of the Provider. The Provider must never hold the keys of an occupied Property without the specific agreement of the Customer.

18. Confidentiality

Staff must not discuss matters concerning the Client's business or concerning other Customers, other Properties or other contractors with Customers. Any enquiry from a Customer or others concerning the Client's business should be diplomatically redirected to the Client.

The Client will regard it as a serious breach of contract if Staff discuss any confidential matters with Customers or the public.

19. Access

When arrangements for access cannot be made by telephone, the Provider must either email, write to or call on the Customer to make access arrangements to carry out the Works. If necessary, a card should be left with a request to contact either the Client's Representative or the Provider directly. The Provider must use translation facilities where necessary.

The Provider must inform the Client's Representative as soon as possible of any failure of a Customer to allow access at the agreed time. In exceptional circumstances, the Client's Staff will accompany Staff to a Property if this is requested in advance.

20. Completion

On completing or ceasing work for the Client, the Provider must hand back any keys, plans, specifications, other documents or equipment issued by the Client.

21. Voids

The Provider must obtain the Client's written permission before removing any property belonging to the previous Customer from a Void Property.

The Provider must take a proper inventory of any property so removed. Clear instructions should be agreed with the Client regarding its disposal.

22. Complaints

Any complaint from a Customer must be referred immediately to the Client's Representative.

23. Subcontractors

The requirements of this Code of Conduct apply equally to Subcontractors.

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

APPENDIX 7: HEALTH AND SAFETY PRECONSTRUCTION INFORMATION

Item No:	Hazard	Risk	Risk Rating Before Controls	Control Measures	Risk Rating After Controls	Comments
1.	Inappropriate resources Insufficient training	Dangerous Installation Degraded workmanship Ineffective repair Injury to operative Injury to public	Medium	All Staff must be suitably trained and competent to carry out the task being undertaken. All Staff must have valid certification for the type of work they intend to carry out, e.g.: <ul style="list-style-type: none"> • CHAS Registration • CSCS • BS 7671 -IET Wiring Regulations • Gas Safe • IPAF 	Low	Copies of all certifications must be provided to the Client on request.
2.	Working from step ladders	Falls from Height Falling objects	Medium	Ladders must be checked before use and only used on a firm level base. Stepladders should only be used for short duration work (30 (thirty) minutes maximum). Do not work higher than 2/3 rd s up a stepladder and maintain 3 (three) points of contact at all times. Do not lean outwards or sideways from the steps of any ladder.	Low	Consider the use of podium steps for repetitive short-term activities.
3.	Working at height	Falling from height. Being struck by falling objects.	Medium	Suitable means of access must be implemented. Works must not be conducted beneath other works at height. Areas below any Works at height to be barriered off. All Works to comply with the Work at Height Regulations.	Low	All Staff must have undergone appropriate training for any equipment used.

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

Item No:	Hazard	Risk	Risk Rating Before Controls	Control Measures	Risk Rating After Controls	Comments
4.	Use of power tools	Electrocution; Entanglement; Trips; Noise; and Dust.	Medium	All portable electrical appliances must have current PAT certification and be inspected prior to use, any defective equipment must be immediately removed from service. All leads must be checked for signs of wear and must be run as to not create a trip hazard. All Staff must be competent in the use of all their equipment, and where required have undergone relevant training. Relevant PPE must be worn (ear defenders, dust masks etc).	Low	Use battery powered tools when possible.
5.	Use of General Hand Tools	Violent contact with tool parts, damaged tools, incorrect use of tools	Low	Tools must be checked to be in good condition and fit for purpose. Any defective tools must be removed from use. Tools must be used only for the tasks they are provided for.	Low	
6.	Working with/ near to live services	Fatal Electrocution	Medium	Avoid work on live service(s) whenever possible. Isolate supplies prior to Works commencing. Use of MCB lock off device. Test for dead prior to working on any circuit.	Low	No lone working on live services
7.	Hot works	Fire/Explosion	High	Adequate investigations must be conducted before and after works. Provision of appropriate firefighting equipment. No hot works to be carried out 30 (thirty) minutes before end of the Working Day and area to be checked prior to leaving site.	Low	Introduce a hot work permit procedure

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

Item No:	Hazard	Risk	Risk Rating Before Controls	Control Measures	Risk Rating After Controls	Comments
8.	Tripping hazards, materials/ equipment/debris	Slips, Trips, Falls	Medium	Access and egress routes must be clear from debris, equipment etc. Waste materials must be disposed of in suitable containers. Equipment or Materials must not be stored in any Property. Good housekeeping must be maintained. Segregate work areas.	Low	Tidy up as works progress, do not leave it until the end of the day.
9.	Noise/Vibration	Noise pollution – damage to hearing. Vibration (HAV's)	Medium	Minimise noise and vibratory risk by careful selection of power tools or by use of hand tools. Ensure the correct PPE is identified and used by anyone within the noise impact area.	Low	Request that occupants vacate the area for noisy activities.
10.	Foreign Bodies in the eye	Temporary/permanent damage to eye/sight	Medium	Issue and wear suitable PPE (safety glasses/goggles) when required. Ensure that a first aid kit including eye wash is available.	Low	Look down when removing ceiling tiles.
11.	Manual Handling	Skeletal/Muscular injury	Medium	Avoid manual handling whenever possible. Conduct manual handling assessment. Ensure Staff have had manual handling training. Share the load if required.	Low	Use mechanical aides where appropriate.
12.	Chemicals/ Substances	Contamination/Disease	Medium	Issue COSHH assessments and Materials Safety Data Sheets. Ensure the correct PPE is identified and used. Adequate storage facilities must be provided.	Low	Inform the Client of any unknown substances found on site.

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

Item No:	Hazard	Risk	Risk Rating Before Controls	Control Measures	Risk Rating After Controls	Comments
13.	Asbestos	Fatal Disturbance of Asbestos - Release of Fibres - Potential Exposure	Medium	All Staff must have undergone asbestos awareness training. Should any suspect material be uncovered and it could be disturbed in any way, Works in that area should cease and an analysis be carried out. Removal shall be carried out by a specialist contractor in accordance with the Control of Asbestos Regulations 2012 and HSE Publication L143.	Low	Do not re-enter the area until the suspect material has been identified.
14.	Working in Communal Areas	Inadvertent Access Slips and Trips Objects falling from height	Medium	Ensure all work areas are segregated from the public/Customers. Appropriate safety signage to be in place.	Low	Consider letter drop to Customers or Communal meeting with property manager for ongoing Works.
15.	Excessive Dust	Inhalation Contamination	Medium	Ensure all dust suppression methods are employed. Ensure dust masks are issued, worn and maintained where required. Select equipment with integral dust suppression. Do not use the machinery whilst people nearby or approaching. Consider screening to prevent migration of dust.	Low	Provide local extraction if required.
16.	Vehicle Management	Obstructing Emergency Services/Customers or other residents	High	Ensure all vehicles are parked in designated parking areas and do not introduce any obstructions.	Low	Parking outside of building should be for unloading only and by agreement only.

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

Item No:	Hazard	Risk	Risk Rating Before Controls	Control Measures	Risk Rating After Controls	Comments
17.	Problem Customers	Anti-social behaviour	High	Client's Customers register must be consulted to identify any known properties of concern. Lone working must not be undertaken in any Property of concern.	Low	Consult with the neighbourhood office.
18.	Lone Working	Accident Fatal Violence	Medium	Periodic visits from supervisor. Regular contact via a mobile phone. Daily register of Staff work locations to be maintained.	Low	Each activity must be assessed for the number of Staff required.
19.	Sharps	Cuts or puncture injuries Infection	Medium	All Staff must undergo training on being "sharps wise". Sharps policy must be implemented.	Low	Do not touch any sharps if found.
20.	Pandemics	Spread of Infection	High	Staff suffering the symptoms of a Pandemic or which have tested positive as being infected by a Pandemic must not be used to undertake any Works. Staff who have previously suffered symptoms of a Pandemic must provide evidence, by way of a negative test result, that they are clear of all infection before they are used to undertake any Works. A daily register of all Staff works locations must be maintained. This must include all locations for Works outside Normal Working Hours.	Medium	

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

Item No:	Hazard	Risk	Risk Rating Before Controls	Control Measures	Risk Rating After Controls	Comments
	Pandemics (contd.)	Spread of Infection	High	<p>In the event of any Staff suffering the symptoms of a Pandemic or testing positive as being infected by a Pandemic, details of the addresses of all Properties visited by those Staff in the previous 7 (seven) calendar days must be provided to the Client and NHS Test and Trace.</p> <p>All Staff must have undergone training on safe working procedures, including use of personal protective equipment and clothing, to be adopted when undertaking the Works during a Pandemic.</p> <p>All Staff must have undergone training on the working procedures to be adopted in communicating with Customers and other occupiers of Properties when undertaking the Works during a Pandemic.</p> <p>All Staff must have undergone training on the cleansing/cleaning procedures to be adopted before and after undertaking Works in or adjacent to Occupied Properties.</p> <p>All Staff must have undergone training on the cleansing/cleaning procedures to be adopted when undertaking Works in Void Properties.</p>	Medium	

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

APPENDIX 9: DATA PROCESSING TABLE

Data Controller:	<p>The Parties acknowledge that, under this Contract, for the purposes of Data Protection Law:</p> <ul style="list-style-type: none"> • the Client is the Data Controller of Personal Data concerning Customers; and • the Provider is the Data Controller of Personal Data concerning Staff, but the Client will be Data Controller of any such Personal Data that is Processed by the Client.
Data Processor:	<p>The Provider will be processing Customer Personal Data on behalf of the Client.</p>
Subject matter of Processing (including types of Personal Data that may be Processed):	<p>Personal Data concerning Customers including names, addresses and contact details, Property access requirements and special requirements in relation to access or carrying out the Works which may necessitate Processing of Special Category Data and Personal Data relating to criminal convictions and offences.</p>
Nature and purpose of Processing:	<p>Interrogation of the Personal Data for the purpose of carrying out the Works, including arranging appointments and access, ensuring the health and safety of both Customers and Staff carrying out the Works, complying with the CDM Regulations and any other applicable Regulatory Requirements, monitoring Customer satisfaction and correcting any Personal Data found to be incorrect whilst carrying out the Works.</p>
Security Measures:	<p>The Provider shall:</p> <ul style="list-style-type: none"> • <i>[insert details of the "appropriate security measures", including both "technical and organisational measures" that the Client requires the Provider to maintain. There are examples of some such measures in Annex B to PPN 03/22 but these are likely to be too onerous for many contractors operating in the sectors for which this Contract is generally used].</i>
International transfers and legal gateway:	<p>[No international transfers of Personal Data are permitted].</p> <p>OR</p> <p>[All international transfers of Personal Data under this Contract must be carried out in compliance with Data Protection Law.] [The legal gateway for such transfers is the use of an International Data Transfer Agreement as approved by the Information Commissioner’s Office.]</p> <p><i>[Note for Client: If a different legal gateway that is still compliant with Chapter V of the (UK) GDPR is used as the legal basis for international personal data transfers, include details here and delete the reference to use of an IDTA.]</i></p>

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

Duration of Processing and plan for return or destruction of Personal Data once the Processing is complete:	Throughout the Contract Period and until the date 20 (twenty) Working Days from the end of the Defects Liability Period of the last Order to be completed under this Contract (within which it is to be returned or destroyed.)
Data Protection Officers:	Contact details for the Parties' Data Protection Officers are: <ul style="list-style-type: none">• for the Client: [insert details];• for the Provider: [insert details].

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

APPENDIX [10]: REQUIRED COMPETENCIES TABLE

Type of Works	Competency requirements
Works to Electrical Installations	Membership of NICEIC or ECA
Works to Gas Installation	Inclusion on Gas Safe Register plus qualification in accordance with the ACS (Accredited Certification Scheme) Scottish and National Vocations Qualification or equivalent for the category or type of Heating Appliance or Heating Installation they are installing, Servicing and/or maintaining
Works to oil fired Heating Appliances or Heating Installations	Registration with OFTEC
Works involving Biomass or solid fuel Heating Appliances or Heating Installations	Registration with HETAS
Works to Microgeneration Installations	Microgeneration Certification Scheme (MCS) accredited engineer
Works to Lifting Installations	Completion of either a recognised lift engineering apprenticeship or adult training through the EITB lift engineering training scheme or appropriate units of the LEIA distance learning
Retrofit adviser, retrofit assessor, retrofit co-ordinator, retrofit designer or retrofit evaluator	Completion of an accredited course approved by UKAS
Evaluating traditional (i.e. with solid, vapour-permeable walls) or historical Properties for retrofitting to improve energy efficiency or to undertake fuel saving improvements	Certification under PAS 2030 and SQA Level 3 award in energy efficiency and retrofit of traditional Properties
Retrofitting Works to improve energy efficiency	Certification under PAS 2030
Portable Fire Extinguisher maintenance	BAFE SP101 / ST104
Fire Extinguisher Systems (Design, installation, commissioning & handover and/or maintenance)	LPS1204
Fire Alarm and Detection Systems (Design, installation, commissioning & handover and/or maintenance)	LPS1014 (end to end process scheme) BAFE SP203-1 (modular scheme)

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

Fixed Gaseous Fire Suppression Systems (Design, installation, commissioning & handover and/or maintenance)	BAFE SP203-3
Emergency Lighting Systems (Design, installation, commissioning & handover and/or maintenance)	BAFE SP203-4
Kitchen fire suppression systems	BAFE SP206
Works to Dry and Wet Risers	BAFE SP108
Sprinkler Installations	L2 Certificate in Sprinkler installations
Works to a Higher Risk Building	Competent person under Building Safety Law
Demolition Works	Relevant CITB Certificate of Competence or in training to obtain this
Tree Works	Appropriately qualified and experienced arboriculturist
Works involving the use of a chainsaw	Certificate of Competence in Chainsaw and Related operations of the 'National Proficiency Tests Council/Scottish Skills Testing Service' or Local Government Training Board Skills Training or Skills Certificate of the Modular System to Initial Arboriculture
Works involving dealing with pesticides	Certificate of Competence issued by the National Proficiency Testing Council for the Foundation Module and an appropriate Certificate of Competence for the job in hand, e.g., handheld applicator for use with knapsacks
Driving "ride on" type motor mowers on any public highway	Full licence covering as a minimum Categories B and K (from 2013) or their previous equivalents
Driving vehicles including tractors / vans	full licence applicable to the vehicle group being used. Tractor drivers must have a minimum of 2 (two) years' experience in tractor and plant operation
Tree surgery which involves climbing or working from ladders	Appropriate Certificate from an approved training establishment plus a minimum of two years' experience in Tree Surgery
Tree inspections	Degree in Forestry, Membership of the Institute of Chartered Foresters, Professional diploma in Arboriculture or other qualification or experience approved by the Client's Representative
Removal of Invasive Alien Species	BASIS Spray Operatives registration and Pesticides Operatives certificates PA6a and PA6w
Estate Services generally	Basic First aid (16 (sixteen) hour course) qualification held by 25% (twenty-five per cent) of Staff on site at any one time

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

APPENDIX [11]: CUSTOMER LIAISON OFFICERS DUTIES

1. General Duties

- 1.1 Oversee the day to day liaison with Customers throughout the Contract Period for the purposes of maintaining good working conditions, relationships and access arrangements between the Provider, the Client and Customers;
- 1.2 Act as the first point of contact for receiving and, wherever possible resolving, any complaints, queries or concerns from Customer in connection with the Works;

2. Pre-Works Duties

- 2.1 Liaise with Customers to discuss their specific circumstances and create a household profile capturing relevant information relevant to delivery of the Works, such as restrictions on working hours, pets, any illness or mental or physical disability, language, use of Customer advocate and whether daytime or overnight or full decanting of the Customer(s) from their Property would be advantageous or necessary depending on Customer's needs or the complexity of the Works proposed to be undertaken;
- 2.2 Liaise with Customer and/or community groups including attendance at meetings and presentations outside Normal Working Hours;
- 2.3 Liaise with leaseholders regarding Works to or affecting their Property, as required by the Client;
- 2.4 Facilitate Customer's choice items and ensure Customers are given ample opportunity to make selections, providing access to show Property/vehicle if applicable and holding meetings/coffee mornings as necessary;
- 2.5 Ensure that Customers are fully aware of the scope of the Works and fully briefed on what will be happening on a daily basis;
- 2.6 Prepare photographic schedules of condition of Customers' Properties and ensure that all Customers' possessions that require removal or safe keeping are identified in advance of the Works and any help required is noted;
- 2.7 Provide each Customer with kitchen/bathroom plans, perspective three dimensional drawings, and a pack outlining their colour choices, and ensure the Customer signs off after sufficient cooling off period (no less than 7 (seven) calendar days), and before the Client's approval meeting;
- 2.8 Provide each Customer with proposed schematic heating installation layout drawing(s), indicating the agreed boiler, radiator, smoke/heat detector, room thermostat, and other heating control positions, and ensure the Customer signs off after sufficient "cooling off period" (of no less than 7 (seven) calendar days), and before the Client's approval meeting;

[Client to delete/amend as appropriate]

- 2.9 Organise as necessary any occupational therapists' interventions as required as identified at survey or previously notified by the Client;
- 2.10 Send out written Works confirmation and start date in advance of Works commencing;
- 2.11 Ensure Customers are aware of health and safety issues relating to the Works e.g., asbestos; the need to keep out of working areas during the times when the Works are being undertaken etc;
- 2.12 Ensure Customers sign disclaimers for non-approved Works items or Customer's choice items;
- 2.13 At least 4 (four) calendar days before the Works commence, carry out a pre-Works visit to ensure readiness by Customer for the Works. Advise the Customer on what is expected and co-ordinate the provision of storage boxes for packing Customers' possessions and household goods as necessary, including providing assistance to vulnerable Customers in packing their possessions;
- 2.14 Co-ordinate the provision of daytime, overnight or full decanting off Customers, as necessary;
- 2.15 Maintain a site diary and respond to Customer's complaints and queries promptly;
- 2.16 Carry out "on-site" visits to check on each Customer's wellbeing as the Works progress;

NHF FORM OF CONTRACT 2023 – CONTRACT DETAILS

3. Works in progress

- 3.1 Carry out on-site visits to check on the Customer's wellbeing as the Works progress;
- 3.2 Check Customers have complete use of their facilities for lighting, heating, power, drinking water and sanitation together with washing and cooking facilities at the end of each day;
- 3.3 Update Customers on the progress of the Works and advise Customers of potential delays;
- 3.4 Visit Customers subject to full decanting to advise on the progress of the Works;
- 3.5 Arrange for full decant Customers to return to their Properties;
- 3.6 Fully participate in all site meetings, producing a report on relevant Customer matters including complaints;
- 3.7 Ensure each Customer has input into the snagging process and signs off satisfaction on completion of the Works to their Property;

4. Post Works Duties

- 4.1 Ensure the issue of aftercare packs to Customers and provide advice on use of newly installed equipment/products such as boilers, radiators, thermostatic radiator valves, room thermostats, and other heating controls, showers, hot water thermostats, smoke/heat detectors, mains water stop cock, extract fans and filters, new consumer units, time delay extract fans, sanitaryware, kitchen units/worktops, window restrictors, door and window operation, and the like and the general cleaning of equipment/product etc.;

[Client to delete/amend as appropriate]

- 4.2 Following completion of the Works, ensure the Customer understands the Defects reporting and rectification procedure;
- 4.3 Co-ordinate the collection of storage boxes including providing any assistance to vulnerable Customers in unpacking the storage boxes; and
- 4.4 Carry out Customer satisfaction surveys.