

Cyclical and Preventative Maintenance Policy

1.0 SCOPE

Purpose

- 1.1. This Policy sets out our approach to undertaking cyclical and preventative maintenance so that all whg homes meet our 'Great Homes and Neighbourhoods Standard'. These include maintenance work repeated at regular intervals and prevents deterioration of our homes and ensure items, materials and equipment are kept in working order through checks and servicing. The primary goal of preventative maintenance is to prevent the failure of equipment before it occurs and to extend its natural life cycle.
- 1.2. This ensures we meet our Corporate Plan strategic aim to provide high quality homes for our customers.

Legal and Regulatory Framework

- 1.3. The key legislative requirements for us to comply with are set out below, although these are not exhaustive.
 - **Control of Asbestos Regulations 2012 (CAR 2012)** – sets out our duty to manage asbestos in non-domestic premises, survey to assess the risk of asbestos exposure and protect others who work in such premises from the risks to ill health that exposure to asbestos causes.
 - **Regulatory Reform (Fire Safety) Order 2005** – requires us to undertake suitable and sufficient fire risk assessments in all common areas in blocks of flats, maisonettes and houses in multiple occupation.
 - **Gas Safety (Installation and Use) Regulations 1998** - under Regulation 36 all landlords are required to carry out annual safety checks on all gas appliances and flues.
 - **Health and Safety at Work Act 1974 and Control of Substances Hazardous to Health Regulations 2002 (COSHH) and ACOP L8** - provides a framework of actions to control the risk from Legionella. We must identify and assess the risk and implement any necessary measures to control any risk.

- **Electricity at Work Regulations 1989** – sets out our duty to:
 - regularly check the condition of the electrics against the UK standard for the safety of electrical installations and the safety of electrical wiring (BS 7671)
 - undertake an annual inspection of lightning protection systems by a qualified specialist contractor against the UK standards (BS EN 6230 and BS6651)

 - **Landlord and Tenants Act 1985** – Section 11 sets a duty on landlords to ensure all heating system flue ways and solid fuel systems are in good working order and inspected annually.

 - **Commonhold and Leasehold Reform Act 2002** - requires us to:
 - carry out an annual asset register audit to ensure accurate data to enable legislative compliant inspections
 - monitor performance and report against issues with gas, fire, water, asbestos, electrical safety and disrepair

 - **Equality Act 2010** – sets out our requirements not to discriminate against anyone with a protected characteristic.
- 1.4. We will adhere regulatory responsibilities set out by the Social Housing Regulator, such as:
- **Governance and Financial Viability Standard** requires us “to adhere to all relevant law”

 - **Home Standard** requires us to
 - “ensure that tenants’ homes meet the standard set out in section five of the Government’s Decent Homes Guidance and continue to maintain their homes to at least this standard”
 - “meet all applicable statutory requirements that provide for the health and safety of the occupants in their homes”

2.0 POLICY STATEMENT

Standards

- 2.1. We will maintain and improve our homes and neighbourhoods to meet our Great Homes and Neighbourhoods Standard, which includes meeting the Government’s Decent Homes Standard as a minimum.

Safety

- 2.2. We will meet our health and safety obligations through regular programmes of safety checks, inspections and servicing. This includes:
- timely gas and electrical safety checks;

- a pro-active asbestos testing and removal programme;
- prompt response to actions identified during fire safety assessments; and
- measures to reduce the risk of Legionella.

Cyclical

- 2.3. We will undertake maintenance works that need to be repeated at regular intervals to prevent deterioration of our properties and ensure items are kept in working order through checks and servicing. This could be annually or over a longer period depending on the natural life of particular elements or materials and includes maintenance works like refreshing common areas and painting woodwork.

Prevention

- 2.4. We will undertake preventative maintenance in a timely manner to avoid the failure of building materials and equipment before it occurs and to extend its natural life.
- 2.5. We will undertake a pro-active programme of **Property MOTs** where we visit a customer on a mutually agreed date to inspect the condition of their home and undertake any preventative or remedial repairs. We will seek to utilise this opportunity to carry out safety checks, update our customer contact and profiling data, support the sustainability of their home and tenancy and provide customers with a range of advice to help them sustain their home.

Information and condition

- 2.6. We will record information about our homes on an asset register and regularly update this with information on stock condition.
- 2.7. In order to understand the condition of our homes and update our asset register, we will:
- undertake a five year rolling stock condition survey;
 - commission a valuation check from independent surveyors every five years;
 - update our stock condition by analysing repairs and maintenance history; and
 - incorporate feedback from our customers on the condition of their home.

Five year investment plan

- 2.8. We will package together our cyclical and planned maintenance programmes, servicing and safety checks into our five year investment plans, which are based on our stock condition data.
- 2.9. We will use a Programme (or Project) Management Office (known as PMO) approach to deliver our five year investment plans. This will ensure the works are effectively managed and delivered on time and to budget. Where possible, we will value engineer the programmes of works to gain efficiency savings, reduce waste, maintain quality and ensure safe working practices.
- 2.10. The works will be tendered through our robust procurement process to ensure

we secure the best value for the lowest price. Any contractors we employ to deliver cyclical or preventative maintenance work must adhere to our contractor code of conduct – see Appendix 1.

- 2.11. We will consult involved customers in the design and planning of five year investment plans.
- 2.12. We will communicate our investment plans in a timely manner to customers so they are aware of our plans to undertake cyclical and preventative maintenance to their home.

Leaseholders

- 2.13. We will fulfil our legal and regulatory requirements to leaseholders when planning and undertaking cyclical and preventative maintenance works to their blocks. This includes notification, consultation and having regard for the specific terms of leases - Appendix 2 sets out maintenance responsibilities in blocks containing leaseholders.

3.0 PERFORMANCE MEASURES

- 3.1. All properties will comply with the Decent Homes Standard and this will be monitored by our Customer Services Committee on an annual basis.
- 3.2. We aim to ensure 86% of customers surveyed are satisfied with the overall quality of their home.
- 3.3. Deliver the following success measures from our Corporate Plan by 2024:
 - 100% of our homes will have an EPC of D and above
 - every home will have a current Property MOT
 - 10% efficiency in capital investment will be delivered through a five year programme

4.0 MONITOR AND REVIEW

- 4.1. This Policy will be monitored and formally reviewed every three years. This will ensure its continuing suitability, adequacy and effectiveness and reflect any changes in business operations, best practice or as required by the introduction of new legislation or regulations.

5.0 ASSOCIATED DOCUMENTS, POLICIES AND PROCEDURES

- 5.1. Specific legislation relevant to this Policy is:
 - Housing Act 2004 Part 1 and Part 4, section 3

- Environmental Protection Act 1990, Sec 79-82
- Landlord and Tenant Act 1985 Sec 11
- Regulatory Reform (Fire Safety) order 2005
- Defective Premises Act 1972 Sec 4
- Directive on the energy performance of buildings (EPBD)
- Building Regulations A, B1,B2,C,D,E,F,G,H,K,L1,L1B,M and N
- Construction (Design and Management) 2015
- Equalities Act 2010 section 190
- Control of Asbestos Regulations 2012, Section 4.
- Wildlife and Countryside Act 1981
- Gas Safety (Installation and Use) Regulations 1998
- Health and Safety at Work Act 1974
- Control of Substances Hazardous to Health Regulations 2002 (COSHH)
- Electricity at work Regulations 1989
- Building Regulations Part P (Electrical Safety).
- Landlord and Tenant Act Section 11(Heating solid Fuel Flue Ways and Appliances)
- ACOP L8
- The Electricity at Work Regulations 1989 Lightning Protection Systems BS EN 6230 & BS6651

whg documents, policies and procedures associated with this Policy are:

- Asset Management Strategy 2017-2024
- Health and Safety Policy
- Gas Safety at Work Policy
- Gas Service Access Policy
- Solid Fuel Appliance Policy
- Asbestos Policy
- Repairs Policy
- Data Protection Policy
- Customer Experience Policy
- Equality and Diversity Policy

Appendix 1

CODE OF CONDUCT FOR CONTRACTORS

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Introduction

This document is designed to inform all Contractors engaged by whg of the code of conduct they are required to follow. whg is committed to providing high quality maintenance programmes for our customers and that our customers have the right to be treated with courtesy and respect in their own homes. This code of conduct has been developed to promote a consistent approach to contractor conduct. It is based on best practice in customer care. However, much of the content is already current practice which has been gathered together in the one code.

This plan has been prepared to:

- Promote reliability and efficiency;
- Facilitate the confidence and trust of customers;
- Ensure good practice and standards;
- Maintain a quality service to customers.

Part 1 - Relationship with whg

A professional working relationship between whg colleagues and the contractor will be maintained at all times.

1.0 Day to Day Contact

Most routine day to day contact will take place with designated authorised whg colleagues. Contractors must notify whg of any problem regarding their capacity to undertake work for the Group. For example, a temporary heavy workload or a change in circumstances (e.g. colleague changes) may affect the contractor's capacity to complete work within required timescales. It is particularly important that whg is given due notice of any intention to cease work or to end trading. whg colleagues will make themselves available wherever possible to meet with the contractor to discuss any issues on site or with the administration.

1.1 Record Keeping

Contractors are expected to keep accurate up-to-date records and to send any associated documents to whg promptly, such as; completion dates, any updated certificates of insurance, accreditations and policies, invoices, warranties KPI information – this list is not exhaustive.

1.2 Inspection of Work

The whg team or its appointed agent may visit at any time to inspect work in progress, and discuss the materials and workmanship. Any materials or workmanship that whg considers to be sub-standard may be rejected and required to be rectified to the agreed standard.

1.3 Inducements

Any offer or suggestion of inducements to influence the procurement of works or services will be interpreted as bribery and corruption by whg, and will prohibit future contracts with the contractor if found to be correct.

1.4 Gifts and Hospitality

All contractors must be aware that whg colleagues and Board Members are required to declare any gifts or hospitality received from a contractor, and to seek prior permission before accepting any such offer.

As a general rule, gifts and hospitality must be politely declined by whg colleagues. No gifts or hospitality can be accepted if it is likely to affect whg's impartiality, create a potential conflict of interest or be thought to imply an obligation to the person or firm offering it.

1.5 Private Work

No private work must be undertaken knowingly for any whg colleague, Board Members or their close relatives without prior permission.

Contractors must not offer, nor do colleagues accept, any preferential discounted rates or terms for personal use.

Part 2 - Customer Care

2.0 Appointments and Access

Prior to any works being carried out, the contractor will be provided with the name, address and contact number of the customer. The contractor will then contact the customer to arrange a date and time to carry out the works.

When access is not stated in the contract, the contractor is required to attempt access on three separate occasions before the details are passed back to whg

2.1 Priority Timescale

For planned works whg will write to each customer affected giving them a broad idea of when the work will commence and who the contractor will be. Nearer the commencement of work, the contractor will arrange individual appointments with the customers. Two weeks prior to survey the contractor is required to write to the customer with appointment for access.

Appointments can be arranged with customers between 8.00am – 8.00pm, Monday to Friday, excluding public holidays. In the event of the customer breaking arrangements or refusing access, the contractor must immediately notify whg. Contractors must keep all appointments made and turn up punctually. If there are likely to be any delays, the customer must be informed.

2.2 Confidentiality

The contractor must maintain the highest levels of confidentiality regarding any personal information that is supplied to them about whg customers, including any other information they acquire whilst working at their home. Contractors must not discuss with the customer whg business, information known about other customers, information known about other

properties, previous workmanship or other contractors. Any enquiry regarding whg business must be redirected to whg.

Any personal data provided must be kept confidential in line with the whg Data Protection Policy and Data Protection Act 1998 and only kept for as long as needed to carry out the works.

All personal data must be disposed of securely to prevent disclosure, including alerts provided by whg about customers with challenging behaviour.

2.3 Identification Cards

All contractors must carry their identification cards with them at all times. On arrival at the property the contractor must introduce him/herself and show their identification card. If the customer wishes to check with whg about the legitimacy of the contractor, the contractor must respect the customer's right to do this, and remain outside the property until the customer is satisfied they are legitimate.

2.4 Dress Code

Contractors are required to wear an appropriate form of clothing and ensure it is clean and tidy, and where necessary, to wear the required safety clothing – preferably showing the contractors company logo.

2.5 Before Starting Work in a Customer's Home

The contractor must:

- Explain how long the work will take and which rooms will be affected.
- Explain to the customer the nature of the work that is to be carried out. Ask if materials and tools can be left in a particular place, checking they will not cause inconvenience to the customer.
- Check that this agrees with the work the customer expects to be done. If there is a difference the contractor must contact whg for advice.

2.6 Conduct

- Disruption - operatives must ensure there is minimum disruption to the customer and that work is limited to one room at a time if at all possible.
- Health and Safety - the site must be kept safe at all times. Fire exits, lifts, staircases, corridors and doorways must be kept clear and not blocked by the contractor's tools or materials.
- The contractor is to ensure no equipment, tools, rubbish and redundant equipment/pipework is left lying about in none working areas.
- Do not take personal property into a customer's home.
- Formal on-site arrangements – the customer must remain on site at all times when the operative is present in the home.
- Operatives must ensure that they are never left alone with children and never undertake work where children are alone in a property.
- Operatives must not seek to obtain private work from whg customers.
- Where appropriate, DBS checks on contractor's employees may be required.

- Protection of customer's property - operatives must treat the homes of customers with respect and ensure that suitable protection is arranged for the customer's property and that delicate or valuable items are removed from the work area.
- Damage to customer's property - any damage to customer's property resulting from negligence of operatives must be compensated for by the contractor.
- Customer's utility services - electric and gas supplies may only be used with the customer's permission and satisfactory payment, where appropriate, must be made to the customer prior to use. Reconnection and testing of the customer's services such as water, gas and electricity to be undertaken at the end of each day. With certification provide to whg.
- Must not consume alcohol or take drugs under any circumstances while in the employ of whg.
- Smoking is not permitted in customers homes or garden perimeter
- The use of the customers' toilet facilities is not permitted without their prior permission.
- No transistor radios or personal head sets to be used in customers homes
- Operatives to use floor protection where possible or over shoes in heavy traffic areas and working areas.
- Contractors must remove all surplus material, equipment and rubbish, leaving the area of work clean and tidy on a daily basis.
- Safeguarding can be defined as keeping children, young people and vulnerable adults safe from maltreatment, neglect, violence and exploitation. **All contractors have a responsibility to immediately inform whg if they have any concerns that a child or vulnerable adult is at risk of abuse or neglect.**
- Adhere to the whg Electronic Device Acceptable Usage Policy.

whg may require the contractor to remove any member of staff from the contract if whg is not satisfied in any way with that staff members clothing, conduct, manner, workmanship, ability, safety procedures and observance or DBS check.

2.7 Leaving and Returning to a Property

Contractors must inform the customer when leaving the property to collect materials or to obtain further instructions. If it is necessary to leave, advise the customer of the anticipated return time to complete the work and why it is necessary to leave the property before the work is completed. A site diary will be in use where possible to record your movements on it. At the end of the working day customers must be notified on leaving.

2.8 On Completion of the Job

- The contractor must ensure that all works are completed to a satisfactory standard.
- Inform the customer that the work is complete.
- Instruct the customer how to operate and maintain all new equipment installed and provide operation manuals.
- If an item needs to be left for a while before using, ensure that protection or notice is in place and that an explanation is given to the customer e.g. 'Do not walk on the newly laid paving slabs for two or three hours'.

- Inform Asset Management that the work is complete, and provide any associated paperwork.

2.9 Additional Work or Variation Orders

If a customer requests additional work to be done in relation to the approved works order, the contractor must contact whg first for further guidance

Part 3 - The Equality Act 2010

The whg policy is to treat everyone equally and not to exclude anyone from receiving services.

All contractors must act at all times in accordance with this policy. All members of staff shall be aware of the whg Equality and Diversity Policy and their responsibilities to comply with it.

It is not possible to anticipate every customer's needs but the contractor must provide clear information about what will be done, where the work will be done and how the work will be carried out. This enables a customer to identify any potential problems before they occur.

The contractor shall not unlawfully discriminate within the meaning and scope of any law relating to discrimination (whether in race, age, gender, marriage and civil partnership, religion, disability, sexual orientation, gender reassignment, pregnancy and maternity or otherwise) in connection with the provision of works or services. The same applies to sub contractors employed by the contractor.

3.0 Disability

When working in the home of a customer with mobility impairment, ensure that their movement is not restricted. If the work is likely to cause inconvenience or obstruction, discuss this with the customer. If furniture needs to be moved, ask the customer where it can be placed. As soon as the work is finished, replace the items. If it is necessary to leave the premises, ensure that tools and equipment are out of the way. Clear up rubbish and spillages as quickly as possible. Wet floors, dust and paper pose particular hazards for people using walking sticks. A risk assessment must be undertaken to consider how the works specifically impacts the customer.

3.1 Communicating With Deaf and Hearing Impaired Customers

There are a number of steps that can be taken to facilitate better communication with a customer, who has impaired hearing, including:

- Making sure that you have attracted their attention.
- Face the person when you are talking to them, talk clearly and use your usual tone. Unless the person indicates otherwise, e.g. by asking you to speak up, raising your voice will distort what you are saying and make it difficult to lip read.

- Be prepared to write things down. This will not always be appropriate, since some people who use sign language may not be able to read written text (sentences in sign languages are structured differently)
- Let the customer know if you will be making excess noise e.g. drilling or hammering.
- Give clues as to what you are talking about in your face, your body language and the gestures you make.
- Let the customer know if you have to leave the premises i.e. to get work tools and equipment from the van.

3.2 Visually Impaired, Blind or Partially Sighted Customers

When working within the home of a visually impaired customer, it is important that contractors give them clear information:

- On arrival at the premises, introduce yourself, using where appropriate an agreed password or by showing your identity card
- 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 must place them and ensure 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.

3.3 Vulnerable Customers

Some customers may feel nervous about having a stranger in their home. It is important therefore, to identify yourself, your organisation and purpose of visit **before** entering the premises. It is in the interest of both yourself and the customer that you are approachable but formal and that the customer feels confident about asking you questions.

3.4 Religious and Cultural Considerations

Pay particular attention to religious and cultural sensitives, including religious or sacred belongings of the customer. For instance, do not disturb a religious object without first asking if it can be moved. If a customer asks you to comply with a particular religious or cultural practice, please respect their request wherever possible and contact whg if this is going to have implications for your safety or ability to carry out the work. An example of this may be if you are asked to remove your safety shoes before entering a room.

3.5 Communicating with Customers who Do Not Speak English

whg can arrange for an interpreter to be present if the customer's first language is not English Language Line Tel number – 0845 310 9900, Code – L42108

3.6 Difficult Situations

There may be occasions, particularly when working in occupied properties, when a contractor may feel uncomfortable by the circumstances or the behaviour of the customer and / or their guests, for example, a customer who is under the influence of drugs or

alcohol, is smoking in your presence or who is verbally abusive. If a situation like this occurs, and you feel you cannot work in these circumstances, explain to the customer, if possible, why you are leaving and report the problem to whg where your concerns will be dealt with. If valuables are left within your working area, i.e. purses, cheque books, jewellery etc., please ask the customer to remove them to somewhere more secure. This is to protect you, should these valuables subsequently go missing.

3.7 Violence at Work

Occasionally contractors may come across situations where violence or the threat of violence to them or others becomes apparent. It is advisable to try and minimise confrontation as soon as possible and not be drawn into arguments with others. If the situation escalates, for safety reasons, it is acceptable to leave the premises as quickly as possible. If incidents do occur contractors must inform whg as soon as possible.

Part 4 - Health and Safety Requirements for Contractors

4.0 Introduction

The Health and Safety at Work Act 1974 places a duty upon whg to ensure that all property it controls is safe. The requirements set out below must be complied with by all contractors and sub-contractors working on premises or land which are in any way under the control of whg, or others who may be affected by our Acts or omissions. These requirements are for clarification and are not intended to increase the contractors own duties under the Act or take away any liability under the Health and Safety at Work Act, 1974, or under the terms of the contract.

4.1 Responsibilities of Contractors

Before commencing work, the contractor must be acquainted with all Acts and Regulations relevant to the work and agree throughout the duration of the contract to comply with them. For example (others may apply):

- The Health and Safety at Work Act, 1974.
- The Management of Health and Safety at Work Regulations, 1999.
- The Construction (Design and Management) Regulations, 2015.
- The Lifting Operations and Lifting Equipment Regulations, 1998.
- The Control of Substances Hazardous to Health Regulations, 2002.
- The Manual Handling Operations Regulations, 1992.
- The Workplace (Health, Safety & Welfare) Regulations, 1992.
- The Provision and Use of Work Equipment Regulations, 1998.

Any special conditions laid down by whg, which have been notified to the contractor, must also be adhered to. The attention of the contractor is also drawn to guidance notes published by the Health and Safety Executive.

The contractor will be responsible for the appointment of a safety representative or other such named person, as defined in the contractor's safety policy statement. The contractor will forward the name of the person, on commencement of the work, to whg.

4.2 Permit to Work Systems

The Contractor must ensure that all permit to work systems are required to control safe systems of work (to be agreed on pre-start contract meeting)

The contractor will ensure that:

- They have a clearly defined safety policy and that all employees are aware of its content.
- Satisfactory and safe systems of work are established.
- Any works that potentially effects the fire arrangements for the building will require the instigation of an agreed fire plan; this will include effective fire stopping of areas where services pass from one area to another.
- The area of work, the placement of temporary buildings and storage areas for dangerous substances (e.g. liquefied petroleum gas and petroleum spirit) have been clearly defined and risk assessed.
- They are fully aware of any emergency evacuation procedures and the assembly points that may be in force.
- The sharing or provision of sanitary, welfare, canteen and first aid facilities, has been agreed with the parties concerned.
- Any necessary licenses, permits or consents in connection with the work have been obtained and verified.
- A structural engineer has been consulted where excavations are required near buildings or additional weight is being placed on the structure.
- Safe passage is maintained for members of the public in areas to which they have rightful access, particular attention being paid to blind or other disabled persons, elderly persons and children.
- The position of all public utilities which might endanger health and safety has been identified and any necessary precautions taken.

4.3 Provision of Plant and Equipment

Where the contractor provides tools, plant or equipment for the works, such items shall be suitable for their purpose, will be maintained and appropriately tested, and shall be used safely. The equipment owned or provided by whg for its colleagues use may not be used by the contractor, unless permission has been given by a person authorised to do so within whg. All contractors and sub contractors are not to leave tools or equipment unsupervised in customers' homes at any time during the duration of the work.

4.4 Scaffolding

All scaffolding must be erected to conform to the relevant BSEN 2811, Code of Practice TG20:13 and the provisions of the working of height regulation 2005, the contractor will be responsible for the statutory inspection of scaffolds and the keeping of a scaffold register. Folding trestles must only be used to support a working platform and must have collective fall prevention unless there is no potential for a foreseeable risk of injury. The contractor will be responsible for the marking and lighting of scaffolding, hoardings etc. to warn of their presence where applicable. The contractor will make safe and secure the scaffold to prevent access, climbing etc. while on site and after leaving the site.

4.5 Prefabricated Aluminium Alloy Towers

This equipment must be erected and used in accordance with the Code of Practice issued by the Prefabricated Aluminium Scaffolding Manufacturers Association (PASMA).

4.6 Ladders

All use of Ladders and work from them must conform to the Working at Heights Regulations 2005. All ladders must be the correct length for the particular work being undertaken and shall be securely fixed at the correct angle. Work must not be carried out from a ladder where the operative is standing more than 30ft from the ground. All ladders must be removed and rendered inaccessible on completion of work and at the end of the day.

4.7 Work above Ground Level

Safeguards must be taken where necessary, to prevent the fall of persons and material by the provision of guard rails, toe boards and / or mesh guards. Materials must not be thrown to lower levels. All materials must be lowered by means of hoists, gin wheels, ropes or chutes.

4.8 Roofs

Roof ladders, or crawler boards, must always be used for work on pitched roofs. The weight of the operative must always be borne by a roof ladder or crawler board. Where access to a work place is alongside a fragile roof, the fragile roof must be covered or a guard rail provided to protect the access.

4.9 Cranes, Hoists, Lifting Appliances and Lifting Gear

All equipment must be erected, examined, tested and used in accordance with the Lifting Operations and Lifting Equipment Regulations 1998 and other statutory regulations and the appropriate certificates obtained, which must be available for inspection by a nominated person within whg and the Health and Safety Officer on request. The safe working load must be clearly marked on all equipment.

4.10 Excavation

Excavation must be properly shored and battered to the correct angle of repose of the strata to prevent collapse. Edges of excavation must be protected by a continuous rigid barrier, where applicable, unless alternative methods have been agreed between the contractor and whg. In addition, excavations near where the general public has rightful access to pass must be clearly identified by warning lights during the hours of darkness or periods of low visibility.

4.11 Removal of Asbestos

Asbestos must be removed and disposed of in strict accordance with the Control of Asbestos at Work Regulations, 2012, and HSE approved codes of practice.

4.12 Sewer Work

This work must be done as required by the Confined Spaces Regulations, 1997. All persons required to enter manholes and sewers must be fully aware of the hazards associated with this work, e.g. gases, water, slippery surfaces and bacterial contamination. All activities undertaken must be in accordance with the Code of Practice for the 'Safe Working in Sewers and Sewage Works' issued by the Institute of Civil Engineers.

4.13 Electrical Equipment

All work to be carried out in accordance with the Electricity at Work Regulations, 1989, and, where possible, all portable tools and site lighting must be used at reduced voltage, i.e. 110v or lower. An electrician must carry out all electrical work, fitting of plugs, etc.

4.14 Precautions against Fire and / or Explosions

The Contractor must comply with the following:

- Existing emergency exits and fire fighting equipment shall be kept clear of obstruction at all times.
- The storage of petroleum spirit and liquefied petroleum gas must comply with relevant legislation.
- No Smoking signs must be obeyed and all contactors must conform to the No Smoking Legislation 2007 (The Health Act 2006).
- Any fire fighting equipment required is to be supplied by the contractor.
- Ensure a Hot Works Permit is obtained where required.

4.15 Reporting of Accidents

All accidents and dangerous occurrences affecting contractors or sub-contractors employees shall be notified in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations, 2013, and a copy of such notification shall be forwarded to whg. The contractor's accident records, in relation to the contract, shall be made available for inspection by whg on request. In addition, all accidents occurring to whg colleagues or members of the public while on site must be immediately notified to whg.

4.16 Confined Spaces

A confined space is determined as any room, well, shaft or conduit, whether it be above ground or below ground which is enclosed without natural light or natural ventilation, or any place where the atmosphere is likely to become stagnant, oppressive or toxic. In such circumstances The Confined Spaces Regulations, 1997 will apply.

4.17 Sub-Contractors

The contractor will provide whg with a list of all sub-contractors under the contract and draw their attention to these requirements as they affect the work they are going to undertake. Sub contractors will be managed by the main contractor and all sub contractors must comply with all requirements of whg placed on the main contractor.

4.18 Non-Compliance

If at any time during the duration of the contract, the contractor or sub-contractor fails to comply with any of these requirements, then, provided whg is of the opinion that any persons are thereby exposed to risk to their health and safety, the Group may direct the contractor to remove such risk and the contractor shall comply with any such reasonable directions given. Such directions may require all or part of the work to be suspended.

Part 5 – Environmental

The contractor shall when working on whg properties, perform in such a way to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

Any waste must be disposed of in line with regulatory requirements.

5.0 Capability Questionnaire

The main Contractor and any Sub Contractors must complete a capability questionnaire issued by whg.

Part 6 - Signatures

Contractors Name:

Director Signature/s:

Print Name:

Contact Number:

Date:

Contract Manager Name:

Print Name:

Date:

Site Supervisor Name:

Print Name:

Date:

Appendix 2

Maintenance responsibilities of blocks containing leasehold properties

whg are responsible for the structure / exterior of the block, including the window frames (but not the glazing), the front door of the flat and communal areas / communal doors etc. The leaseholders are responsible for the interior of the property, including all contents and fixtures (e.g. internal doors, central heating, pipes, and cabling etc.) which exclusively serve their flat.

Leaseholders have a liability for their share of the landlord's costs of providing services, repairs, and improvements to the block and development in which they live. As such, there are legislative rules concerning consultation with leaseholders which must be complied with in order for us to recover these costs from the leaseholders. These rules currently apply where the cost to individual leaseholders is more than £250 including VAT for major works to a building and £100 including VAT for services provided under a long-term agreement.

Version control

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