



CONTRACTOR SELECTION POLICY & PROCEDURES

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1. INTRODUCTION

- 1.1 The provision and maintenance of a Reactive and Void Maintenance Contractors' Framework is crucial to enable delivery of an efficient and responsive repairs and maintenance service that can also justify value for money.

The current Reactive and Voids Maintenance Framework consists of 4 lots:

- a) Reactive Joinery
- b) Reactive Plumbing
- c) Reactive Electrical
- d) Void Works

To prevent a single contractor dependency and ensure value for money a single contractor may tender for up to a maximum of 2 lots.

- 1.2 "Other" trades such as roofers, plasters, painters and general builders are not currently part of the Reactive and Voids Maintenance Framework. These trades due to the lower spend in these areas will typically be asked to quote for works as per the Procurement Policy.
- 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 procurement process. (Cross Reference – Procurement Policy)
- 1.5 All non-contracted works should be treated within the spirit of the Procurement 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 its 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 and Voids Contractors' Framework will be fully reviewed as per the break clauses of the contract. If found to still to be fit for purpose, then the framework may be extended in line with the provisions of the procured framework. If the framework is found to no longer be fit for purpose, then a new procurement exercise should be undertaken as per the Procurement Policy.
- 4.3 All "other" 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)
 - vi) Data Processors Addendum (See Appendix 6)

5. RATES

- 5.1 "Other" 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 callouts 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 18th 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 appointed by the Association must be committed to paying the Scottish Living Wage as a minimum.
- 6.5 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 considering 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 £5,000,000.
- 8.2 Copy documentation will be required to confirm valid public and employer's liability insurance – minimum of £10,000,000, 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. Works Insurance as a minimum should be the value of the cost of the contract (including VAT).
- 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 “Other” Contractors’ Framework.
- 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 and Void 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.

11. CYCLICAL MAINTENANCE

- 11.1 The Association has several functions which are treated as cyclical. This includes but not limited to:
- Landscape maintenance
 - Gutter cleaning
 - Annual gas servicing
- 11.2 Contractors who are appointed to carry out these works on the Association’s behalf should be suitably qualified and be able to demonstrate competence in delivering these types of work. This may include the requirement for membership or certification from trade specific accrediting bodies.
- 11.3 The Association will act in line with the Procurement Policy and can utilise the Reactive and Voids Framework to have a “straight price” mini competition to procure. For areas which are of significant spend or risk then the Association will likely utilise an open procurement via Public Contracts Scotland or an award via another approved framework.

12. PLANNED MAINTENANCE

- 12.1 The Association will work within the Procurement Policy to select contractors to carry out planned maintenance and improvement.
- 12.2 Where rates already exist within a contract, e.g. Replacement boiler within the gas servicing and maintenance contract then a direct award can be made without running a further procurement exercise.
- 12.4 Where there is capacity (both quality and to deliver) within the Reactive and Void Framework a mini competition can be conducted for programmes such as replacement kitchens and bathrooms. All contractors invited to tender should be provided the same specification to price and given a suitable deadline for prices to be returned. Pricing should not be reviewed until the closing date has passed.

13. REGULATORY STANDARDS OF GOVERNANCE

- 13.1 Calway Housing Association must comply with the Regulatory Standards of Governance and Financial Management as laid down by the Scottish Housing Regulator(<https://www.housingregulator.gov.scot/for-landlords/regulatory-framework/#section-3>) 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.
- 13.2 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.
- 13.3 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.
- 13.4 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 forementioned will not necessarily be excluded from the approved list, but failure to declare information which is later discovered may lead to their removal.

14. CONDITIONS OF CONTRACT

- 14.1 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 with 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.
- 14.2 The contractor must provide their own plant, temporary lighting, scaffolding, barriers, warning notices, walk boards 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.

- 14.3 There is also a code of conduct to which contractors must always adhere, details of which is specified within the conditions of contract.
- 14.4 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.
- 14.5 Where Risk Assessment and Method Statements (RAMS) have not been provided as part of the works proposal then a copy of the Association's Point of Work Assessment Form must be completed and returned to the Association, to ensure all contractors comply with the Construction (Design & Management) Regulations 2015.
- 14.6 The Association will also provide details of our Asbestos Management Policy, Asbestos Register and Tenant Profile Risks as appropriate, so that contractors can check, prepare for and manage any perceived risks prior to undertaking any works.

15. WORK ORDERS

- 15.1 Contractors must undertake to carry out repairs as stated on the issued work order.
- 15.2 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.
- 15.3 Where a variation of the original job order is required the contractor must work within a pre-agreed process determined by the Association. This will be agreed on an individual basis, considering factors such as cost and risk.

16. ACCOUNTS

- 16.1 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.
- 16.2 Upon receipt, the work may be post-inspected for the Association's satisfaction and will be paid within 4 weeks of receipt.

17. REVIEW OF CONTRACTORS PERFORMANCE

- 17.1 Contractors performance will be monitored by pre and post inspections carried out by the Maintenance Officer and other staff or consultants as appropriate, as well as by use of the Tenants' Repairs Satisfaction system.
- 17.2 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 Senior Maintenance Officer, who will notify the contractor of this in writing.

- 17.3 If performance does not improve to a satisfactory level, the Contractor will be removed from the list. Any contractor removed from the list will be notified in writing and will have a right of appeal to the Director.

18. CODE OF CONDUCT

- 18.1 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.

- 18.2 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.

19. ACCESS TO THE WORKS

- 19.1 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.

- 19.2 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.

20. DATA PROTECTION AND CONFIDENTIALITY

- 20.1 The Association requires all contractors to comply with the principles of the UK General Data Protection Regulations and UK Data Protection Act 2018 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 required to complete a Data Processor Addendum in accordance with data protection laws.
- ii) 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.

21. REVIEW OF POLICY AND PROCEDURES

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

Appendix 1



**APPLICATION FORM FOR RETENTION ON THE
REACTIVE MAINTENANCE CONTRACTORS LIST**

Company Name _____

Company Address _____

Office Telephone No. _____

Mobile Telephone No. _____

Email Address for Owners/Directors _____ **for** _____

Email Address for Works Orders _____

Bank Details _____

Remittance Email Address _____

Is It a Limited Company **YES** **NO**

Registration Date & NO. _____

Approx. Annual Turnover (Based On 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.

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 24 hour call out service?

YES / NO

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 trades people Gas Safe registered?

YES / NO

Are your trades people Asbestos Awareness Category A trained

YES / NO

Please provide information of other organisations that you have carried out similar work for in the last 12 months.

Organisation	Point Of Contact	Telephone No.	Email Address

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 year?
If so, please give details:**

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 current 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)
5. Asbestos Awareness Certificates
6. Health and Safety Policy (if applicable)
7. Completed Data Processor Addendum

Declaration

I confirm that I have read and accept the Conditions of Contract as provided. 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 previously provided.

Name (please print) _____

Signature _____

Company Name _____

Position _____

Date _____

Appendix 2

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' List for the year April 2026 to March 2027.

Details		Yes	No	N/A
Completed and signed application form				
Signed Conditions of Contract Acceptance				
Health & Safety Policy / Statement				
Designated Health & Safety Person				
Valid Certificate of Employers Liability Insurance				
Valid Certificate of Public Liability Insurance				
Data Processor Addendum				
Contractor Emergency Contact Form				
Equal Opportunities Policy				
If No, I/We have read and agree to adopt Calvay's Equal Opportunities Policy				
	Signed			
	Date			
Valid Gas Safe Membership Certificate & copies of relevant certificates, if applicable				
Valid Asbestos Awareness Certificates				
NICEIC/Select Membership, if applicable				
Any other appropriate certification where applicable.				

Signed _____

Date

Name Of Company
Position In
Company

Appendix 3

REPAIRS AND MAINTENANCE
CONDITIONS OF CONTRACT



REPAIRS AND MAINTENANCE CONDITIONS OF AGREEMENT

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

JOB LINES AND INVOICES

All repairs instructed will be given a written Repair Order with a job reference number which will be emailed directly to the contractor. In the case of out-of-hours emergencies, the written 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 a description of the work that was carried out. The Repair Order number and address where the work was carried out must be on the invoice, but tenant's names must not be noted.

All invoices must be saved as an individual PDF file and sent electronically to invoices@calvay.org.uk. Where you have several invoices, you can attach these files to one email, so long as the invoice for each Repair Order is saved separately. All invoices must be provided at least within 4 weeks of the works being completed. Please do not allow invoices to accumulate before sending them as this creates administrative and budgeting issues for the Association. Completed work may be post-inspected for the Association's satisfaction and invoices will be paid within one month of receipt, assuming no missing supporting documents (certificates etc.) or any other query on work, cost, etc.

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 from site and provide evidence 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

Work should be completed in line with the job order specification, ensuring work required is completed to match existing or relevant British Standards whichever is higher. Where work is found not to be of standard invoices may not be paid until work is corrected.

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, a formal complaint must be lodged using the Association's Complaints Policy.

TIMESCALES

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
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 Association reserves the right to review our timescales and advise contractors accordingly.

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 or is available on our website.

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, walk boards, 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 18th Edition Wiring Regulations.

GENERAL DATA PROTECTION LEGISLATION

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 Legislation, the Association will require contractors to enter into a Data Sharing Agreement governing the processing of data, security measures to be implemented and responsibility for breaches.

FREEDOM OF INFORMATION SCOTLAND ACT (FOISA)

Where we are required under FOISA to provide information regarding contracts, you specifically authorise us to disclose such information where appropriate. If we need to do this, we will notify you in the first instance.

REVIEW OF CONTRACTORS PERFORMANCE

Contractors' performance will be monitored through pre and post inspections carried out by staff, individual repair Satisfaction Surveys completed by tenants and general Tenants' Satisfaction Surveys conducted by independent companies. Meetings with contractors may be held periodically also.

Any contractor failing to meet the required standard in terms of quality, time, conduct or cost will be brought to the attention of the Senior Maintenance Officer and Operations 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 Association's Approved List of Contractors. 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 for each works order where organisations have not provided suitable risk assessment and method statements. (Copy of Point Of Works attached for info).

FRAUD AND ANTI-BRIBERY POLICY

All contractual agreements with the Association contain the provision prohibiting fraudulent or corruptive acts. All contractors must be in good standing and subject to screening by the Association in line with our Procurement Policies. The Association expects staff to be alert to the potential for fraud or bribery in areas where they operate and report any concerns to their line manager, e.g. claims for payment of maintenance works that haven't been completed, don't exist, are exaggerated or excessive; or the offering, giving, soliciting or accepting an inducement or reward that may influence the actions taken by the Association's staff. Our Internal Auditors also have a role to play in preventing and detecting fraud.

COMMUNITY BENEFITS

The Association expects contractors to contribute to the delivery of community benefits (which may include financial contributions) that support our tenants and local communities. As a guide, contractors should seek to deliver community benefits with an approximate value equivalent to 3% of the annual contract value. Contractors will be required to outline how these benefits will be delivered, measured and monitored throughout the contract period.

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

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.

I/We agree to abide by these Conditions of Contract:-

SIGNED

DATE

COMPANY NAME

NB – Please sign and return a copy to the Association and also save a copy for your own reference.

Should you need any further information or clarification in relation to any of these Conditions of Contract, please contact the Association’s maintenance staff.

Appendix 4

Equal Opportunities Policy Summary

Equal Opportunity Statement

Calvay Housing Association (CHA) are committed to promoting an environment of respect, understanding, embracing diversity and eliminating discrimination by providing equality of opportunity for all both as an employer of staff and as a landlord / provider of services.

As an employer Calvay Housing Association (CHA) will strive to deliver a consistent a positive and proactive approach in promoting equality and diversity across all areas through the entire employment relationship from the recruitment process to termination and references. Whilst as a landlord / provider of services CHA will seek to provide equality of access to its housing and housing services.

All employees and committee members are required to abide by this policy, as is anyone who provides services for CHA (i.e. contractors) or works with the association as a volunteer. Our equal Opportunities Policy covers discrimination by and towards members of the public, governing body members, Association staff, contractors and staff from other agencies, and everyone has a responsibility to be alert to discriminatory behaviours and practices should they occur.

Breaches of the Opportunities Policy may be regarded as misconduct and may lead to disciplinary action, in accordance with CHA's terms and conditions, which may include dismissal.

CHA believes lack of equal opportunities is not only a serious moral issue, but also has a significant impact on business performance. CHA will aim to ensure all employees, committee members, tenants, anyone using services or providing services on our behalf are treated with fairness and respect and not be discriminated on the grounds of marriage and civil partnership, sex, race, disability, age, religion or belief, gender reassignment, pregnancy and maternity and sexual orientation, or disadvantaged by any conditions or requirements which cannot be shown to be relevant to performance.

In line with its commitment to promoting equality for all, CHA are committed to providing equal access to our services and documentation. We will do this in various ways including the provision of information in different languages and in alternative formats including Braille, audio formats and the provision of British Sign Language interpreters, etc., as required (for which CHA will bear any reasonable costs).

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
Glasgow G33 4RE

Tel 0141 771 7722
Email enquiries@calvay.org.uk

Appendix 6

Data Processor Addendum

between

- (1) **Calvay Housing Association** (the Customer, hereinafter referred to as **"Data Controller"**)

and

- (2) INSERT NAME . (the Supplier, hereinafter referred to as **"Data Processor"**).

WHEREAS the Data Controller processes Personal Data in connection with its business activities; and whereas the Data Controller has engaged the services of the Data Processor to process Personal Data on its behalf, the parties do hereby agree as follows:-

1. Definitions

- 1.1 The terms **"process/processing"**, **"Data Subject"**, **"Data Processor"**, **"Data Controller"**, **"Personal Data"**, **"Personal Data Breach"**, and **"Data Protection Impact Assessment"** shall have the same meaning as described in Data Protection Laws;
- 1.2 **"Addendum"** means this Data Processor Addendum;
- 1.3 **"Authorised Sub-Data Processors"** means (a) those Sub-Processors (if any) set out in Schedule 2 (*Authorised Sub-Processors*); and (b) any additional Sub-Processors consented to in writing by the Data Controller in accordance with section 5.1;

- 1.4 **“Data Protection Laws”** means, in relation to any Personal Data which is Processed in the performance of the Main Agreement, the UK General Data Protection Regulation (“UK GDPR”); the UK Data Protection Act 2018; the Data (Use and Access) Act 2025, the EU Directive 2002/58/EC on privacy and electronic communications, as transposed into UK legislation and retained after Brexit by the provisions of the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations; and any applicable decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, the Information Commissioner’s Office and other applicable UK government departments; in each case together with all laws implementing, replacing, amending or supplementing the same and any other applicable data protection or privacy laws;
- 1.5 **“Personal Data”** means the data described in Schedule 1 (*Details of Processing of Personal Data*) and any other Personal Data processed by the Data Processor on behalf of the Data Controller pursuant to or in connection with the Main Agreement;
- 1.6 **“Main Agreement”** means the agreement, whether verbal or written as may be in place from time to time between the parties into which this Addendum is incorporated.
- 1.7 **“Services”** means the services described in the Main Agreement;
- 1.8 **“Standard Contractual Clauses”** means the standard contractual clauses for the transfer of Personal Data to Data Processors established in third countries, as approved by the European Commission in Decision 2010/87/EU, or any set of clauses approved by the European Commission which amends, replaces or supersedes these;
- 1.9 **“Sub-Processor”** means any Data Processor (including any affiliate of the Data Processor) appointed by the Data Processor to process Personal Data on behalf of the Data Controller;

- 1.10 **“Supervisory Authority”** means (a) the UK Information Commissioner’s Office pursuant to Article 51 of the UK GDPR; and (b) any similar regulatory authority responsible for the enforcement of Data Protection Laws;
- 1.11 **“Customer”** means the Customer under the Main Agreement.
- 1.13 **“Supplier”** means the Supplier under the Main Agreement.

2. Processing of Personal Data

- 2.1 The parties agree that the Customer is a Data Controller and that the Supplier is a Data Processor for the purposes of processing Personal Data.
- 2.2 Each party shall at all times in relation to processing connected with the Main Agreement comply with Data Protection Laws.
- 2.3 The Data Processor shall only process the types of Personal Data relating to the categories of Data Subjects for the purposes of the Main Agreement and for the specific purposes in each case as set out in Schedule 1 (Details of Processing of Personal Data) to this Addendum and shall not process, transfer, modify, amend or alter the Personal Data or disclose or permit the disclosure of the Personal Data to any third party other than in accordance with the Data Controller’s documented instructions (whether in the Main Agreement or otherwise) unless processing is required by applicable law to which the Data Processor is subject, in which case the Data Processor shall, to the extent permitted by such law, inform the Data Controller of that legal requirement before processing that Personal Data.
- 2.4 The Data Processor shall immediately inform the Data Controller, if in its opinion, an instruction pursuant to the Main Agreement or this Addendum infringes Data Protection Laws.
- 2.5 The Data Controller warrants to and undertakes with the Data Processor that all Data Subjects of the Personal Data have been or will be provided with appropriate privacy notices and information to establish and maintain for the

relevant term the necessary legal grounds under Data Protection Laws for transferring the Personal Data to the Data Processor to enable the Data Processor to process the Personal Data in accordance with this Addendum and the Main Agreement.

3. Data Processor Personnel

- 3.1 The Data Processor shall treat all Personal Data as strictly confidential and shall inform all its employees, agents, contractors and/or Authorised Sub-Processors engaged in processing the Personal Data of the confidential nature of such Personal Data.
- 3.2 The Data Processor shall take reasonable steps to ensure the reliability of any employee, agent, contractor and/or Authorised Sub-Processor who may have access to the Personal Data, ensuring in each case that access is limited to those persons or parties who need to access the relevant Personal Data, as necessary for the purposes set out in section 2.1 above in the context of that person's or party's duties to the Data Processor.
- 3.3 The Data Processor shall ensure that all such persons or parties involved in the processing of Personal Data are subject to:
 - 3.3.1 confidentiality undertakings or are under an appropriate statutory obligation of confidentiality; and
 - 3.3.2 user authentication processes when accessing the Personal Data.

4. Security

The Data Processor shall implement appropriate technical and organisational measures to ensure a level of security of the Personal Data appropriate to the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed.

5. Sub-processing

- 5.1 Subject to section 5.4, the Data Processor shall not engage any Sub-Processor to process Personal Data other than with the prior specific or general written authorisation of the Data Controller.
- 5.2 In the case of general written authorisation, the Data Processor shall inform the Data Controller of any intended changes concerning the addition or replacement of other Data Processors (Sub-Processors), thereby giving the Data Controller the opportunity to object to such changes.
- 5.3 With respect to each Sub-Processor, the Data Processor shall:
- 5.3.1 carry out adequate due diligence on each Sub-Processor to ensure that it is capable of providing the level of protection for the Personal Data as is required by this Addendum including without limitation, sufficient guarantees to implement appropriate technical and organisational measures in such a manner that Processing will meet the requirements of Data Protection Laws and this Addendum;
 - 5.3.2 include terms in the contract between the Data Processor and each Sub-Processor which are the same as those set out in this Addendum, and shall supervise compliance thereof;
 - 5.3.3 insofar as that contract involves the transfer of Personal Data outside of the UK, incorporate the Standard Contractual Clauses or such other mechanism as directed by the Data Controller into the contract between the Data Processor and each Sub-Processor to ensure the adequate protection of the transferred Personal Data, or such other arrangement as the Data Controller may approve, as providing an adequate protection in respect of the processing of Personal Data in such third country(ies); and
 - 5.3.4 remain fully liable to the Data Controller for any failure by each Sub-Processor to fulfil its obligations in relation to the Processing of any Personal Data.

5.4 As at the date of the Main Agreement or (if later) implementation of this Addendum, the Data Controller hereby authorises the Data Processor to engage those Sub-Processors set out in Schedule 2 (*Authorised Sub-Processors*).

6. Data Subject Rights

6.1 The Data Processor shall without undue delay, and in any case within two (2) working days, notify the Data Controller if it receives a request from a Data Subject under any Data Protection Laws in respect of Personal Data, including requests by a Data Subject to exercise rights in chapter 3 of the UK GDPR, and shall provide full details of that request.

6.2 The Data Processor shall co-operate as reasonably requested by the Data Controller to enable the Data Controller to comply with any exercise of rights by a Data Subject under any Data Protection Laws in respect of Personal Data and to comply with any assessment, enquiry, notice or investigation under any Data Protection Laws in respect of Personal Data or the Main Agreement, which shall include:

6.2.1 the provision of all information reasonably requested by the Data Controller within any reasonable timescale specified by the Data Controller in each case, including full details and copies of the complaint, communication or request and any Personal Data it holds in relation to a Data Subject;

6.2.2 where applicable, providing such assistance as is reasonably requested by the Data Controller to enable the Data Controller to comply with the relevant request within the timescales prescribed by Data Protection Laws; and

6.2.3 implementing any additional technical and organisational measures as may be reasonably required by the Data Controller to allow the Data Controller to respond effectively to relevant complaints, communications or requests.

7. Personal Data Breach Management

- 7.1 In the case of a Personal Data breach, the Data Processor shall, without undue delay and in any event within 24 hours, notify the Personal Data breach to the Data Controller providing the Data Controller with sufficient information which allows the Data Controller to meet any obligations to report a Personal Data breach under Data Protection Laws. Such notification shall as a minimum:
- 7.1.1 describe the nature of the Personal Data breach, the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned;
 - 7.1.2 communicate the name and contact details of the Data Processor's data protection officer or other relevant contact from whom more information may be obtained;
 - 7.1.3 describe the likely consequences of the Personal Data breach; and
 - 7.1.4 describe the measures taken or proposed to be taken to address the data breach, including, where appropriate, measures to mitigate its possible adverse effects.
- 7.2 The Data Processor shall fully co-operate with the Data Controller and take such reasonable steps as are directed by the Data Controller to assist in the investigation, mitigation and remediation of each Personal Data breach, in order to enable the Data Controller to:
- (i) perform a thorough investigation into the Personal Data breach; and
 - (ii) formulate a correct response and to take suitable further steps in respect of the Personal Data breach in order to meet any requirement under Data Protection Laws.
- 7.3 The parties agree to coordinate and cooperate in good faith on developing the content of any related public statements or any required notices for the affected persons. The Data Processor shall not inform any third party without first obtaining the Data Controller's prior written consent, unless notification is required by law to which the Data Processor is subject, in which case the Data Processor shall, to the extent permitted by such law, inform the Data Controller of that legal requirement, provide a copy of the proposed notification and

consider any comments made by the Data Controller before notifying the Personal Data breach.

8. Data Protection Impact Assessments and Consultation

The Data Processor shall, at the Data Controller's request, provide reasonable assistance to the Data Controller with any Data Protection Impact Assessments and any consultations with any Supervisory Authority of the Data Controller as may be required in relation to the processing of Personal Data by the Data Processor on behalf of the Data Controller.

9. Deletion or Return of Data Controller Personal Data

The Data Processor shall promptly and in any event within 90 (ninety) calendar days of the earlier of:

- (i) cessation of processing of Personal Data by the Data Processor; or
- (ii) termination of the Main Agreement,

at the choice of the Data Controller either return all Personal Data to the Data Controller or securely dispose of Personal Data (and thereafter promptly delete all existing copies of it), except to the extent that any applicable law requires the Data Processor to store such Personal Data.

10. Audit Rights

10.1 The Data Processor shall make available to the Data Controller on request all information necessary to demonstrate compliance with this Addendum and Data Protection Laws and allow for and contribute to audits, including inspections by the Data Controller or another auditor mandated by the Data Controller of any premises where the processing of Personal Data takes place.

10.2 The Data Processor shall permit the Data Controller or another auditor mandated by the Data Controller during normal working hours and on reasonable prior notice to inspect, audit and copy any relevant records, processes and systems in order that the Data Controller may satisfy itself that the provisions of Data Protection Laws and this Addendum are being complied with.

10.3 The Data Processor shall provide full co-operation to the Data Controller in respect of any such audit and shall at the request of the Data Controller, provide the Data Controller with evidence of compliance with its obligations under this Addendum and Data Protection Laws.

11. International Transfers of Data Controller Personal Data

The Data Processor shall not (permanently or temporarily) process the Personal Data nor permit any Authorised Sub-Processor to (permanently or temporarily) process the Personal Data in a country outside of the UK without an adequate level of protection or other appropriate safeguard for international transfers as provided for in Data Protection Laws, other than in respect of those recipients in such countries listed in Schedule 3 (*Authorised Transfers of Personal Data*), unless authorised in writing by the Data Controller in advance.

12. Miscellaneous

12.1 Any obligation imposed on the Data Processor under this Addendum in relation to the processing of Personal Data shall survive any termination or expiration of the Main Agreement.

12.2 With regard to the subject matter of this Addendum, in the event of any conflict or inconsistency between any provision of the Main Agreement and any provision of this Addendum, the provision of this Addendum shall prevail. In the event of any conflict or inconsistency between the Main Agreement or this Addendum and an International Data Transfer Agreement or an International Data Transfer Addendum and the Standard Contractual Clauses, the latter shall prevail.

13. Signatories

This Agreement is signed on behalf of each of the parties by its duly authorised representative as follows:-

Data Controller

SIGNATURE

NAME

POSITION

DATE

Data Processor

SIGNATURE

NAME

POSITION

DATE

SCHEDULE 1: Details of Processing of Personal Data

This Schedule 1 includes certain details of the processing of Personal Data as required by Article 28(3) of the UK GDPR.

Subject matter and duration of the processing of Personal Data

Information required by the Contractor (processor) to enable maintenance services to be carried out at the Data Subject's address, on behalf of the Association. For the duration of the contract/agreement between the Association and Processor.
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The nature and purpose of the processing of Personal Data
To facilitate and arrange access with the Data Subject to carry out services where requested and respond to complaints when required.
The types of Personal Data to be processed
Tenant: Name, address, telephone or email contact details, language barriers, health or other support issues, only where these would impinge on access arrangements. Staff: Name, role and contact details.
The categories of Data Subject to whom the Personal Data relates
Tenants, factored owners or their representatives (only where such representatives have been identified and authorised by the Data Subject, e.g. Quarriers Support office staff.)

SCHEDULE 2: Authorised Sub-Processors

SCHEDULE 3: Authorised transfers of Data Controller Personal Data