



Contractors Code of Conduct

Contents

1. Introduction.....	1
2. Legal Requirements.....	1
2.1 Equal Opportunities	1
2.2 Health and Safety	1
3. Specific requirements	2
3.1 Customer Care.....	2
3.2 Customer Exceptions.....	3
3.3 Conduct and Etiquette	3
3.4 Customers with a Disability	4
3.5 Communicating with Deaf and Hard of Hearing Clients	5
3.7 Communicating with Blind Clients and Clients with Sight Loss	5
3.7 Response Times	5
3.8 Access	6
3.9 Notice and Statutory Consent	6
3.10 Capacity to Undertake Work	6
3.11 Completion of Work	7
3.12 Confidentiality	7
3.13 Inducements	7
3.14 Private Works.....	7
3.15 Identification	7
3.16 Security Checks	8
4. Occupied Premises.....	8
5. Protect and Remove furniture	9
6. Protection of Persons and Property	9
7. Security of Unoccupied Premises	9
8. Administration / Delegated Authority.....	10
9. Data Protection	10
10. References	11
11. Document control.....	11

1. Introduction

- 1.1** We strive to provide excellent customer service; this document reflects our expectations of contractors in delivery of this objective. This code of conduct is written specifically to outline our standards in relation to both the care and behaviours expected when supporting our customers across the spectrum of diversity.

2. Legal Requirements

2.1 Equal Opportunities

Cardiff Community Housing Association is committed to an equal opportunities policy which aims to ensure that no one applying for housing, for a job or for contracts with the Association will be treated less favourably than any other person or group of persons because of ethnicity or national origin or because of their religion or belief (including non-belief), gender, gender identity, sexual orientation, disability, age or marital status. The Association's equal opportunities policy applies to all areas of the Association's work including the repairs and maintenance service.

Our commitment to equal opportunities means we require contractors who work for us to have an equal opportunities policy and procedure and be able to demonstrate that specific steps have been taken to ensure that:

- contractors recruit staff reflecting the diversity of the communities in which they work.
- contractors abide by equalities legislation applicable to the Association and their respective codes of practice.

The Association will not tolerate discriminatory behaviour towards its agents, employees, tenants or the general public on any grounds and should any allegation be substantiated, the Association will not hesitate to take further action e.g. the removal of the contractor from the Association's list of approved contractors or referral of the matter to the Equality and Human Rights Commission.

2.2 Health and Safety

We require maintenance contractors to comply fully with the requirements of the Health and Safety at Work Act 1974 and to ensure that they provide safe and healthy working conditions for their employees. In addition, maintenance contractors must ensure that work carried out by them does not adversely affect the health and safety of anyone else e.g. the Association's tenants, the general public etc. All work should be undertaken in accordance with statutory guidance, legislation and the manufacturer's warranty.

3. Specific Requirements

3.1 Customer Care

It is not possible to anticipate every customer's needs but providing clear information about the work you will be undertaking will help the customer identify any potential concerns before the work commences. It is important not to make generalisations about customer's needs, but to treat this information as a guide and consult the customer directly if you have any concerns.

Care must be taken to ensure the comfort, safety and security of tenants and any other households in the immediate vicinity during the period of work. Always be polite and courteous and treat everyone with dignity and respect. Treat others as you would expect to be treated in your own home. All reasonable care must be taken to prevent a danger to the tenant's belongings and the Association's fixtures and fittings. Maintenance contractors should be aware that under the terms of the Association's "Compensation for Failure of Services" policy, a maintenance contractor could be held liable for damage caused to tenant's belongings.

Extra care must be taken when work is carried out where young children are present. For example, tools or toxic substances should be kept out of reach.

Repair appointments must be attended in accordance with the tenant's or the Association's instructions. Wherever possible, maintenance work should be carried out during normal working hours, however it is important that some flexibility is anticipated to accommodate requests from tenants who have requirements for appointment times relating to a particular characteristic which is protected by law, i.e. religious practices etc.

Reasonable notice should always be given to tenants and immediate neighbours of repair work which must be carried out during anti-social hours, and communicated in a manner which is accessible to them. As the appointed Contractor you must:

- be aware of issues that affect disabled people, older people, and people from different ethnic backgrounds
- avoid using jargon and slang when dealing with customers. Avoid using certain terms such as 'my love' and 'dear', be sensitive when using terms of endearment as they may be unacceptable to others.
- some people may feel nervous about having a male contractor/stranger in the home. It may be useful to discuss this at time of making an appointment in order to provide an opportunity to arrange for a friend or relative to be there at the time of appointment.

3.2 Customer Expectations

When advising the customer of work to be undertaken, the contractor should be able to communicate effectively ensuring that the customer has full understanding.

Where there are potential communication barriers, you should be prepared to spend more time explaining what you are doing, to ensure full understanding.

You will need to be aware of the best method of communication and with whom you can communicate. For example, it is not advisable to communicate with customers through their young children.

Prior to the visit, identify certain needs or requirements, such as arranging for an interpreter, if necessary.

Do not assume someone's language is the same as that of his/her country of origin. Ask the first language of the person you are dealing with using the language card provided and if necessary, seek assistance of a translator. (Language Line Services are the UK's leading provider of telephone interpreting)

Take care and be patient when an accent or language hinders communication.

Appreciate how cultural differences can affect communication, for example, gestures and body language can have different meanings in different cultures and could cause offence.

3.3 Conduct and Etiquette

All contractors should behave in a manner appropriate to the particular culture or religion of the customer, and respect religious or cultural practices.

All materials and tools should be confined to agreed areas, both internally and externally.

Some religious practices involve participating in festivals throughout the year and undertaking prayer and related activities at certain times of the day. Consideration should be given to: Time of prayer as festival times vary, always ask for suitable times to call and adhere to these times. Be respectful of areas such as shrines and rooms set aside for worship. Seek permission before entering the room. It may be necessary to remove shoes and cover your head. Alcohol and tobacco are forbidden. Treat religious objects and symbols with respect and do not move or touch without permission.

Some customers may encounter difficulties if the water supply needs to be disconnected around times of prayer due to the need for ritual cleansing (Refer to Section 2.4 – Notice)

In some cultures, men and women who are unrelated do not usually mix. Take this into account, when making appointments and visiting homes as women may not be comfortable being alone with a male contractor. Making an appointment can provide the opportunity for someone else to be present.

If a customer asks you to comply with a particular procedure, you should respect his/her request, where possible. However, if doing so compromises your health and safety procedures, explain to the client and agree a way forward. For example, you may be required to remove your shoes on entering the home. Try to compromise and carry shoe covers with you at all times.

Be aware that body contact is not always appropriate, such as shaking hands. Wait for a hand to be offered. Don't use words to refer to the customer by particular characteristic, i.e. black man, Muslim woman, disabled man, etc. You should refer to the customer at all times by the name with which they introduce themselves to you or the name as listed on the job which you're working on. Avoid saying Christian name and surname. Instead, ask for first name and family name.

Avoid using inappropriate, dated or offensive words. Even where it is unintentional, any behaviour which discriminates against people is against the law. Be aware of the kind of language you use and the things you talk about with or around customers.

While some customers enjoy chatting to operatives visiting their home, it is important to maintain a professional boundary during these conversations and not participate in conversations with a subject matter that could become controversial or offensive. For example, conversations about politics, sexuality, race, or religion. This is to protect both the customer and the operative from getting into a situation where they may unintentionally cause offence.

Similarly, operatives should avoid getting into conversations or addressing children and young people in the household as this may be deemed inappropriate by the parent or caregiver and is not appropriate.

Operatives must also respect the privacy and confidentiality of our customers and refrain from discussing with customers any other properties that they have attended and what they have seen. If anything of concern is observed at a CCHA property, please report this to us according to the safeguarding procedures.

3.4 Customers With A Disability

Within your role as a contractor, it is important to consider the rights of customers with a disability to be treated equally and to have their individual needs recognised.

It is important to consider accessibility issues and if working in the home of a person with mobility impairment, it is important not to restrict his/her movement.

Clear up rubbish/spillages as quickly as possible, as they pose particular hazards for people using walking sticks.

3.5 Communicating With Deaf and Hard of Hearing Clients

Make sure that you have attracted the customer's attention. Face the person when you are talking to them. Talk clearly and use your usual tone. Only raise your voice, if the customer asks you to speak up. Be prepared to write things down, if this is appropriate.

Let the customer know if you have to leave the premises i.e. to get equipment from the van.

Let the customer know if you will be making excess noise e.g. drilling or hammering.

3.6 Communicating With Blind Clients and Clients With Sight Loss

On arrival at the premises, introduce yourself. Where appropriate, use an agreed password and explain where you will be working and what you will be doing.

If you need to move items of furniture, ask the customer where you should place them and ensure that you replace them in exactly the same position on completion of the job. Identify a place with the customer where you can safely leave work materials.

If you have to leave the premises for any reason, let the customer know and where possible, give them an idea of when you will be returning.

3.7 Response Times

The Association requires maintenance contractors to deal promptly with all repair requests received. Whilst the Association obviously accepts that not all repairs can be carried out immediately, it does aim to ensure that maintenance work is completed within the timescale set out in CCHA's Repairs Policy.

As has already been noted above, repairs should be carried out at the arranged appointment. However, if no such appointment is made, maintenance contractors are required to complete the repairs in accordance with the timescale outlined in the response times. Accordingly, maintenance contractors should make all reasonable efforts to arrange an appointment with tenants e.g. by telephone, by personal visit or letters etc. and thereby complete the repair.

Should the maintenance contractor fail to complete a repair, for whatever reason, within the appropriate timescale, the Association's Maintenance Team should be notified immediately. This requirement is of vital importance with regard to emergency repairs. Similarly, if the contractor experiences problems in arranging contact with the tenant or arranged appointments are not kept by the tenant, the Association's Surveyor should be informed as soon as possible.

3.8 Access

Whenever possible, maintenance work should only be carried out when the tenant or their representative is present. Unaccompanied access should be avoided, but if such arrangements are made, the Association should be informed straight away and clear consent gained from the tenant and recorded in Open Housing.

An adult (person over the age of 18) should be present during all appointments. If a child under the age of 18 is present without an accompanying adult, please leave the property and contact the tenant to rearrange.

If a young child (under 10 years of age approx.) is present in the property unsupervised please contact CCHA's Safeguarding Lead, or a CCHA Manager if not available, immediately for advice as this may be a safeguarding issue. If the child is very young (under 6 years of age approx.), please call the police immediately from site to request a welfare check and inform CCHA's Safeguarding Lead, or a CCHA Manager if not available. Please refer to CCHA's Safeguarding Policy and Procedures for more information.

Access should be undertaken in accordance with CCHA's Access Procedures.

3.9 Notice And Statutory Consent

The disconnection or interruption of services should be kept to a minimum and should only take place after giving the tenant reasonable notice. In addition, the maintenance contractor is responsible for ensuring that any statutory consent (e.g. scaffolding on pavements) or statutory notices (e.g. Building Regulation Notices) are applied for and obtained before work commences.

3.10 Capacity To Undertake Work

Maintenance contractors are required to inform the Association's Surveyor of any problem relating to their ability or capacity to undertake work for the Association whether by reason of temporary heavy workload or a change in circumstances.

3.11 Completion Of Work

Maintenance contractors are required to promptly inform the Association that repair work has been completed and to ensure that invoices are forwarded to the Association as soon as is practical. Failure to provide an invoice within 14 days of completion of work, will result in payments being withheld under contractual terms.

3.12 Confidentiality

Maintenance contractors should always be extremely cautious when making comments to third parties concerning the Association's business, the personal affairs of a tenant or a tenant's home.

3.13 Inducements

The Association will not tolerate any attempt by a maintenance contractor to ensure work by the offer of inducements. Such acts will be interpreted by the Association as an attempt at bribery and will be dealt with accordingly. Offers of gifts or gratuities should not be offered to individual personnel. Where gifts are considered to be appropriate, they should be forwarded to the Association's offices and marked for the attention of the Chief Executive.

3.14 Private Works

If maintenance contractors agree to carry out private works for tenants, such works will not under any circumstances be considered to be the responsibility of the Association and therefore arrangements for payments should be agreed by the contractor with the tenant or staff member.

Private work undertaken by contractors for any CCHA colleagues is not permitted under schedule 1 of the Housing Act 1996.

3.15 Identification

The Contractor will supply to all working personnel employed upon the Works including subcontractors with a form of identification card approved by the Employer which will contain the following details:-

- Photograph of operative
- Operative's name
- Contractor's name, logo, address and telephone number
- Employer's name, logo, address and telephone number

All vehicles used by operatives employed by the Contractor or sub-contractors in carrying out the Works under this Contract shall clearly and permanently bear the Contractor's logo and name on them irrespective of ownership. The Contractor will be required to submit before the commencement of the Contract, a list of his vehicles together with their registration numbers, to be

used on the Contract and this list is to be updated when changes in vehicles arise.

All the operatives employed by the Contractor or sub-contractor's shall at all times wear clean overalls, clearly and permanently bearing the Contractor's logo, name, address and telephone number on them. The overalls shall be to the approval of the Contract Administrator.

3.16 Security Checks

All contractors are required to risk assess their employees to ensure they are suitable to work on behalf of CCHA in residents homes. This should include background checks such as the Disclosure Barring Service to ensure that there are no convictions, cautions, reprimands or final warnings that could cause harm or reputational damage to CCHA and all customers.

4. Occupied Premises

Where the Works are to be carried out in or adjacent to occupied premises the Contractor shall give reasonable notice to the occupier of their intention to commence Work, and the Work is to be carried out in a manner that will cause the minimum inconvenience and nuisance from obstruction, dust, noise etc. All necessary precautions must be taken to ensure the safety of the occupier. Deliveries of materials must be arranged so as not to interfere with the occupier or adjacent occupiers.

No Work must start or continue in any building until all practicable steps have been taken to prevent danger to persons employed or living in the building at the time, from any live electric cable or apparatus, plumbing works, exposed asbestos or any other hazard which is liable to be a source of danger and the Contractor shall take all necessary safety measures accordingly.

Contractors are to make their own arrangements in unoccupied buildings for temporary electrical supply in accordance with the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 etc., and subsequent amendments or re-enactments.

The Contractor should be aware that properties may be occupied by older or ill tenants and should therefore take due care and consideration in the execution of the Works and of the Contractor's tender is deemed to allow for any extra costs this may occur.

The Contractor is to ensure that at the end of every working day, the tenants and/or occupants of the properties being repaired have facilities available to them by way of light, heat, power, drinking water and sanitation services, together with washing and cooking facilities and the premises left secure.

5. Protect and Remove furniture

All furniture, fittings, apparatus, carpets and the like shall be carefully moved by the Contractor as necessary to enable the execution of the Work to be carried out.

The Contractor shall properly cover such furniture, fittings, apparatus, carpets and the like with spot cloths and protect them from dirt and splashes and at completion of the Works, replace and refit all such furniture, fittings, apparatus, carpets or the like in their original positions, to the tenants' satisfaction.

The Contractors attention is specifically drawn to the fact that under no circumstances are the central heating appliances to be interfered with by operatives not registered with Gas Safe. [All statutory annual safety checks, servicing and responsive repair work to central heating appliances forms the subject of a separate contract.] Any damage caused to central heating appliances by the Contractor during the execution of the Works will be charged to the Contractor accordingly.

The Contractor shall agree the extent of the removal of carpets, furniture, etc with the tenant, and the conditions of such carpets, furniture etc., before commencing the Works. Failure to agree the extent of removal and condition is to be reported to the Contract Administrator.

Any claims for damage to any tenants' property are to be settled directly between the tenant(s) and the Contractor. The Employer shall not entertain any claim from any party for damage or loss to tenants' property.

The rates in the Schedule of Rates together with the percentage adjustments are deemed to allow for all costs that may arise in complying with Clause 10.00.

6. Protection of Persons and Property

The Contractor will take every precaution whilst carrying out the works to ensure the safety of the general public, Employer's staff and other persons likely to be affected by his operations, and in particular comply with the requirements of the Office, Shops and Railway Act 1963, the Factories Act 1961, Construction Regulation 1961, 1966 and 1996, Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 etc., subsequent amendments and re-enactments and all other relevant legislation.

7. Security of Unoccupied Premises

The Contractor will be responsible for securing upon the completion of the works or whilst the premises are unattended or at the end of each working day the doors and windows of unoccupied or unattended premises including

the reinstatement of temporary door and window coverings as necessary. The cost of undertaking this work is deemed to be included in the Contractor's tender.

8. Administration / Delegated Authority

Overall responsibility: Compliance and Planned Maintenance Manager

Day to day responsibility: Building Surveyors, Compliance Manager, Estates Manager and Trades Managers

9. Data Protection

All Contractors should comply with the General Data Protection Regulation (GDPR), the Data Protection Act 2018, and any other subsequent or applicable data protection legislation (hereafter "Data Protection Law"). It is the Contractor's responsibility comply with the Data Protection Principles as stated within GDPR and to ensure data is gathered and used appropriately. This includes, ensuring data is:

- used fairly and lawfully;
- used for limited, specifically stated purposes;
- used in a way that is adequate, relevant and not excessive;
- accurate;
- kept for no longer than is absolutely necessary;
- handled according to people's data protection rights;
- kept safe and secure; and
- not transferred outside the European Economic Area without adequate protection.

A Data Sharing Agreement (DSA) will be put in place between CCHA and the Contractor. This agreement is intended to clarify the roles and responsibilities of each organisation in relation to fair and lawful processing of personal and special category data in compliance with data protection legislation.

10. References

Related External Documents	
Reference	
Health and Safety to Work Act 1974	https://www.legislation.gov.uk/ukpga/1974/37
Management of Health and Safety at Work Regulations 1992	http://www.legislation.gov.uk/uksi/1992/2051/contents/made
Office, Shops and Railway Act 1963	https://www.legislation.gov.uk/ukpga/1963/41
Factories Act 1961	http://www.legislation.gov.uk/ukpga/Eliz2/9-10/34/contents
Construction Regulation 1961	https://www.legislation.gov.uk/uksi/1961/1581/contents/made
Construction Regulation 1996	http://www.legislation.gov.uk/uksi/1996/1592/contents/made
Related Internal Documents	
Equal Opportunities Policy	
Health and Safety Policy	

11. Document Control

Document Information	
Business Owner:	Head of Asset Management & Decarbonisation – Andrew Bradley
Version no:	1.2
Effective date:	April 2024
Review date:	April 2027
This is a controlled document. If you are viewing this document from your personal drive, via email or as a hard copy, it may not be the latest version. The current version can be found on the Intranet.	

Document History			
Date	Version no.	Author	Description
March 2017	1.0	Matthew Thomas – Director of Customer Support Services	Code of conduct developed.

Oct 2020	1.1	Stephen Smith – Head of Property Services	Code of Conduct reviewed. No changes required.
April 2024	1.2	Head of Repairs & Head of Asset Management	Review of document; Document information/owner updated; Updated section 3.3 - boundary setting and appropriate conversations; Updated section 3.8 - access to include safeguarding requirements; Added section 3.15 - DBS checks; Updated section 8 – responsibilities Update section 9 – GDPR summary;