



CODE OF PRACTICE FOR MAINTENANCE CONTRACTORS

1. INTRODUCTION

English Rural Housing Association will maintain a list of approved contractors to cover all aspects of day to day and major repairs. Contractors can approach English Rural directly to apply for inclusion on the approved list or can be referred through recommendations.

All Contractors on the approved list must meet certain criteria and work to the standards set out in the following document.

2. LEGAL REQUIREMENTS AND LIABILITIES

Before inclusion on the approved contractor list can be agreed all Contractors must provide English Rural with details of their VAT registration, employers liability and public liability insurance cover with a minimum cover of £5,000,000. Should public liability insurance not be in place the contractor will take full responsibility for any liable claims made against the Contractor or its employees. Membership of specialist bodies such as Gas Safe or NICEIC must also be verified.

3. EQUAL OPPORTUNITIES

All Contractors are expected to uphold the principals of English Rural's Equality and Diversity Policy and will be encouraged to introduce their own policy in addition to that of English Rural. English Rural will not tolerate discriminatory behaviour of any kind towards its residents or staff and any such allegations will be investigated and action taken where necessary.

4. HEALTH AND SAFETY

All Contractors are required to comply fully with the requirements of the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999. Contractors must also ensure they provide safe working conditions for their employees. Contractors employing more than five staff are also required by law to have a written policy on Health and Safety. In addition, all contractors must ensure that any work carried out does not adversely affect the health and safety of English Rural residents, staff or the public. Although small works may not be notifiable to the Health and Safety Executive, the Construction (Design & Management) regulations 2015 will apply.

Contractors will provide to English Rural prior to commencement of any works appropriate health and safety risk assessments, method statements, and if applicable, compliance with Construction Design and Management requirements. If in English Rural opinion, the health and safety provision for work is inadequate at any point in time, English Rural will inform the contractor in writing and the contractor is required to take immediate action to rectify any concerns noted.



Employers, self-employed persons and employees are required by law to undertake their work activities in such a manner as to minimise the risk of injury to themselves or any person who may be affected by such work activities

Prior to placing works orders, contracts or tenders, we require this information in order to be satisfied of the prospective contractor's ability and commitment to comply with the relevant legislation and all associated approved codes of practice

5. NOTICES AND OTHER COMMUNICATIONS

Each notice, instruction or other communication referred to in the Agreement must be made in writing to the correspondence address provided unless otherwise agreed by English Rural .

6. CONSENTS AND APPROVALS

Where consent or approval of either Party is expressly required such consent or approval shall not be unreasonably delayed or withheld.

7. CONSTRUCTION WORK AND THE CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015

Where any construction work is carried out, to fulfil our legal duties as a "client" under the Construction (Design and Management) Regulations 2015 we will:

- make suitable arrangements for the management of the project and review those arrangements throughout the project to ensure that they are still relevant
- ensure that all dutyholders that we appoint have the necessary skills, knowledge and experience to carry out their roles safely
- notify the HSE in writing for projects that require it
- ensure that relevant pre-construction information is passed to all designers and contractors
- ensure that the Principal Contractor carry out their duties ensure that adequate welfare facilities are provided for the contractors
- where appropriate ensure that no construction commences until an adequate health and safety plan and construction phase plan covering the work has been prepared
- ensure that any health and safety file passed to us is kept securely and readily available for inspection by anyone who requires it to fulfil their legal duties, and , if we choose to dispose of the building, to pass the file to any person or company who acquires the building.
- cooperate fully with all other dutyholders and provide all relevant information and instruction promptly and clearly.



8. STANDARDS OF WORK

Once accepted onto the approved list all Contractors will be subject to a six-month probationary period during which time English Rural will closely monitor the performance of the contractor. Ongoing reviews of all Contractors will continue throughout the time they remain on the approved list and this will take into account but is not exclusive to KPIs detailed below. English Rural will endeavour to provide the Contractor with reasonable notice of any review meeting that it feels necessary and will expect the Contractor to make themselves available to attend any such meeting English Rural seeks to arrange.

9. KEY PERFORMANCE INDICATORS

The Contractor performance will be measured on the following criteria

- Communication with the tenant to make appointments
- Appointments being kept
- Were response times achieved
- Overall quality of work
- Keeping dirt and mess to a minimum
- Attitude of operatives towards residents and Association staff
- Did the contractor make contact within 2-business days
- Ability to complete the job at first visit
- Ability to keep within estimates of time and cost
- Adherence to Health and Safety regulations on site
- Efficiency of organisation and administration
- Feedback from residents

This list may be changed in line with business needs or customer satisfaction requirements and the Contractor will be given one-month notice of any such changes. The contractor performance will be measured by customer satisfaction questionnaires for works orders produced, post inspections carried out by English Rural, periodic review of Contractor's operations by English Rural staff and works order completion and invoicing data.

10. ORDERING WORK

Works will be issued to the Contractor using English Rural standard works orders which will include details of the work required, an order number, date of order, contact details for the tenant and a date by which the work must be completed. All works will be given a response time as follows:

Emergency repairs – to be completed within 24 hours

Routine repairs – to be completed within 30 days unless advised differently by English Rural

Void works – to be completed within 7 days



Upon receipt of the works order the Contractor should contact the tenant within one business day to arrange an appointment giving a minimum of 24 hours notice unless an emergency repair. For an emergency repair the Contractor should contact the tenant within two-hours. The Contractor must inform English Rural immediately if they encounter any problems in scheduling the repair which may result in a delay or failure to attend to the work within the response time allocated.

For emergency out of hours work it is not usually possible to issue a works order prior to undertaking the work. The Contractor may be contacted by either English Rural or the resident using published out of hours' phone numbers. If contacted by the resident the Contractor is to notify English Rural by email repairs@englishrural.org.uk detailing the work so that English Rural may raise a works order on the following working day.

11. VOID WORKS

If the Contractor receives a work order to carry out repairs on a void property, the Contractor will ensure that the work will be completed within two weeks of receipt of the work order. All certification following inspections on a void property must be electronically sent to English Rural immediately upon completion of the inspection. All repairs requested by English Rural that exceed £300 must be quoted for and authorised.

12. POST INSPECTION AND DEFECTS

English Rural may carry out post inspections of the work completed by the Contractor, to ensure that the standard is acceptable and completed satisfactorily. If a works order indicates a post inspection is required, the Contractor will schedule the inspection with English Rural staff and receive sign-off before completing and invoicing the job.

If any repair is deemed unsatisfactory or incomplete, the Contractor will be requested to return as a non-chargeable return visit. All post inspections carried out by English Rural will contribute to the monthly KPI which is used to measure the Contractor performance.

If any defects, shrinkages or other faults appear within the reasonable timeframe due to materials, goods or workmanship English Rural will expect the contractor to make good these defects, shrinkages or other faults entirely at their own cost.

13. SUB-CONTRACTING

The Contractor shall not without the consent English Rural subcontract the whole or any part of the works. In no case shall any such consent or any subcontracting in any way affect the Contractor's obligations under any other provision of this Agreement. Any consent to subcontract will be wholly on the understanding that the Contractor fully indemnifies English Rural against any failures or shortcomings on the part of the sub-contracted party,

14. NON-COMPLIANCE WITH INSTRUCTIONS



If within seven days after receipt of a notice from English Rural requiring compliance with an instruction the Contractor does not comply, English Rural may employ and pay another Contractor to undertake work of any kind that may be necessary to give effect to that instruction. English Rural reserves the right to hold the Contractor liable for all additional costs incurred by English Rural in connection with such employment and an appropriate deduction may be made from balances due to the Contractor.

15. VARIATIONS

From time-to-time and in consultation with the Contractor English Rural may issue instructions requiring an addition to, omission from, or other change in the works or the order or manner in which they are to be carried out (a 'variation'). English Rural will endeavour to agree a price with the Contractor prior to the Contractor carrying out the instruction. So far as reasonable and practical the Contractor is expected to accommodate any variation request.

16. WORK ON SITE

The Contractor should remember at all times that whilst the property is managed by English Rural that it is the residents home and should be respected as such. Contractors should ensure they provide a professional, courteous, punctual and fair service to all residents.

Noise nuisance and disturbances should be kept to a minimum whilst on site.

Particular care must be taken by the Contractor where there are small children in the property particularly with regards to sharp tools and toxic substances which should be kept well out of reach.

Extra consideration should be given when working in the homes of elderly or disabled tenants and care taken not to restrict or impede movement and to maintain adequate levels of warmth and comfort.

The disconnection or interruption of any services to the property should be kept to a minimum and reasonable notice must be given to the tenant should disconnection be necessary.

The contractor is responsible for ensuring that any statutory consents (including Building Regulation Notice) are applied for and obtained before works commence.

Any complaint or dispute arising between a resident and a contractor must be referred immediately back to English Rural. In the interest of safety, should a Contractor encounter a potentially violent situation they should leave site immediately and advise English Rural

Upon completion of the work, the Contractor should ensure the resident is satisfied and get him/her to sign the work order indicating the work has been completed.



All contractors must adhere to the Provision and Use of Work Equipment Regulations 1998 (PUWER) and ensure that their employees are provided with any necessary personal safety equipment and that such equipment is maintained in a safe condition. Contractors are required to conform with all statutory provision and any re-enactment thereof including:

- The Factories Act (1961)
- The Health and Safety at Work Act (1974)
- Construction (Design and Management) Regulations 2015
- Electricity at Work Regulations 1989
- Dangerous Substances and Explosive Atmospheres Regulations 2002.
- The Highly Flammable Liquids Regulations
- The Protection of Eyes Regulations 1974
- The Control of Asbestos Regulations 2012
- Abrasive Wheels Regulations 1970
- Provision and Use of Work Equipment Regulations 1998 (wood working)
- The Deposit of Poisonous Waste Act (1972)
- The Control of Substances Hazardous to Health Regulations 2002 (COSHH)
- The Data Protection Act 1998

Wherever possible work to the property should be carried out when the resident or member of English Rural staff are present. However, this may not always be possible, where void works are being undertaken. If the Contractor is holding keys during works these must be kept by a responsible person and handed back on completion of the works. No keys should be labelled with names and address of the property they belong. Any belongings left behind in void properties must not be removed without the prior consent of English Rural .

Any damage caused by the contractor's negligence whilst undertaking work will be the sole responsibility of the contractor.

17. INVOICING AND PAYMENT

Contractors should ensure that invoices are submitted to English Rural within thirty (30) days of the work being completed and should be attached to the relevant works order bearing the residents signature to confirm the work has been completed. English Rural reserves the right to refuse payment of any invoices submitted outside of this timeframe without prior agreement. All invoices should be inline with any figures quoted and agreed unless otherwise varied and approved by English Rural . All quoted prices will be understood to be exclusive of VAT. Invoices should include the following:

- Contractors name, address and telephone number
- Invoice number
- The date of submission and the date of completion of works
- English Rural works order number



- The address of the property attended
- A description of the work undertaken
- Details of the hours work and the hourly rate
- Details and costs of the material used
- The total charged

All invoices should be in line with the agreed hourly rate, or quoted works and no adjustments or additions should be made without the prior consent of English Rural

English Rural will process all invoices as soon as possible. Under normal circumstances invoices will be settled within one calendar month of being received.

English Rural, within the confines of the law, will not disclose to third parties any details of invoices relating to charges or rates without the consent of the Contractor.

English Rural is registered under the Data Protection Act. Contractors wishing to check any data held on them, and covered by the terms of the Act, may request to do so in writing.

All Contractors must provide English Rural with a copy of their own Data Protection policy and procedure and must adhere to this always

Payments to Contractors will be made by Faster Payments, BACS or cheque drawn on English Rural account and signed by the authorised signatories.

18. ENGLISH RURAL OBLIGATIONS

Should the Contractor not meet the required standards of workmanship or conduct English Rural will inform the Contractor of the exact nature of the complaint and will allow reasonable time to rectify the fault. If the Contractor fails to respond, a meeting will be arranged between English Rural and the Contractor to discuss the problem and a written warning may be issued. In the event of continued dissatisfaction, the contractor will be issued with a final warning and following this, services may be terminated without further notice.

Any attempt by a Contractor to offer inducements to English Rural staff will result in immediate removal from the approved list and possible prosecution.

19. THE CONTRACTOR'S OBLIGATIONS

Contractors will be actively discouraged from presenting English Rural with gifts. Whilst it is recognised that in very restricted circumstances small gifts may be presented, these will only be accepted on the understanding that such gifts will benefit equally all officers of English Rural. The contractor should be aware that a register of such gifts is maintained by English Rural and any gift will be recorded into the register.

If the Contractor undertakes private work for either English Rural staff or residents this must be appropriately paid for and will be on a separate basis to that of works agreed



with English Rural. The contractor should notify English Rural of any such requests for work.

In the event of ceasing work for English Rural, Contractors will be required to hand back keys, plans, specifications and any other documents or equipment belonging to English Rural within seven days or any other time period mutually agreed.

Contractors shall carry out and complete the works in a proper and workmanlike manner and in compliance with this or any separate Agreement and Statutory Requirements, and shall give all notices required by the Statutory Requirements. Any areas on non-compliance should be immediately referred to English Rural with referrals for statutory non-compliance including immediate communication to English Rural's Chief Executive.

All contractors must:

- take reasonable care of their own safety
- take reasonable care of the safety of others affected by their actions
- when necessary under the terms of this Agreement or otherwise agreed submit their health and safety policy and relevant risk assessments to us for approval
- dress sensibly and safely for their particular working environment or occupation
- conduct themselves in an orderly manner in the work place and refrain from any antics or pranks
- use all safety equipment and/or protective clothing as reasonably expected and required
- maintain all equipment in good condition
- observe all laid down procedures for processes, materials and substances used
- observe the fire evacuation procedure and the position of all fire equipment and fire exit routes.

20. CONTRACTOR'S LIABILITY – PERSONAL INJURY OR DEATH

The Contractor shall be liable for, and shall indemnify English Rural against, any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or death of any person arising out of or in the course of or caused by the carrying out of the Works, except to the extent that the same is due to any act or neglect of the Employer, any Employer's Person or any Statutory Undertaker.

21. CONTRACTOR'S LIABILITY – LOSS, INJURY OR DAMAGE TO PROPERTY

The Contractor shall be liable for, and shall indemnify English Rural against, any expense, liability, loss, claim or proceedings in respect of any loss, injury or damage whatsoever to any property real or personal (other than loss, injury or damage to the Works and/or Site Materials) in so far as such loss, injury or damage arises out of or in the course of or by reason of the carrying out of the Works and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Contractor or any Contractor's Person.



22. TERMINATION AND SUSPENSION

Notwithstanding English Rural's obligations (19) English Rural reserves the right to terminate or suspend this Agreement at any point for any reason it feels justified to do so not limited to the content of this Agreement. Should it reach this decision it will endeavour to communicate the decision and reasoning to the Contractor via an appropriate means.

The Contractor is required to provide English Rural of reasonable notice of not less than one calendar month should it wish to no longer supply works to English Rural under the terms of this Agreement. Notice must be provided in writing. Failure to provide sufficient notice may result in reasonable deductions from any final balance due for completed works not yet invoiced.

23. MEDIATION AND ADJUDICATION

If a dispute or difference arises under this Agreement which cannot be resolved by mutual discussion between English Rural and the contractor, each Party shall give serious consideration to any request by the other to refer the matter to mediation. The contractor has no right to adjudication with all decisions from English Rural made in accordance with this Agreement being final.

24. LEGAL PROCEEDINGS

The English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Agreement.

Signed on behalf of English Rural: Date

Print Name

Signed on behalf of the Contractor: Date

Print Name

Name and Address of Contractor: Date

Print Name

FOR INTERNAL USE, ONLY

Valid Public Liability Insurance Certificate Received	Yes / No / N/A
Valid Employers Liability Insurance Certificate Received	Yes / No / N/A
Valid Equality & Diversity Policy Received	Yes / No / N/A
Health and Safety Policy Received	Yes / No / N/A
H&S Risk Assessments & Method Statements Received	Yes / No / N/A



ENGLISH RURAL

Satisfactory References Received
Completed Application Form Received
Data Protection Policy Received

Yes / No / N/A
Yes / No
Yes / No

Comments/Restrictions:

Contractor Approved for use

Signed..... Position Date