



CONTRACTOR SELECTION POLICY & PROCEDURES

Date of Meeting: 3rd November 2020

Review Date: November 2023

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1. INTRODUCTION

- 1.1 The provision and maintenance of a Reactive Maintenance Contractors' Framework is crucial to enable delivery of an efficient and responsive repairs and maintenance service that can also justify value for money.
- 1.2 This policy and related procedures outline the objectives and conditions governing the selection and approval of contractors for reactive, cyclical and planned maintenance works carried out on behalf of the Association.
- 1.3 Whilst this policy relates to the general selection of contractors for jobbing works, it is also recognised that works above a certain level (as agreed by the Association's delegated authorities) will be subject to a tendering procedure. (Cross Reference – Tendering Policy)
- 1.4 It is also agreed that contracts with an expected value of £50,000 or more will be advertised on the Scottish Government's procurement portal, 'Public Contracts Scotland' Website in accordance with good practice and to enable competition and equality of opportunity.
- 1.5 Where the estimated value of any contract is above the OJEU (i.e. Official Journal of the European Union) thresholds for Supply/Services or Contract Works, the respective Contract will be procured in accordance with the OJEU directives, which include invitations to tender, prior information notices, qualification systems and contract award notice periods. (Cross Reference – Tendering Policy)

2. AIMS AND OBJECTIVES

- 2.1 To ensure clear and consistent procedures in relation to contractor selection.
- 2.2 To identify staff and committee responsibilities in this area.
- 2.3 To clarify the Association's expectations of contractors working on it's behalf
- 2.4 To ensure equality of opportunity in all matters relating to contractor selection and that no contractor is in any way disadvantaged or unfairly treated.

3. THE LEGAL & REGULATORY FRAMEWORK

- 3.1 The Social Housing Charter sets the standards and outcomes that all social landlords should aim to achieve for their tenants as required by Section 31 of the Housing (Scotland) Act 2010. The relevant Charter standard in relation to this policy is noted below and the Association seeks to ensure we select contractors that are capable, committed, experienced and adequately resourced to meet this standard.

Charter Outcome 5:-

'tenants' homes are well maintained, with repairs and improvements carried out when required and tenants are given reasonable choices about when work is done.'

4. REVIEW

- 4.1 The Reactive Maintenance Contractors' Framework will be fully reviewed bi-annually, with an annual review of continued commitment, cost, contact details, insurance, etc.
- 4.2 The bi-annual review is advertised in the national press, e.g. the Daily Record and Sunday Mail and also on their website, with a submission date for interested parties noted.
- 4.3 All contractors on the current approved list will not have an automatic right of re-selection, but will be invited to re-apply at each review by application form, unless there are specific reasons for not doing so.
- 4.4 Any contractors who have formally approached the Association in writing, prior to the review and expressed an interest in being included on the approved list will also be invited to make application, unless deemed totally unsuitable or inappropriate, in which case the contractor will be notified of this and of the reason for this decision.
- 4.5 At the point of application, contractors will be sent an application pack containing:-
 - i) Application Form (See Appendix 1)
 - ii) Checklist of documents to be submitted (Appendix 2)
 - iii). Conditions of Contract (See Appendix 3)
 - iv) The Association's Equal Opportunities Policy Summary (See Appendix 4)
 - v) Point of Work Assessment Form (See Appendix 5)

5. RATES

- 5.1 Contractors will be required to quote their hourly day-work rates at the time of application and any variation of these rates will be at agreed intervals only, by negotiation and agreement.
- 5.2 Alternative rates for emergency call-outs and associated work will also be agreed in advance, where appropriate.

6. REGULATING COMPLIANCE

- 6.1 All contractors must comply with the Health and Safety at Work Act 1974 and any further amendments and orders thereof. Where work is carried out on gas appliances or installation, contractors must comply with the Gas Safety (Installation and Use) Regulations 1994 and any subsequent amendments. Similarly all new electrical installations must comply with the 17th Edition Wiring Regulations and any subsequent amendments.
- 6.2 All contractors must also have their own Equal Opportunities Policy or agree to comply with the Association's Equal Opportunities Policy, as a minimum equivalent.
- 6.3 Works and materials must also be in accordance with relevant British Standards and Codes of Practice.
- 6.4 All contractors must sign a declaration confirming their agreement to adhere to the Association's Conditions of Contract.

7. C.D.M. REGULATIONS

- 7.1 Construction (Design & Management) Regulations 2015 (CDM 2015) applies to all works. Action should be proportionate taking into account the nature, size and complexity of each job or project.
- 7.2 The key aims of the Health and Safety Executive (HSE) are to encourage everyone involved to work together to:
- (i) improve the planning and management of projects from the very start
 - (ii) Identify hazards early on, so that they can be eliminated or reduced at the design or planning stage and the remaining risks can be properly managed
 - (iii) target effort where it can do the most in terms of health and safety and avoid unnecessary bureaucracy.
- 7.3 The Guidance on Regulations L153 confirms the duties which now apply in full for all construction projects. Where the project works last more than 30 days and has more than 20 operatives on site, or involves more than 500 person days, the project is also notifiable (a day is any calendar (part) day on which construction work takes place). A CDM Adviser or Principal Designer can give suitable advice and assistance, but it should be noted that the client must ensure the duties are met, having a better overview of their projects than anyone else.

8. INSURANCE / TAX LIABILITIES

- 8.1 All contractors must have adequate insurance to cover any liabilities that may arise from the execution of their works. The limit of indemnity from any one incident should be a minimum of £1,000,000.
- 8.2 Copy documentation will be required to confirm valid public and employer's liability insurance, plus all works insurance (where appropriate) and it will be the contractor's responsibility to ensure this is up to date and that adequate cover is provided.
- 8.3 The Association will ensure that all Certificates are valid and where an expiry date is imminent, the contractor must ensure a copy of the renewed document is provided.

9. SELECTION OF CONTRACTORS

- 9.1 The Association will generally hold a maximum of 3 contractors per trade on its Reactive Maintenance Contractors' Framework, including 3 multi-contractors, for use on more complicated jobs, or for works subject to an insurance claim. In such cases, a single contractor enables better co-ordination of the various elements of work and associated trades, easier access and contact arrangements for all parties involved, as well as ease of monitoring for both the Association and any loss adjusters, appointed by the insurance company.
- 9.2 Contractors will quote their hourly rate and emergency call out charge per trade, on the application form, which will be compared against all other contractors, to establish the most competitive. Contractors who quote above the most competitive rates will generally not be accepted. The rates agreed as the most competitive will be based on applications received.

- 9.3 Prior to accepting a contractor onto the Framework, the Association must be satisfied that the contractor has:-
- (i) experience of working with housing associations or similar type contracts,
 - (ii) the resources to meet the financial criteria,
 - (iii) the knowledge to meet the administrative requirements,
 - (iv) appropriately skilled and qualified workforce,
 - (v) appropriate technical knowledge,
 - (vi) the ability to respond quickly, flexibly and responsively
 - (vii) ensure service continuity and a commitment to fully comply with the Association's Conditions of Contract.
- 9.4 Contractors will be asked for details of other organisations for whom they have worked on a similar basis, with a preference for experience of working with Housing Associations and references will be taken up by the Association, where appropriate.

10. USE OF NON - APPROVED CONTRACTORS

- 10.1 It is recognised that at times jobs may arise which are specialised or for which none of the contractors within the Reactive Maintenance Contractors' Framework can provide the service. On such occasions non-approved contractors may be used, providing that their Insurances and Health and Safety arrangements are satisfactory and favourable references have been obtained.
- 10.2 In these circumstances an application form will be completed retrospectively and a report submitted to the Operations Sub-Committee advising of their inclusion.

11. REGULATORY STANDARDS OF GOVERNANCE

- 11.1 Calvay Housing Association must comply with the Regulatory Standards of Governance and Financial Management as laid down by the Scottish Housing Regulator and will use these standards and guidance to assess, confirm and improve their governance and financial management policies and practice and be accountable to their tenants and other service users.
- 11.2 To make sure the Association acts with transparency, honesty and propriety and avoids any public perception of improper conduct, no contractor will be used where the Director or Manager is the close relative of any staff or committee member of the Association.
- 11.3 It is considered that a person's close relatives include their spouse or common law husband or wife, mother, father, son, daughter, brother, sister, grandmother or grandfather.
- 11.4 Contractors will be required to declare any personal or business interest with members of staff or of the Management Committee, employees or their close family. Contractors having an interest with any of the aforementioned will not necessarily be excluded from the approved list, but failure to declare information which is later discovered may lead to their removal.

12. CONDITIONS OF CONTRACT

- 12.1 Access to properties is the responsibility of the contractor, although the Association will provide contact information and details of preferred access times and will assist in regard to arranging access, where appropriate. In the event of no access to an occupied property, the contractor must leave a card confirming attendance details, together with a contact telephone number for the tenant to contact directly to arrange a mutually convenient time.
- 12.2 The contractor must provide their own plant, scaffolding, barriers, warning notices, etc. as required for the works. The contractor must also ensure that adequate, safe access for tenants and pedestrians is maintained throughout the duration of any works.
- 12.3 There is also a code of conduct to which contractors must adhere at all times, details of which is specified within the conditions of contract.
- 12.4 Details of the Association's target response times for all categories of repairs are also stipulated within the conditions of contract, together with details surrounding the legislative requirements and obligations associated with the right to repair, to which they must also adhere.
- 12.5 A copy of the Association's Point of Work Assessment Form must be completed and returned to the Association for all works done, to ensure all contractors comply with the Construction (Design & Management) Regulations 2015.
- 12.6 The Association will also provide details of our Asbestos Management Policy and Tenant Profile Risks as appropriate, so that contractors can check, prepare for and manage any perceived risks prior to undertaking any works.

13. WORK ORDERS

- 13.1 Contractors must undertake to carry out repairs as stated on the issued work order.
- 13.2 The contractor must advise the Association if for any reason it is not possible to respond within the specified timescales. Failure to meet Right to Repair response times, may result in a deduction from the issued invoice which would be payable to the tenant by the Association as compensation. This is in accordance with the Right to Repair Legislation & the Association's Policy, which can be viewed on request.

14. ACCOUNTS

- 14.1 Invoices must be tendered within 4 working weeks of the contractor's satisfactory completion of the works and must be accompanied by the relevant work order.
- 14.2 Upon receipt, the work may be post-inspected for the Association's satisfaction and will be paid within 6 weeks of receipt.

15. REVIEW OF CONTRACTORS PERFORMANCE

- 15.1 Contractors performance will be monitored by pre and post inspections carried out by the Property Services Officer (Maintenance) and other staff or consultants as appropriate, as well as by use of the Tenants' Repairs Satisfaction system.
- 15.2 Any contractor who fails to meet the required standard in terms of quality, time, cost or administrative procedures will be brought to the attention of the Property Services Officer (Maintenance), who will notify the contractor of this in writing.
- 15.3 If performance does not improve to a satisfactory level, the Contractor will be removed from the list and a report provided to the Operations Sub-Committee. Any contractor removed from the list will be notified in writing and will have a right of appeal initially to the Director, with final recourse to the Management Committee.

16. CODE OF CONDUCT

- 16.1 Whilst in attendance at the Association's properties and offices, contractors and their sub-contractors should observe courtesy at all times. The following list must be adhered to and failure to comply with any of the items may lead to removal from the Association's Reactive Maintenance Contractors' Framework. Operatives should:-
- be appropriately dressed / wear any designated uniform
 - introduce themselves to the residents and show proof of identity
 - explain the nature and purpose of the job
 - be polite and courteous to residents and staff
 - advise the Association of any complaints raised by residents
 - comply with the Data Protection Act 1998 and any updates thereof
 - behave in a proper manner and to a competent level at all times
 - not smoke, work under the influence of alcohol, use bad language, play radios or cassette players or use the resident's facilities without permission
 - minimise disruption to the resident's house
 - take care and protect the resident's property/possessions from dust, paint, etc
 - be aware of security risks when working in a resident's home
 - keep safe all materials and equipment used on site to avoid danger to occupants
 - reconnect/test services e.g. water/gas/electricity at the end of each working day
 - recompense for gas and electricity used where usage is significant
 - clear any rubbish from inside the property at the end of each working day
 - remove any rubbish from the garden and other areas outside the property
 - comply with Health & Safety legislation, CDM Regulations 2015, Data Protection Regulations 2018, the Association's Equal Opportunities Policy, Asbestos Management Policy and any relevant codes of practice.
- 16.2 Should Contractors find themselves subject to improper behaviour from tenants or staff, then a formal complaint must be lodged using the Association's Complaints Policy.

17. ACCESS TO THE WORKS

- 17.1 A contractor must not enter a property if there is no evidence of an adult present (i.e. 16 years and over) and the presence of an adult must be for the duration of the works. Should a contractor encounter a minor alone in a property, a No Access Card must be left requesting access arrangements when an adult is available.
- 17.2 A contractor must not be left alone in a property without the tenant or their representative being present for the duration of the work and a contractor will not take possession of keys to carry out work to occupied properties, unless there are extenuating circumstances and the arrangement has been expressly requested by the tenant and mutually agreed between the tenant and contractor concerned.

18. DATA PROTECTION

- 18.1 The Association requires all contractors to comply with the principles of the Data Protection Act 1998 and any amendments thereof and to the principles of confidentiality. The following conditions will therefore apply to contractors carrying out work on behalf of Calvay Housing Association.
- i) Contractors will be provided with general and confidential information which should be used for the sole purposes of the work authorised by Calvay Housing Association. Contractors should not divulge any of the information provided to any other party.
 - ii) Calvay Housing Association may request and provide references with relation to individual contractors without the prior written consent of the contractor.
 - iii) Information that relates to tendering documentation should be treated as private and confidential and should not be provided to other organisations or groups without the prior written consent of Calvay Housing Association.
 - iv) Requests may be made by statutory authorities regarding information relating to contractors. Where appropriate, Calvay Housing Association will provide this information without the prior written consent of the contractor.
 - v) Information, whether general or personal, regarding any resident of the Association should not be conveyed to any other resident within the Association under any circumstances. This information may take the form of fact, opinion, anecdotal or specific information and should be treated as strictly confidential and not passed to any other party, if inappropriate.

19. REVIEW OF POLICY AND PROCEDURES

- 19.1 This Policy will be reviewed three years from the date of approval, or earlier should the need arise to reflect changing circumstances or changes in legislation or good practice standards.



**APPLICATION FORM FOR ADMISSION TO THE
REACTIVE MAINTENANCE CONTRACTORS FRAMEWORK**

Company Name _____

Company Address _____

Office Tel Number _____

Mobile Tel Number _____

E-mail Address _____

Bank Details _____

Is it a Limited Company? YES / NO

Registration Date & No _____

Approximate Annual Turnover
(based on the last 3 years) _____

Company Owners &
Directors _____

Have any of the Directors or Partners been involved in any firm that has gone into liquidation or receivership? If so, please give details:-

Is the company VAT Registered? If so please provide the Vat Registration Number

Trades Available _____

No. of employees _____

For local employment statistical research, please state the number of employees within the G33 postcode area

Jobbing works: inclusive hourly rate. Please provide rates for each trade, labourer, etc. If you charge an alternative rate please specify e.g. ½ hourly, charge time spent only, etc. Please enter details below:-

Trade	Hourly Rate	Price Fixed until - Date

Do you offer a 24hour call out service?
If so, please state terms and call out rates (please state date price is fixed until)

Please state percentage profit on materials

If applicable, are any of your tradesmen Gas Safe registered? YES/NO

Employers Liability Insurance

Name of Insurance Company _____

Address _____

Policy No _____ Expiry Date _____

Public Liability Insurance

Name of Insurance Company _____

Address _____

Policy No _____ Expiry Date _____

Has your company had any accidents or claims made against it in the past three years? If so, please give details:

References

Please provide details of other Housing Associations (or other organisations) for which the company has carried out work and that can be contacted for a reference.

Name of Organisation	Contact Person & Telephone Number	Type of Work Maintenance / Contract	Period of Contract

Are any of your company directors or managers related to any staff or committee members of the Association? (Please see list attached) If so, please give details, i.e. name of staff/committee member and relationship to them.

Health and Safety

If your organisation has less than 5 employees, please provide written details of the procedures to be followed in case of accidents or emergency at the workplace, procedures for reporting, recording and investigating accidents, first-aid provisions and provisions for appropriate protective clothing and equipment. (Please continue /attach a separate information sheet if appropriate)

If your organisation has 5 or more employees, please provide a copy of your latest policy and arrangements under the Health and Safety at Work Act 1974, etc.

Please state the name and contact number of the person responsible for Health and Safety in the Company.

Equal Opportunities

The Association has regard to equality of opportunity in all of its business. If your organisation has an Equal Opportunities Policy in place, please provide a copy.

If you do not have an Equal Opportunities Policy, you must agree to adhere to the Association's Policy, an extract copy of which is attached.

When submitting your application, please supply copies of the following:

1. Company Public Liability Insurance Certificate
2. Company Employee Liability Insurance Certificate
3. Equal Opportunities Policy (if none in place please see below)
4. Gas Safe Registration Certificates (if applicable)
6. Health and Safety Policy (if applicable)

List of Current Staff & Committee Members

Staff

Committee

As at time of application

Declaration

I confirm that I have read and accept the Conditions of Contract as provided with the application pack. I also confirm that in the absence of a company Equal Opportunities Policy this company will adopt Calvay Housing Association's Policy as per the Extract, Policy Summary and Statement appended to this application form.

Name (please print) _____

Signature _____

Company Name _____

Position _____

Date _____

CHECKLIST OF DETAILS TO BE SUBMITTED

Company Name _____

I/We declare that the following information and documents are enclosed together with our signed application form to be included on the Association's Reactive Maintenance Contractors' Framework for the year April 2018 to March 2019.

	Details	Comments	Yes	No
1	Completed and signed application form			
2	Signed Conditions of Contract Acceptance			
3	Health & Safety Policy / Statement Designated Health & Safety Person			
5	Valid Certificate of Employers Liability Insurance			
6	Valid Certificate of Public Liability Insurance			
7	Equal Opportunities Policy If No, I/We have read and agree to adopt Calway's Equal Opportunities Policy Signed _____ Date _____			
8	Valid Gas Safe Membership Certificate & copies of relevant certificates, if applicable			

Signed _____

Date _____

Name of Company _____

Position in Company _____

All contractors accepted onto the Association's Reactive Maintenance Contractors' Framework must adhere to the following Conditions of Contract.

JOB LINES AND INVOICES

All repairs instructed will be given a Repair Order with a job reference number which will be emailed directly to the contractor. In the case of out-of-hours emergencies, the Repair Order and Job Reference Number will be provided upon notification of the call out.

All invoices presented for payment must be on company headed stationery and detail the work carried out, any no access dates, the completion date and a breakdown of time, labour, materials and what was actually done. All invoices must have the work order number and address where the work was carried out, but **tenant's names must not be noted.**

The contractor must provide a separate invoice for each Repairs Order within 4 weeks of the works being completed. Upon receipt, the work may be post-inspected for the Association's satisfaction and the invoice will be paid within 6 weeks of receipt.

INSTRUCTIONS - Only authorised staff of the Association can instruct work.

Tenants cannot instruct repairs to a contractor. Any contractor unsure of the validity of a repair request must contact the Association's personnel before carrying out any work.

TENANT NEGLIGENCE/VANDALISM

Where a fault is found to be caused by tenants' misuse or negligence, contractors should notify the Association immediately to enable this to be followed up by a staff member.

ACCESS ARRANGEMENTS

Every Repair Order will show a Due Completion Date by which the works must be done and contact details and/or access preference expressed by the tenant. The Association will note on the repair order to contact the office in the event that extra information regarding the tenant or job needs to be provided. Access to properties is the contractor's responsibility, although the Association will assist where particular difficulty is experienced. In the event of no access to an occupied property, the contractor must leave a card confirming the date and time of attendance, together with a contact telephone number for the tenant to contact directly to re-arrange a mutually convenient time. The contractor must also advise the Association as soon as possible if they are unable to attend at the specified time or if a tenant fails to allow access or keep an agreed appointment. **NB: no charge should generally be made for the first 2 x no access calls.**

A contractor must not enter a property unless an adult is present at the outset and for the duration of the works (adult being 16 years and over). If a minor is alone in a property, a No Access Card must be left requesting access arrangements when an adult is available. A contractor must not be left alone in a property without the tenant or their representative present and must not take possession of keys to carry out work to occupied properties.

STANDARD OF WORK

The standard of work required is to match existing or relevant BS whichever is higher.

CONDUCT

Contractors must be polite and conduct themselves in a professional manner at all times:-

- ◆ be appropriately dressed, introduce themselves to the tenant and show proof of identity
- ◆ explain the nature and purpose of the job
- ◆ advise the Association of any complaints raised by residents
- ◆ not smoke, work under the influence of alcohol, use bad language, play radios or cassette players or use the resident's facilities without permission
- ◆ minimise disruption to the resident's house by taking care and using dustsheets, etc. to protect the resident's property/possessions from dust, paint, etc.
- ◆ be aware of security risks when working in a resident's home and keep safe all materials and equipment used on site to avoid danger to occupants
- ◆ reconnect/test services e.g. water/gas/electricity at the end of each working day (if applicable) and recompense the tenant for any significant usage of gas and electricity
- ◆ clear any rubbish from inside the property at the end of each working day and remove any rubbish from the garden and other external areas (as appropriate)
- ◆ comply with Health & Safety legislation and the relevant Equal Opportunities Policy

Should Contractors find themselves subject to improper behaviour from tenants or staff, then a formal complaint must be lodged using the Association's Complaints Policy.

TIMESCALES (Please note changes from last year)

The contractor must commence and complete repairs as soon as possible and at least by the Due Completion Date shown on the Repair Order. The relevant timescales are:-

Emergency Repairs	must be made safe within 6hrs & restored within 24hrs
Non-Emergency Repairs	must be completed within 7 working days
Right to Repairs	are certain works specified by legislation and must be completed in 1,3 or 7 working days (per due date on order)

The contractor must advise the Association if for any reason it is not possible to respond within the specified timescales. Failure to meet Right to Repair response times, may result in a deduction from the issued invoice which would be payable to the tenant by the Association as compensation. This is in accordance with the Right to Repair Legislation, Housing (Scotland) Act 2001 and the Association's Policy, which can be viewed on request.

If the required works are found to be different or significantly more, than described on the works order, authorisation must be sought from the Association's maintenance staff before such work commences, except where there is an immediate risk to Health and Safety. Contractors must also notify the Association immediately if it transpires they are unable to complete a job within the required timescale e.g. due to a requirement to order parts, inclement weather, no access, etc.

EQUIPMENT

Contractors must provide their own plant, scaffolding, barriers, warning notices, etc. as required for the works. Contractors must also ensure that adequate, safe access for tenants and pedestrians is maintained throughout the duration of any works.

INSURANCE

Contractors must have adequate insurance to cover any liabilities that may arise from the execution of their works. The limit of indemnity from any one incident should be a minimum of £1,000,000. Copy documentation will be required to confirm valid public and employers' liability insurance and it will be the contractor's responsibility to ensure this is up to date and that adequate cover is provided.

HEALTH AND SAFETY LEGISLATION

The contractor must comply with the Health and Safety at Work Act 1974 and any further amendments and orders thereof. Where work is carried out on gas appliances or installation, contractors must comply with the Gas Safety (Installation and Use) Regulations 1994 and any subsequent amendments. Similarly all new electrical installations must comply with the 17th Edition Wiring Regulations.

GENERAL DATA PROTECTION REGULATIONS (GDPR)

The Association shares its data with various third parties for numerous reasons in order that day to day activities are carried out in accordance with our relevant policies and procedures. In order to monitor compliance by third parties with Data Protection laws, the Association will require contractors to enter into an Agreement with the Association governing the processing of data, security measures to be implemented and responsibility for breaches.

REVIEW OF CONTRACTORS PERFORMANCE

Contractors' performance will be monitored through pre and post inspections carried out by staff, by use of Repairs Satisfaction Sheets completed by tenants and by general Tenants Satisfaction Surveys conducted by independent companies. Any contractor failing to meet the required standard in terms of quality, time, conduct or cost will be brought to the attention of the Property Services Officer / Manager, who will notify the contractor and a follow-up meeting may also be arranged, where appropriate. If performance does not improve to the satisfaction of the Association, the Contractor may be removed from the Framework. Any contractor removed from the list will be notified in writing and will have a right of appeal initially to the Director, with final recourse to the Management Committee.

CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015 (CDM)

Contractors must comply with the CDM regulations, which extend to all works to a varying degree, with action being proportionate to the nature, size and complexity of each job. The key aims are to improve the planning and management of jobs from the very start and identify any risks, so that they can be eliminated or reduced from the outset. The Association provides a Point of Work Assessment Form which must be completed and returned with every invoice for all individual works done. (Copy attached for info)

ASBESTOS CONTAINING MATERIALS (ACMs)

The Association will also provide access to our Asbestos Management Register and advise of any other potential issues relating to any of our properties, so that contractors can check, prepare for and manage any perceived risks prior to undertaking any works. This information will be kept up to date and contractors advised accordingly as to how this data is to be used and managed. All contractors must ensure and demonstrate that they are fully familiar with current legislation relating to the management of ACMs and that they have a clear understanding and agreement with Calvay's Asbestos Policy and Procedures.

EXTRACT FROM ASBESTOS POLICY

1. Calvay HA recognises that it has a duty under the Health and Safety at Work etc. Act 1974, as supported by subordinate legislation, to ensure, so far as is reasonably practicable, the health, safety and welfare of its employees, service users, contractors, the general public and others who may be affected by its undertakings.
2. Calvay HA will comply with the Asbestos Management duties defined and implied in the *Control of Asbestos Regulations 2012 (CAR12)*. It is Calvay HA's policy to ensure that, as far as is reasonably practicable, no persons will be exposed to risks to their health due to exposure to any asbestos containing materials (ACM's) that may be present in any of the properties it owns, manages or occupies.

General Contractors and Sub-Contractors (non-asbestos)

All contractors will be required to:

1. Ensure and demonstrate that they are fully familiar with current legislation relating to the management of ACMs.
2. Ensure that they have a clear understanding of the Association's Asbestos Policy and Procedures.
3. Ensure that all staff to be utilised on the contract have received an appropriate level of asbestos awareness training (Category A as a minimum).
4. Consult with any relevant asbestos registers / survey reports that may be available for establishments **before** work progresses (ensuring the appropriate type of survey has been carried out).
5. Ensure that where work may be affected by, or involve, ACMs that an approved licensed/competent (depending upon the category of asbestos work) sub-contractor is engaged (unless the contractor itself is licensed/competent and approved by the Organisation) to carry out the work. This will also require liaison with the Maintenance Officer who will be responsible for commissioning the independent asbestos testing company or Asbestos Project Manager if required.
6. Ensure that any relevant risk assessments, method statements, statutory notices are in place before work commences.
7. Progress all works diligently and, if any suspect materials are encountered, to immediately suspend operations and to contact the Maintenance Officer or Asbestos Project Manager for further instruction.
8. **Contractors must ensure that Asbestos sub-contractors are approved by the Association before any order is placed or contract awarded.** If you wish a copy of the full Asbestos Policy and Procedures please contact the Association

I/We agree to abide by these conditions of contract:-

SIGNED.....DATED.....

COMPANY NAME.....

Equal Opportunities Policy Summary

Equal Opportunity Statement

A commitment to equality of Opportunity is one of our core values. We believe that access to work opportunities, housing and the services we provide should be based on merit, equality, fairness and need and that no-one should be treated less favourably due to their race, sex, disability, age, gender reassignment, marriage & civil partnership, pregnancy & maternity, religion or belief and sexual orientation. We expect everyone who works for us or with us to share these beliefs and to support us in trying to achieve this goal. To help achieve this, we will:

- Try through our policies, procedures and working practices to provide equality of opportunity regardless of anyone's sex, race, colour, ethnic origin, religion, disability, marital status, sexuality or age.
- Provide training for our staff and Committee members.
- Develop action plans in specific areas and monitor our progress against them.
- Record and analyse information on the sex, ethnic origin, age and disabilities of people who apply to us for jobs or housing (where this information has been provided) and take appropriate action.
- Make sure that people who work with us, such as contractors, are aware of our commitment to equality and are willing to adopt the same principles.
- Take account of equal opportunity issues when we make decisions about changes to our services or employment practices.
- Take action when we consider that a member of staff, a service user or someone who works with us has acted in a way, which is not in keeping with our Equal Opportunities Policy or has caused unlawful discrimination or harassment.
- Investigate and respond whenever anyone thinks we have not complied with our own procedures and have failed to provide an equal opportunity

If you wish a copy of the full Policy Document on Equal Opportunities please contact the Association

Calvay Housing Association Ltd
The Calvay Centre
16 Calvay Road
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