



Contract Specification

Provision of Fire Equipment Servicing,
Repairs and Maintenance

LCPS1020/NA

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1. Introduction

1.1. Preamble

- 1.1.1. This document has been prepared to support and inform Linc-Cymru Housing Association Limited's ('Linc') consultation in accordance with the requirements of section 20 of the Landlord & Tenant Act 1985 as amended.
- 1.1.2. The document is not part of a formal Invitation to Tender although the requirements of the contract and specification as set out within this document will be formally tendered by Linc in the future.

1.2. Layout of Specification

- 1.2.1. The contract specification is laid out in this document in the same way as it will be set out in any future Invitation to Tender. The table at 1.2.3 provides a summary of the content of each section.
- 1.2.2. Linc proposes to split the contract into two parts formally known as 'Lots'. These two lots will be evaluated and awarded separately in the procurement process meaning we could have two (2) different organisations appointed one for each Lot.
- 1.2.3. Section Summary

Document Section	Content
Section 2	General background and introductory information about the contract.
Section 3	General specification that applies to both lots of the contract equally.
Section 4	The additional specification for Lot 1 that includes servicing, maintenance, and repair of all fire safety equipment except fire extinguishers.
Section 5	The additional specification for Lot 2 that includes the servicing, maintenance, and repair of fire extinguishers.

2. Background and Preamble

2.1. Introduction

- 2.1.1. Linc was established in 1977 and is a Registered Social Landlord ('RSL') and Care Provider.
- 2.1.2. Linc operates across the following ten (10) Local Authority Areas in South Wales.
- Blaenau Gwent County Borough
 - Bridgend County Borough
 - Caerphilly County Borough
 - City and County of Cardiff
 - Neath Port Talbot County Borough
 - City and County of Newport
 - Powys County Borough
 - Rhondda Cynon Taff County Borough
 - City and County of Swansea
 - Torfaen County Borough
- 2.1.3. Linc provides approximately 3,500 affordable rented homes in its area of operation, along with approximately 1,100 sheltered, extra care and care home places for approximately 9,800 tenants in total.
- 2.1.4. It should be noted that 2.1.2 and 2.1.3 represent Linc's current operations. However, Linc does not limit the scope of this contract to South Wales or the Local Authority areas listed in 2.1.2. At any time during the contract duration new properties or sites that are located anywhere in Wales could be added into the scope.

2.2. The Requirement

2.2.1. Fire Safety Equipment

- 2.2.1.1. There is a range of fire extinguishers, fire safety equipment and systems installed across Linc's properties. Linc has a duty of care in respect of tenants living within its properties and also statutory obligations to ensure these systems are well maintained and in good safe working order.
- 2.2.1.2. Linc has as requirement for a suitably skilled, accredited and qualified Contractor to provide testing, servicing, repairs and maintenance services and works in relation to the range of fire safety equipment and fire extinguishers installed in order to discharge its duty of care and statutory obligations.

2.3. The Contract

- 2.3.1. In order to meet its requirements, Linc intends to let a term contract consisting of two (2) lots. The lots are set out in the table below.

Lot	Lot Description
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1	Servicing, Repair and Maintenance of Fire Safety Equipment excluding Fire Extinguishers
2	Servicing, Repair, Maintenance and Replacement of Fire Extinguishers

2.4. Contract Duration

- 2.4.1. The initial term contract term shall be three (3) years with the option to extend by up to two (2) further periods of up to twelve (12) months each.

2.5. Contract Value

- 2.5.1. The anticipated total value of the contract over both lots for the full five (5) year duration is £450,000.00 excluding VAT. For the avoidance of doubt, this is an indicative estimate only and in no way guaranteed by Linc.

2.6. Appointment

- 2.6.1. Linc intends to appoint one (1) Tendering Organisation (the 'Contractor') to each Lot of the contract.

3. General Specification – All Lots

3.1. Preamble

- 3.1.1. This General Specification must be read in conjunction with the relevant Lot Specific Specification as set out in the table below.

Lot	Specification
1	Section 3 – General Specification – All Lots Section 4 – Lot 1 – Fire Safety Equipment Testing, Servicing, Repair and Maintenance Specification
2	Section 3 – General Specification – All Lots Section 5 – Lot 2 – Servicing, Repair, Maintenance and Replacement of Fire Extinguishers Specification

3.2. Contractor's Obligations

- 3.2.1. The Contractor shall with due diligence and in a good and workmanlike manner carry out and complete the services and works in accordance with the contract scope using materials and workmanship of the quality and standards specified.
- 3.2.2. All work must be in accordance with and comply with relevant legislation, British Standards, industry codes of practice and manufacturer's instructions. Where there is reference in the Specification to a British Standard, it shall be construed as a reference to the most recently published version of that standard in its entirety unless specifically stated otherwise.
- 3.2.3. For the avoidance of doubt works will be required to be carried out in occupied and unoccupied properties and the Contractor is required to allow for such in their pricing.

3.3. Materials and Components

- 3.3.1. All materials and components shall comply with relevant British Standards, and legislation current at the time. Only new manufacturers' approved replacement parts or components shall be fitted when installing, servicing, maintaining or repairing any heating installation, appliance or heating system.
- 3.3.2. Notwithstanding 3.3.1 above wherever possible materials, replacement parts and or components shall be on a like for like basis.

3.4. Services and Works Guarantee

- 3.4.1. All services and works must have a twelve (12) month defects liability warranty and under this defects liability warranty any defects howsoever arising shall be rectified by the Contractor at their own expense.

3.5. Warranty Periods

- 3.5.1. The Contractor shall ensure in the performance of their services and works that Linc is able to benefit from the full existing or offered warranty period(s) provided by material and component manufacturers and resellers.
- 3.5.2. The services and works defects liability warranty stated in section 3.4 above shall not in any way affect or reduce the existing or offered material and component warranty provided manufacturers or resellers.

3.6. Contractor Code of Conduct

- 3.6.1. Linc's Contractor Code of Conduct and General Work Standards Pack can be found in Appendix 04. The Contractor must adhere to the requirements of both of these documents when delivering services and works under this Contract.

3.7. Damage to Property

- 3.7.1. If a Contractor causes any damage to property occupiers' belongings, they must be informed, and repair or replacement offered. Where Linc receives a claim for damage caused by a Contractor this will be referred directly to the Contractor's insurers.

3.8. Site Rules

- 3.8.1. Materials, tools and machinery should not be stored in properties unless authorised by Linc and the property occupier has agreed. All escape routes, including staircases, access ways and fire exits will be kept clear and safe at all times.
- 3.8.2. Parking of Contractor vehicles should be undertaken in a considerate manner and should not cause blockages for emergency vehicles, be parked on grassed areas or cause a danger to pedestrians or other road users. Damage caused by parking or compounds shall be reinstated at the Contractor's expense.
- 3.8.3. The Contractor shall work in such a way as to maintain at all times as far as is reasonably practical during the works the existing utility services (including water, gas supplies, electric supplies, drainage and other services) and take all necessary steps to protect and prevent damage to them. Where disruption to services is necessary, it shall be limited to periods when the work is actually being carried out. The Contractor will be expected to arrange their work or provide temporary connections so as not to prevent Customers' normal living routines.
- 3.8.4. On completion or at the end of each working day as relevant the property or site should be left clean and tidy and free from all rubbish arising from the work. All waste shall be disposed of in a proper manner. All services shall have been tested and left in full working order. Under no circumstances will dwellings be left without such utility services.

3.9. Services and Works Completion

- 3.9.1. At the completion of services and works at a property or site, the property or site should be left clean and tidy and free from all rubbish arising from the services and works. All waste shall be disposed of in a proper manner including compliance with relevant legislation. All mains services shall have been tested and left in full working order and where required relevant certificates provided to Linc within the required timescales 4.7 and 5.6.

3.10. Inclement Weather Requirements

- 3.10.1. The Contractor must be able to provide all the works and services set out in this contract scope and subsequent lot specific contract scopes during periods of inclement weather. As such they must ensure they have access to appropriate equipment and vehicles to maintain full provision of services and works.

3.11. SARS-COV-2 Pandemic Requirements

- 3.11.1. Linc recognises that the SARS-COV-2 pandemic is an emerging matter and will therefore work with the Contractor as necessary to agree the most appropriate level of service to be provided at any given time.
- 3.11.2. However, to the extent permitted by law, the Contractor must, if so directed by the Contract Manager, be able to provide all the works and services set out in this contract scope and subsequent lot specific contract scopes during the SARS-COV-2 pandemic or any subsequent pandemics. As such they must ensure they have access to appropriate personal protective equipment and have implemented appropriate safe systems of work as well as established their organisation and employees' or subcontractors' status in providing a critical service.
- 3.11.3. The Contractor is at all times required to ensure they comply with the relevant laws as applied in Wales in relation to social distancing and completing activities within Customer's properties. As such the Contractor shall ensure when arranging to attend a property, that they reduce the risks of spreading SARS-COV-2 or any subsequent contagion.
- 3.11.4. The Contractor must therefore confirm, as necessary and relevant to the work they are undertaking, whether the Customer(s) residing at a property are:
- subject to any mandatory or voluntary self-isolation requirements,
 - experiencing any officially recognised symptoms of infection by the relevant contagion,
 - awaiting testing by recognised health professional or service or
 - awaiting the results of a test conducted by a recognised health professional or service.

- 3.11.5. In cases where any of the circumstances outlined in 3.11.4 apply, the Contractor shall undertake the services or works in accordance with official public health guidance current at the time of attendance at the property. Where the Contract is prohibited by law from completing the services or works, they shall delay attending until such time as it is legally safe and permitted to do so. Where this may result in a works or services classified as an emergency not being completed the Contractor should contact the Contract Manager to discuss the matter and agree a suitable solution. For the avoidance of doubt, the Contractor is only able to delay delivery of services and or works in circumstances where they are prohibited to undertake them by law current at the time of attendance or scheduled attendance at the property or site. Failure or delays by the Contractor to implement the correct safe systems of work or obtain appropriate personal protective equipment shall not constitute reasonable grounds for delaying the delivery of services or works.

3.12. Communication

- 3.12.1. Unless otherwise stated, the main point of contact in Linc, in relation to all aspects of this contract is the Contract Manager.
- 3.12.2. It is expected that the Contractor will maintain good lines of communication with the Contract Manager working in partnership with Linc to deliver an effective, efficient and timely service to Customers.
- 3.12.3. The Contractor is expected to advise of matters which could impact the delivery of the services and works under the contract including such this as problems or potential problems encountered, external influences and Customer or property occupied issues.
- 3.12.4. For the avoidance of doubt this expectation is in no way contrary or intended to supersede any requirements for notification and communication specified in terms and conditions of contract.
- 3.12.5. Written communications between Linc and the Contractor shall take the form of email and this shall constitute the communication system per clause [to be added] of the Terms and Conditions of contract.

3.13. Legislation, Regulations, and Guidance

- 3.13.1. All services and work under this contract must be carried out in accordance with all current and any future legislation, regulations or industry guidance as may be brought into force or issued from time to time.
- 3.13.2. Such legislation, regulations and guidance includes, but is not limited to the following:
- Health and Safety at Work etc Act 1974 as amended.
 - The Management of Health and Safety at Work Regulations 1999 (as amended).
 - Control of Asbestos Regulations 2012 as amended ('CAR 2012').

- Confined Spaces Regulations 1997 as amended ('CSR 1997').
- Construction (Design and Management) Regulations 2015 ('CDM 2015').
- All current Building Regulations and amendments or supplemental provisions.
- The Workplace (Health, Safety and Welfare) Regulations 1992 as amended.
- The Provision and Use of Work Equipment Regulations 1992 as amended.
- The Manual handling Operations 1992 as amended
- The Control of Substances Harmful to Health Regulations 2002 as amended.
- L8 Legionella Approved Code of Practice 2013 as amended.
- Current I.E.E. wiring regulations 18th Edition BS 7671-200.
- Local Water Byelaws.
- The Environmental Protection Act 1990 (including the Duty of Care Regulations) as amended.
- The Controlled Waste Regulations 2012 as amended.
- The Hazardous Waste Directive 2011 as amended.
- The Work at Height Regulations 2005 as amended.
- Provision and Use of Work Equipment Regulations 1998 as amended (PUWER).
- Lifting Operations and Lifting Equipment Regulations 1998 as amended (LOLER).
- Data Protection Act 2018 (DPA).
- Regulation (EU) 2016/679 - General Data Protection Regulation (GDPR).
- Privacy and Electronic Communications (EC Directive) Regulations 2003.
- Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000.
- Regulatory Reform (Fire Safety) Order 2005.
- Housing Act 1988 as amended, 1996 as amended and 2004 as amended (all as applicable to Wales).
- Fire Safety of Purpose Built Blocks of Flats.
- LACoRS Housing Fire Safety Guide 2008.
- Health and Safety Executive Guide HSG168.
- Legislation and Regulations relating to SARS-COV-2 or other contagions as are in force from time to time.
- All relevant British Standards as amended from time to time including but not limited to BS5839, BS5266, BS7346, BS9251, BS999, BS5588, BS5306 and EN12101.

3.14. Sub-contracting

- 3.14.1. The Contractor is not permitted to subcontract any element of services or works under this contract except for work and services related to Siemens

Fire Safety equipment. All sub-contracting in respect of Siemens Fire Safety equipment shall be by one (1) level only.

3.15. Provision of Equipment and Materials

- 3.15.1. The Contractor is required to provide all tools, equipment, plant and materials required for provision of the Service Package and Additional Items. The cost of providing all tools, equipment, plant and materials shall be included within the rates tendered and subsequently charged to Linc.

3.16. Times of Work

- 3.16.1. The normal hours of work ('Normal Working Hours') under this contract are considered to be from 08:00 to 18:00 Monday to Friday excluding public holidays in Wales.
- 3.16.2. All works outside of Normal Working Hours, except those legitimately required to restore Fire Safety Equipment to the minimum level of serviceability or working condition for safety critical fire protection as required by law, must be expressly authorised in advance by Linc.
- 3.16.3. Except those works permitted without prior authorisation as set out in 3.16.2, under no circumstances will Linc pay for work undertaken outside of Normal Working Hours without evidence of express permission being granted by Linc.

3.17. Safeguarding

3.17.1. Responsibilities

- 3.17.1.1. The Contractor is required to perform their obligations under this contract in full accordance with Linc's *Report a Concern* initiative ('**Report a Concern**'). Report a Concern encourages staff and contractors to identify when they have concerns over an individual's wellbeing and provides a process with a clear simplified route to raise any concerns. Everyone, including staff and contractors, have a responsibility to bring these matters to Linc's immediate attention. This includes concerns relating to both children and adults. A decision will then be made via Linc's safeguarding team whether internal action is required or if a referral to external safeguarding agencies is needed. Where there is an immediate risk, the Contractor must contact emergency services.
- 3.17.1.2. The objective of this procedure is to ensure that all concerns are reported. This will allow Linc to identify and address any concerns at the earliest opportunity and where necessary pass information to safeguarding agencies. Linc will record this information and provide feedback following referrals.
- 3.17.1.3. The Contractor is required to raise all concerns via reportaconcern@linc-cymru.co.uk or by calling 0800 072 0966. A summary of the Report a Concern process is set out in Appendix 05.

3.17.1.4. The Contactor is required to adhere to Linc's Safeguarding Policy as set out in Appendix 05.

3.17.2. Unaccompanied Children

3.17.2.1. Under no circumstances should the Contractor enter or provide services or works in a property where there is an unaccompanied child.

3.17.2.2. If a Contractor is not able to gain access to a property in order to complete the required services or works because an unaccompanied child is present or for any other reason the relevant No Access Procedure must be followed.

3.17.3. Contact with Vulnerable Persons

3.17.3.1. Due to the nature of the Contract, Contractor's operatives may come into contact with Vulnerable Persons (adults and children) during the course of completing works. The Contractor is required to at all times adhere to the *erosh Sensitive Contractor Guide*. The *erosh Sensitive Contract Guide* can be found in Appendix 06.

3.17.4. Operative Suitability For Working Environment

3.17.4.1. The Contractor is responsible for ensuring operatives and sub-contractors operatives are suitable to perform activities under this contract in environments where there are Vulnerable Persons resident. This assessment of suitability shall include the appropriate level of DBS check in accordance with current legislation and eligibility criteria.

3.17.4.2. The Contractor shall not permit any operative whether directly employed or employed via a sub-contractor to perform services and works under this contract if they have not assessed and verified their suitability.

3.17.5. General Safeguarding Training

3.17.5.1. The Contractor's operatives that will work on this contract are required prior to commencement service delivery to attend safeguarding and dementia awareness training provided free of charge by Linc.

3.17.5.2. In addition, throughout the duration of the contract Linc may require the Contractor and their operatives delivering services under this contract to participate in other safeguarding and related training in relation to working with vulnerable and elderly Customers.

3.18. Operative Identification Requirements

3.18.1. For all works and services delivered under this contract the Contractor's operatives are required to carry a photographic identification card at all times and present it to the Customer or site manager on arrival at a property or site to carry out the work and to present it on request to the Contract Manager or their nominated deputies. The photographic identification card is to include as a minimum the following:

- Operative's full name and photograph.

- Name of the company for whom they work and Contractor company name if different.
- Telephone number (charged at national geographic call rate or less) that a Customer or site manager can use to verify the operative's identity.

3.19. Construction (Design and Management) Regulations 2015

- 3.19.1. The requirements of CDM 2015 may apply to all Lots within this contract and accordingly the services and works performed under this Contract may be notifiable as a project in accordance with CDM 2015. As such where required notification shall be made by Linc with support from the Contractor as requested.
- 3.19.2. For the purposes of CDM 2015 and in accordance with the provisions set out therein, where subcontracting is permitted and undertaken under each lot of this contract, the Principal Contractor is considered to be the Contractor and the Principal Designer is considered to be Linc.

3.20. Asbestos

- 3.20.1. All Contractor's staff and or their sub-contractors' staff intended to work under the contract in respect of ALL Lots must have undertaken Non-Licensable Asbestos work training accredited by one of the following bodies UKATA, IATP, BOHS, ASHEeLA or equivalent, which is updated annually.
- 3.20.2. The Contractor will be able to access all available asbestos information for the properties included in this contract as set out in 4.5. This information will identify the scope of any known Asbestos Containing Materials (ACMs) within a property. However, it is anticipated that the majority of works and services to be provided by the Contractor will not include any asbestos works.
- 3.20.3. Due to the age and construction of the Linc's Housing stock it could be the case that in the course of undertaking works or services in a property the Contractor may discover suspected ACMs that have not been previously identified in a survey and set out in the information provided by Linc to the Contractor.
- 3.20.4. In all circumstances where there is no asbestos information is available and the works and services are limited in scope in the respect of possible ACMs and disturbance to the fabric of the building is minimal, the Contractor must perform the works and services assuming the presence of Asbestos. Therefore, they must perform the works and services in accordance with the CAR 2012, other relevant legislation, limitations of their Operatives Non-Licensed Asbestos Works training and the Linc's Asbestos Management Plan (Appendix 07).

- 3.20.5. In circumstances where an asbestos survey is available, and the Contractor discovers a previously unidentified suspected ACM the Contractor must stop work and notify the Service Manager or their authorised deputies. Prior to work re-commencing, Linc will arrange a further assessment of the matter and issue relevant instructions as necessary.

3.21. Complaints

- 3.21.1. The Contractor is required to acknowledge in writing receipt of complaints from Linc within one (1) working day and action within the timescales requested by or agreed with the Contract Manager.
- 3.21.2. Where the Contractor receives a complaint directly from a Customer, they must acknowledge receipt of the complaint within one (1) working day of receipt and notify the Contract Manager of the complaint. The Contractor must work to resolve and respond to the complaint within the timescales requested by or agreed with the Service Manager.
- 3.21.3. The timescale for resolution and responding to the complaint as per 3.21.1 and 3.21.2 shall in all circumstances be no longer than seven (7) calendar days. Shorter timescales may be requested by or agreed with the Contract Manager as appropriate to the nature of the complaint.

3.22. Insurance

- 3.22.1. The Contractor must have in place a minimum of £10,000,000 (ten million pounds sterling) Public Liability and Employers Liability insurance cover for the duration of the contract and maintain the cover for six (6) years after the end of contract.
- 3.22.2. In the respect of Consortia if it is proposed that a partnership or consortium or other grouping of more than one legal entity in order to deliver the Contract is formed and consortium members will all contract in their own right with the Linc, each of them must have in place the required levels of insurance cover. However, if it is intended that the consortium forms a single legal entity prior to the award of the contract then the single legal entity that is formed must have in place its own policies for the required levels of insurance cover.
- 3.22.3. In the event that a Customer(s) make a claim to the Linc for loss, damage or injury arising from the alleged negligence of the Contractor or its sub-contractors, Linc reserves the right to liaise directly with the Contractor's relevant insurance company to notify them of the claim. The Contractor gives authority to Linc to obtain information on the status of any claim referred by them.

3.23. Contract Management

- 3.23.1. The Fire Safety Officer shall be Linc's nominated contract manager ('Contract Manager') for this Contract and act as the main point of contact for all operational and contract management queries.

- 3.23.2. This Contract shall be managed in a collaborative fashion with Linc and the Contractor working together to achieve the desired outcomes and in full accordance with the Terms and Conditions of Contract.
- 3.23.3. In line with this intention the Contractor will be expected to attend regular contract review meetings free of charge at the reasonable request of Linc.
- 3.23.4. Such meetings will normally be held on a monthly basis (potentially weekly during the contract mobilisation period and initial months of service delivery) or as otherwise agreed in Linc's Offices or via MS Teams as appropriate. The purpose of these meetings will be to facilitate communication, share information, undertake reviews of the activities undertaken and monitor performance. The Contractor must ensure that relevant personnel attend meetings.
- 3.23.5. Contractor may make requests for such meetings to take place as described above.

3.24. Contract Mobilisation Period

- 3.24.1. Linc intends for there to be a contract mobilisation period anticipated to commence on ## xMonthx 2022 and end on ## xMonthx 2022. This period is to allow for the contractors to make the necessary preparations in order that they can commence works with immediate effect from the service commencement date of ## xMonthx 2022.
- 3.24.2. During the Contract Mobilisation period it is anticipated that the Contractors will participate in various meetings with Linc and assist with the testing and implementation of relevant processes and procedures related to the operation of the contract at the reasonable request of Linc.
- 3.24.3. Any and all costs associated with the Contract Mobilisation period and associated activities should be included within the submitted tender sums.

3.25. Contract End and Termination

- 3.25.1. The Contractor is expected and required to act in good faith and continue to provide all the requested and required works and services to the required service and performance levels in accordance with the full contract scope until the specified contract end date.
- 3.25.2. Moreover, Linc may request the Contractor's support in collating details and information regarding works and services delivery to support the review and preparation of future contractual arrangements. The Contractor is required to provide any details and information as may reasonably requested by Linc within the agreed timescales.

4. Lot 1 – Fire Safety Equipment Testing, Servicing, Repair and Maintenance Specification

4.1. Preamble

- 4.1.1. This Lot (Lot 1) of the Contract covers all identified fire safety equipment and installations (**'Fire Safety Equipment'**) except for fire extinguishers (**'Fire Extinguishers'**) which are covered within Lot 2 (see section 5 below).
- 4.1.2. The Contractor is required to provide a service package (the **'Service Package'**) for the testing and servicing including any mandatory or manufacturer recommended activities for the range of Fire Safety Equipment at each site within the scope of the contract.
- 4.1.3. The Service Package is to be provided in those properties set out as per 4.2 below.
- 4.1.4. In addition to the Service Package the Contractor is required to provide at a separate charge the following other services and works (**'Other Works'**) on the request of Linc or as necessary to maintain the safe and legal serviceability and functioning of the Fire Safety Equipment:
- The responsive maintenance and repair of Fire Safety Equipment at the request of Linc including emergency response and out of hours response.
 - The repair of Malicious and Accidental Damage.
 - Fire Safety Equipment upgrades and new installations.
- 4.1.5. For the avoidance of doubt 'accidental damage' refers to damage caused by Customers or others and does not refer to any damage arising from the works and services provided by the Contractor under this contract.
- 4.1.6. Limitation of Scope
- 4.1.7. The requirements of this Lot of the contract shall not include Fire Extinguishers.

4.2. Contract Scope

- 4.2.1. Appendix 08 sets out details of the properties and sites (**'Sites'**) included within the contract and lists by Site:
- The specific types of Fire Safety Equipment installed that is included within this Contract.
 - The required servicing timetable and frequency for each element of Fire Safety Equipment (**'Servicing Schedule'**).
 - Linc Representative contact details for manned sites and access codes for unmanned sites (provided during contract mobilisation).
- 4.2.2. It is anticipated that the number of Sites for which the Service Package is required may change throughout the duration of the contract as a result of property acquisitions, construction and or property disposals.

- 4.2.3. The types and quantities of Fire Safety Equipment installed may also be subject to change throughout the contract duration as a result of Linc's investment in its property stock.
- 4.2.4. The Contract Manager will communicate changes to the Sites and or Fire Safety Equipment installed in writing as relevant. Where changes are made whether addition or removal of Sites or Fire Safe Equipment, prior to inclusion or removal, the Contractor will be required to provide updated rates for provision of the Service Package in relation to the affected Site or Site(s). As appropriate the updated rates shall be benchmarked by Linc against the Contractor's existing rates for other Sites within the contract.

4.3. Service Package

- 4.3.1. Under this contract Linc requires the Contractor to provide the Service Package per Site (refer to Appendix 08). All the identified fire safety equipment located at a site is to be included within the Service Package provided for that site.
- 4.3.2. For the avoidance of doubt, any frequencies and volumes stated in this section (section 4.3) are for information and explanatory purposes. The precise timetabling and frequency requirements are set out in Appendix 08. Moreover, relevant regulations and manufacturers recommendations as may be updated or amended, relevant professional competent authority's recommendations or instructions would take precedence over the frequencies and volumes stated below.
- 4.3.3. All Inclusive
 - 4.3.3.1. The Service Package is to be all inclusive in each and every respect of the requirements of the services and works identified as within its scope. Therefore, the rates tendered must be inclusive of all costs relating to provision of the Service Package in accordance with the specification in its entirety.
 - 4.3.3.2. The inclusion of works or services as Other Works in no way modifies or reduces the services and works requirements included within the Service Package.
- 4.3.4. Fire Alarms
 - 4.3.4.1. Fire Alarms are to be maintained, tested and serviced in accordance with BS5839 and manufacturers' instructions.
 - 4.3.4.2. Contractors should note that the Barrack Lane sites are combined with the flats above, but each has a fire panel.
- 4.3.5. Emergency lighting
 - 4.3.5.1. Emergency Lighting is to be maintained, tested and serviced in accordance with BS5266 and manufacturers' instructions. In addition, Linc requires an

additional one (1) hour test on a six (6) monthly basis in line with best practice.

4.3.6. Automatic Opening Vents

4.3.6.1. Automatic Opening Vents (AOVs) are to be maintained, tested and serviced in accordance with BS7346, BS5588 and EN12101 and manufacturers' instructions. This involves an annual service.

4.3.7. Sprinklers

4.3.7.1. Sprinkler systems are to be maintained, tested and serviced in accordance with BS9251 and manufacturers' instructions.

4.3.8. Ansul Suppression System

4.3.8.1. Ansul Suppression systems are to be maintained, tested and serviced in accordance British Standards. This is to include a six (6) monthly service with an overhaul of the system when it reaches ten (10) years old.

4.3.9. Dry Risers

4.3.9.1. Dry Risers to be maintained, tested and serviced in accordance with BS999. This is to include a six (6) monthly visual service and an annual wet test service.

4.3.10. Fire Dampers (BS5588) (3 properties in which we are aware of)

4.3.10.1. Fire Dampers to be maintained, tested and serviced in accordance with BS5588. As stated in the regulations current at the time of publishing Fire Dampers are to be tested after the first year's worth of service and then tested every four (4) years.

4.4. **Technology and Data Sharing Requirements**

4.4.1. The technology and data sharing requirements of this contract are set out in the table below.

Contractor Systems and Software Requirements	<ul style="list-style-type: none"> Contractor to have the capability to access Linc internal or web-based systems. Contractors' or their subcontractors' operatives to have internet enabled mobile devices onto which Linc systems can be accessed.
Contractor Data Sharing Requirements	<ul style="list-style-type: none"> Contractor to issue via email or to specified cloud location as required by Linc a monthly schedule of appointments for servicing and maintenance in CSV file format (sent by first Friday of month). Contractor to issue via email or to specified cloud location as required by Linc in PDF file format a job completion form after each and every visit to a site. Submission periods stipulated in paragraph section 4.7.

4.5. Provision of Customer and Property Information

- 4.5.1. Linc will provide the Contractor with information about Properties through read only access to its various systems where this information is held. It will be for the Contractor to access these systems to review entries in line with their performance of the services and works under this contract.
- 4.5.2. The table below details system and access requirements for each element of information. In accordance with 4.4 the Contractor will require a standard web browser and internet enabled mobile devices for operatives in order to access Linc's systems.

Information	System and Access Requirements
Asbestos Information	<p>Read only access to a portal provided by MSS Environmental. This is a web browser based system and the Contractor will require the latest version of any standard web browser to access the system. There is also a mobile device application available as well which will enable operatives to access asbestos data from site.</p> <p>It is anticipated that during the course of the contract, the asbestos information will be transferred to Linc's systems.</p>

4.6. Inbound Contact Centre Service

- 4.6.1. The Contractor shall operate a twenty-four (24) hour, seven (7) days a week inbound contact centre service to receive reports of Fire Safety Equipment breakdowns, faults and issues ('Repair Requests') from authorised Linc representatives. The contact centre shall as a minimum be able to accept Repair Requests via telephone twenty-four (24) hours a day, seven (7) days a week and via email during Normal Working Hours.
- 4.6.2. While the Contractor is to have provision for the inbound contact centre service twenty-four (24) hours a day, seven (7) days a week, it is anticipated that the majority of Repair Requests will be received during Normal Working Hours.
- 4.6.3. The Contractor shall operate the inbound customer contact centre service such that they respond to incoming communications in accordance with the timescale set out in the table below.

Communication Method	Response Time
Telephone Call	<p>Average Time to Answer Calls: < 40s</p> <p>Average Call Abandonment Rate: 5%</p>
Email	Average time to respond to email: by the end of the next working day, except for Priority Code A and B Repair Requests

	(refer to 4.10.2) which shall receive a response within two (2) hours from time of sending.
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- 4.6.4. Where alternative means of communication are offered by the Contractor, Linc and the Contractor shall agree a proportionate response time.

4.7. Works and Services Completion Documentation

- 4.7.1. The specific email addresses and or cloud file storage location to be used for sending of works and services completion documentation will be confirmed during the contract mobilisation period.

4.7.2. Job Completion Form

- 4.7.2.1. The Contractor is required to issue to Linc within five (5) working days of each and every visit to a site a Job Completion Form in PDF file format.

- 4.7.2.2. The Contractor shall be free to use their own Job Completion Form but as relevant to the nature and purpose of the visit and work carried out on a site the Job Completion Form must include the following detail as a minimum:

- Name of operative(s) in attendance.
- Date of attendance at site.
- Time of attendance and time of departure from site.
- The zone, devices or elements that have been serviced, maintained or repaired during the visit.
- Succinct explanatory details of the service, maintenance or repair undertaken to each zone, device, or element.
- Confirmation of whether a further visit to site is required to complete the required or identified services or works.
- Details of any safety concerns, issues or other matters considered pertinent to the nature of the service and works of which Linc should be notified.

4.7.3. Other Documentation

- 4.7.3.1. The Contractor is required to issue to Linc within five (5) working days of each and every visit to a site any other certificates, documentation and or paperwork that is required in accordance with the requirements of this specification. Such documentation should be saved in an appropriate file format such as PDF and the file name clearly identify the property or site and content of the file.

4.8. Service Package Delivery

- 4.8.1. Linc has prepared the Servicing Schedule (Appendix 08) detailing the frequency and dates for Fire Safety Equipment servicing at each Site. Linc will issue amendments to the Servicing Schedule on a periodic basis via email as is necessary,

4.8.2. The Contractor is required to complete all Fire Safety Equipment servicing requirements detailed in the Servicing Schedule within five (5) working days of the date of expiry of the previous test or inspection, except that all servicing and maintenance requirements must be completed within the month specified in the Servicing Schedule. The only exception will be for instances of No Access to a property in accordance with the process and procedures below at 4.14.

4.8.3. Appointments

4.8.3.1. The Contractor is required to arrange an appointment with the identified Linc representative for each manned property or site to gain access and complete the required Fire Safety Equipment Servicing by the required deadline. The appointment is to be made giving the Linc representative no less than two (2) calendar weeks' notice of the appointment. For unmanned sites, the Contractor must record an appointment for visiting the site and include this in the monthly schedule of appointments issued to Linc.

4.8.3.2. The Contractor shall arrange the appointments with Linc representatives by telephone or email as relevant to the contact details provided.

4.8.3.3. Where the Contractor seeks to make the appointment by phone, if the calls made are unanswered, they shall leave a voicemail if the facility is available and follow up via email.

4.8.3.4. In circumstances where the Contractor is unable to contact the relevant Linc representative or does not receive a response within a reasonable timescale, they shall promptly notify the Contract Manager. The Contract Manager will either provide contact details for an alternative Linc representative or advise further.

4.8.3.5. The Contractor shall offer the appointment slots set out in the table below in accordance with the Times and Days of work for this Contract.

Appointment	Days	Time Slot
AM Appointment	Monday – Friday	08:00 – 13:00 Hours
PM Appointment	Monday – Friday	13:00 – 18:00 Hours

4.8.3.6. The Contractor shall attempt to make all appointments allowing sufficient time for the full appointment to be completed with additional contingency time to allow for any unexpected delays prior to the servicing deadline.

4.8.3.7. The Contractor is required to confirm, by email or SMS as agreed with the relevant Linc representative, the date and time of the appointment that has been arranged as soon as the appointment is confirmed. In addition, the communication shall also include contact details including a telephone

number (charged at national geographic rate or less) and email to be used in the event the appointment needs rearranging.

4.8.3.8. The Contractor is required to issue a reminder by telephone, email or SMS to the Linc representative twenty-four (24) hours before the appointment, confirming the date and time of the appointment. In addition, the communication shall also include contact details including a telephone number (charged at national geographic rate or less) and email to be used in the event the appointment needs rearranging.

4.8.3.9. In circumstances where the Linc representative requests to rearrange the appointment, the Contractor shall offer them a suitable alternative appointment in accordance with the Linc representative's preference and the requirements of 4.8.3.5 and 4.8.3.6. The Contractor shall apply the requirements of 4.8.3.7 and 4.8.3.8 in all cases for rearranged appointments.

4.8.3.10. The Contractor is to include details of all appointments for each month in the monthly schedule of appointments issued to Linc.

4.8.4. Completion Process

4.8.4.1. In circumstances where a further visit to the site is required for whatever reason, the Contractor shall have the ability for the new appointment to be made and confirmed by the operative whilst on site.

4.8.4.2. On completion of the Fire Safety Equipment servicing for each and every property or site, the Contractor shall within five (5) working days send to Linc all relevant and appropriate certificates and documentation in accordance with section 4.7.

4.8.5. No Access

4.8.5.1. Where a Contractor is unable to gain access to a property, they shall follow the No Access procedures for this contract as set out below at 4.14.

4.9. Other Works: Responsive Maintenance and Repair

4.9.1. At the request of Linc, the Contractor will be required to attend a site and undertake any repairs or maintenance works ('Repair') required in order to restore the identified Fire Safety Equipment to full and safe operation in accordance with all relevant legislation and manufacturers' instructions.

4.9.2. The Contractor must be available to respond to and complete Repairs in accordance with this specification twenty-four (24) hours a day, seven (7) days a week.

4.9.3. The Contractor is to attempt to complete the Repair at the first visit to the property. If the contractor is unable to complete the repair during the first visit then they must inform the relevant Linc representative of their intended actions and make a suitable appointment to return to the property

to complete the Repair before leaving the property or site. All Repairs shall be completed by the end of the next working day except in accordance with 4.9.5 below. The need to re-visit sites must be managed in accordance with section 4.12 and 4.14.

4.9.4. The Contractor is expected to maintain a comprehensive van stock that will cover the most common Repairs to Fire Safety Equipment included in this contract. In addition, the Contractor is to have relevant procedures in place for their operatives to source non-stock items with the minimum of delay.

4.9.5. Delays In Completing the Repair

4.9.5.1. The Contractor is required to complete all repairs by the end of the next working day except where there is a delay in completing the repair due to difficulties in obtaining parts or due to the scope and scale of the work required being greater than can be completed by two (2) operatives working simultaneously.

4.9.5.2. The Contractor is to notify the Contract Manager via email where completion of the repair will extend beyond the end of the next working day from the date of request.

4.9.5.3. In addition, the Contractor must keep the relevant Linc representative, and Contract Manager fully informed of their actions and provide updates on the estimated completion timescale for the Repair.

4.9.5.4. Where there are delays in the completion of the Repair this must be managed in accordance with section 4.12 and 4.13.

4.9.6. Fire Safety Equipment Beyond Economic Repair

4.9.6.1. The Contractor must immediately inform the Contract Manager by email in circumstances where in their professional opinion the defective Fire Safety Equipment is beyond economic repair either due to the scale of repair works required or due to unavailability of the required parts. The requirements of 4.13 shall also apply and must be adhered to by the Contractor.

4.9.6.2. In their correspondence notifying Fire Safety Equipment beyond economic repair, the Contractor must set out clear reasons for their recommendation including as relevant the estimated costs of repair.

4.9.6.3. Where appropriate the Contract Manager will arrange for an inspection of the defective Fire Safety Equipment and give the recommendation due consideration. The Contract Manager will either accept the recommendation and make appropriate arrangements for replacement of the defective Fire Safety Equipment or request that the Contractor undertake the required repairs.

- 4.9.6.4. The Contract Manager will not make unreasonable demands of the Contractor in respect of such matters. However, the Contract Manager's decision in all such matters will be final. As such if requested the Contractor must complete the necessary repair(s) to the Fire Safety Equipment.
- 4.9.7. Other Properties
- 4.9.7.1. In circumstances where authorised Linc representatives issue a Repair Request in relation to a property or site not set out in Appendix 08 or otherwise notified by the Contract Manager as included within the scope of the Contract, the Contractor is none the less required to carry out the Repair and resolve the Repair Request in accordance with the requirements of this contract.
- 4.9.7.2. Only authorised Linc representatives may make Repair Requests in accordance with 4.9.7.1.
- 4.9.8. Calculation of Repair Charges and Costs
- 4.9.8.1. The costs paid by Linc to the Contractor for completion of Repairs shall be calculated in accordance with the Pricing Framework.
- 4.9.8.2. The Hourly Rates are fully inclusive of all costs except, replacement components and parts for the Fire Safety Equipment and any materials for making good all of which (components, parts and materials) are to be supplied at cost by the Contractor. For the avoidance of doubt, the Hourly Rates are not per operative, they are the total Hourly Rate to be charged irrespective of the number of operatives required to complete the Repair and resolve the Repair Request.
- 4.9.8.3. The Contractor shall provide evidence of the cost of all replacement component and parts in the form of invoices or other documentation so requested by the Contract Manager. This evidence is required in order to allow Linc to verify replacement component and parts are being supplied on an at cost basis.
- 4.9.9. Repair Charges and Costs Authorisation Limit
- 4.9.9.1. Where the Contractor estimates that cost of resolving the Repair Request and restoring the Fire Safety to full working order will exceed £500.00 ex VAT, they must seek approval from the Contract Manager or their duly nominated representative in Linc before proceeding to undertake the repair. Outside of Normal Working Hours approval must be sought from the Linc On-Call Manager. The requirements of 4.13 shall also apply and must be adhered to by the Contractor.
- 4.9.9.2. Where the cost of resolving the Repair Request and restoring the Fire Safety to full working order is estimated to exceed £500.00 ex VAT, the Contractor shall provide the Contract Manager with an itemised quote for the necessary works required to complete the Repair Request.

4.9.10. Auditing of Repair Works

- 4.9.10.1. The Contract Manager may request the Contractor provide written explanations regarding the nature of the Repair and work undertaken to rectify and restore the Fire Safety Equipment to safe working order. This will be requested and used as part of auditing the work of the Contractor and verifying the value for money provided for repairs.
- 4.9.10.2. Where any overcharging by the Contractor is suspected, any invoices yet to be paid shall be formally identified as 'in dispute' and any moneys owing to the Contractor shall remain unpaid until such time as the matter is resolved. If overcharging by the Contractor is confirmed, Linc reserves the right to recover from any sums rightfully owed to the Contractor no less than the total amounts overcharged.
- 4.9.10.3. In the context of 4.9.10.2, 'overcharging' shall include situations where the Contractor has incurred unnecessary costs or completed works which in the reasonable professional opinion of the Contract Manager and or any third-party technical advisor appointed by the Contract Manager, were not necessary to restore the Fire Safety Equipment to safe working order.

4.10. Other Works: Responsive Maintenance and Repair Request Process and Timescales

4.10.1. Repair Request Receiving

- 4.10.1.1. The Contractor shall receive reports of Fire Safety Equipment faults, issues, failures and repairs ('**Repair Requests**') in accordance with 4.6.
- 4.10.1.2. On receipt of a Repair Request triage the Repair Request in order to determine the most appropriate response priority in accordance with 4.10.2. The triage process shall involve seeking clarification from the person reporting the Repair on the nature of the issue being reported as well as giving consideration to the nature of the property or site (Nursing Home, Independent Living Scheme etc.) where the Repair is required.
- 4.10.1.3. The Contractor shall where appropriate to the nature of the Repair Request, the ability of the person reporting the Repair, and the means of communication, seek to support the person reporting the Repair to self-resolve the issue or fault by providing advice and guidance without attendance. The provision of such advice and guidance must not result in the person reporting the Repair or others dismantling or disassembling any part of the Fire Safety Equipment or operating the Fire Safety Equipment beyond the scope of a standard user. This duty to support self-resolution of a Repair Request shall in no way substitute or replace the Contractor's duty to attend to resolve the Repair Request if so requested by Linc.
- 4.10.1.4. Further to the requirements of 4.10.1.2 and 4.10.1.3, if the Contractor intends to attend the property or site, where the Repair is reported by someone other than a Linc representative, the Contractor shall inform the

relevant Linc representative for the site of the Repair and their intention to attend during Normal Working Hours. Outside of Normal Working Hours, the Contractor should attempt to contact the relevant Linc representative for the site and then contact the On-Call Manager.

4.10.2. Response Priorities

- 4.10.2.1. Repair Requests shall be given a response priority code and associated response time in accordance with the table below.

Priority Code	Description	Response Time
A	Emergency	Within Two (2) Hours twenty-four (24) hours a day, seven (7) days a week.
B	Same Day	Attendance on the same day if repair raised before 15:00, otherwise next working day.
C	By Appointment	By Appointment, appointment to be executed (i.e. attendance at site) within an average of eight (8) calendar days during Normal Working Hours

- 4.10.2.2. Timescales stipulated in 4.10.2.1 for Priority Code C are measured from the time the Repair Request is first formally raised by the Linc representative or Customer to the time the Repair is considered to be completed in the opinion of the Linc representative or Customer. For the avoidance of doubt this therefore means the Repair Request originally reported by the customer is resolved to their satisfaction rather than a specific job or task is completed.
- 4.10.2.3. The Contractor is expected to measure the end to end experience of a Repair when measuring timescales. For example, where a replacement part is required, this means measuring the time from which the issue is first reported to the Contractor to the time the replacement part is installed, and the Fire Safety Equipment is restored to full working order.
- 4.10.2.4. The table below sets out the different types of Repair Request to be included under each Priority Code. These represents the minimum acceptable response times for the different types of Repair Request. However, it will be for the Contractor to determine the most appropriate Priority Code for a Repair Request based on their triage process and as such the Contractor may allocate a shorter response time Priority Code to a Repair Request than is detailed below.

Priority Code	Repair Request Type(s)
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A	<ul style="list-style-type: none"> • Complete alarm or safety system failure. • Alarm activation at an unmanned site. • Unable to reset alarm or safety system at a site. • Damage to smoke, heat detectors, fire panel or call points which has activated the fire alarm system. • Sprinkler flow switch activation. • Sprinkler system leaking. • Fire shutter not resetting.
B	<ul style="list-style-type: none"> • Fault on the fire panel display. • Damage to fire/smoke/heat detectors that have not activated the fire alarm system. • AOV controller faults or sounding. • AOV's that have failed to open or close. • Sprinkler fault displayed on the fire panel.
C	<ul style="list-style-type: none"> • Automatic Door Closure failure. • Damaged or misused fire extinguisher. • Self-Test Emergency Light panel fault. • Singular emergency light failure. • Replacement of emergency lights. • Sprinkler head drops. • Dry riser panel damage. • Fire shutter not closing on activation.

- 4.10.2.5. The table above is not exhaustive and may be subject to amendment and adjustment by Linc during the contract.
- 4.10.2.6. Where appropriate to the nature of the Repair Request as identified through their triage process, the Contractor must notify the relevant utility network providers, statutory authorities and or emergency services of the matter. In such circumstances, the Contractor must still attend unless advised that it is unsafe to do so by a competent authority.
- 4.10.2.7. The Contractor must respond to resolve the Repair Request in accordance with the stipulated priority code.
- 4.10.2.8. In respect of Priority Code C, the Contractor shall offer the appointment slots set out in the table below in accordance with the Times and Days of work for this Contract.

Appointment	Days	Time Slot
AM Appointment	Monday – Friday Saturday	08:00 – 13:00 Hours
PM Appointment	Monday – Friday	13:00 – 18:00 Hours

4.10.3. Communication with the Linc Representative and or Customer

- 4.10.3.1. Following receipt of a Repair Request the Contractor must confirm receipt via email or SMS. This includes Repair Requests that resulted in resolution during triage process and did not require attendance. In such circumstances, the communication shall confirm that the Repair Request was received, and the matter resolved but shall include contact details for the Linc representative to report further issues via telephone (charged at national geographic rate or less) or email. Where required, the Contractor shall provide such communication in bilingual (English and Welsh languages) format.
- 4.10.3.2. As relevant and appropriate to the allocated Priority Code and corresponding response time, the Contractor shall issue a reminder by telephone, email or SMS to the Linc representative and or Customer(s) making the Repair Request making the Repair Request twenty-four (24) hours before attending to resolve the Repair Request, confirming the anticipated date and time of the attendance. In addition, the reminder shall also include contact details to allow the appointment to be rearranged via telephone (charged at national geographic rate or less) or email. Where required, the Contractor shall provide such communication in bilingual (English and Welsh languages) format.
- 4.10.3.3. In circumstances where the Linc representative and or Customer(s) making the Repair Request, requests to rearrange the appointment, the Contractor shall offer them a suitable alternative appointment in accordance with Linc representative's and or Customer(s)' preference and the requirements of 4.10.2. The Contractor shall apply the requirements of 4.10.3.2 in all cases for rearranged appointments. The Contractor shall not be permitted to charge Linc or others for rearranging appointments.
- 4.10.3.4. Where there is a request for an appointment to be rearranged, if in the opinion of the Contractor, the nature of the Repair Request is safety critical, they shall report the matter to the Contract Manager. They shall then make appropriate arrangements for the Repair Request to be completed.
- 4.10.4. No Access
- 4.10.4.1. Where a Contractor is unable to gain access to a property, they shall follow the No Access procedures as set out below at 4.14.
- 4.10.5. Completion Process
- 4.10.5.1. The Contractor is required to complete the repair in accordance with the assigned priority code.

On completion of the repair for each and every site or property, the Contractor shall provide full details in accordance with the requirements of 4.7.

4.11. Other Works: Additional Services and Works

- 4.11.1. The Contractor, at the request of the Linc will be required to provide the following Services and Works ('Additional Services and Works') as set out below.
- The repair of Malicious and Accidental Damage.
 - Fire Safety Equipment upgrades and new installations.
- 4.11.2. For the avoidance of doubt where the Contractor receives a request from anyone other than the Contract Manager for Additional Services and Works they shall direct them to contact the Contract Manager in the first instance during Normal Working Hours or the Linc On-Call Manager outside of Normal Working House.
- 4.11.3. Such requests will be made by official works order ('Works Order') per property and will be issued to the Contractor electronically. The Contractor will be required to access site and property information in accordance with 4.5.
- 4.11.4. Volumes of Work
- 4.11.4.1. The demand for Additional Services and Works will be subject to requirements being identified. However, it is anticipated that there will be limited demand for Additional Services and Works under this contract.
- 4.11.5. Works Specification
- 4.11.5.1. Linc will, as relevant and required, issue a specification of works to accompany the Works Order. The Contractor is to attend site and carry out the specified works including any component replacements specified.
- 4.11.5.2. It is expected that the works will be completed by Appointment with the relevant Linc representative as specified by Linc or relevant to the Works Order. For works of a duration over one (1) day, the Contractor shall agree the programme with the Linc representative for the site or the Contract Manager in advance or during their first day on site.
- 4.11.5.3. On completion of the works set out in the Works Order, the Contractor is to carry out all relevant tests and checks on the Fire Safety Equipment.
- 4.11.5.4. The Contractor shall within five (5) working days send to Linc all relevant certificates and documentation in accordance with section 4.7.
- 4.11.6. Additional Works Customer Journey
- 4.11.6.1. On receipt of a Works Order for Additional Services and Works, the Contractor is required to contact the named Linc representative to arrange a suitable appointment or in the case of unmanned schemes arrange and record the appointment.

- 4.11.6.2. The Contractor shall where appropriate to the nature of the works offer the appointment slots set out in the table below in accordance with the Times and Days of work for this Contract.

Appointment	Days	Time Slot
AM Appointment	Monday – Friday Saturday	08:00 – 13:00 Hours
PM Appointment	Monday – Friday	13:00 – 18:00 Hours

- 4.11.6.3. In circumstances where the Contractor is unable to contact the Linc Representative or Customer using any of the contact details and methods of communication available, they shall contact the Contract Manager. In the case of unmanned schemes, there is no requirement to contact Linc to arrange the appointment.
- 4.11.6.4. The Contractor is required to confirm, by email or SMS as per Linc representative's or Customer's preference, the date and time of the appointment that has been arranged as soon as the appointment is confirmed. In addition, the communication shall also include contact details for the appointment to be rearranged via telephone (charged at national geographic rate or less), email or SMS. Where required, the Contractor shall provide such communication in bilingual (English and Welsh languages) format.
- 4.11.6.5. The Contractor is required to issue a reminder by telephone, email or SMS to the Linc representative and or Customer(s) twenty-four (24) hours before the appointment, confirming the anticipated date and time of the attendance. In addition, the reminder shall also include contact details to allow the appointment to be rearranged via telephone (charged at national geographic rate or less), email or SMS. Where required, the Contractor shall provide such communication in bilingual (English and Welsh languages) format.
- 4.11.6.6. In circumstances where the Linc representative and or Customer(s) to rearrange the appointment, the Contractor shall offer them a suitable alternative appointment in accordance with Linc representative and or Customer(s)' preference and the requirements of 4.11.6.2. The Contractor shall apply the requirements of 4.11.6.4 and 4.11.6.5 in all cases for rearranged appointments.
- 4.11.6.7. Where a Contractor is unable to gain access to a property, they shall follow the No Access procedures for this contract as set out below at 4.14.

4.12. First Visit Fix

- 4.12.1. In respect of all elements of the scope of this contract including both the Service Package and Other Works, the Contractor is required as far as is

practical to complete the necessary services and works within one (1) visit to a site.

- 4.12.2. In circumstances where this is not possible and a further visit is required, the Contractors' Operatives must be able to make and confirm the follow-on appointment with the relevant Linc Representative whilst on site.

4.13. Protection of Safety Critical Fire Protection Operations

- 4.13.1. In all circumstances where the Contractor is unable to complete all the required servicing, maintenance or repair works whilst on site, they must, before leaving the site, ensure that the Fire Safety Equipment is left in a serviceable and working condition covering safety critical fire protection requirements as set out law and regulations.
- 4.13.2. Where the Fire Safety Equipment cannot be left in a serviceable and working condition then the Contractor must liaise with the relevant Linc representative for the site and the Contract Manager to arrange appropriate alternative measures (such as waking watch). Outside of Normal Working Hours, the Contractor shall liaise with the nominated Linc On-Call Manager.

4.14. No Access Procedure

- 4.14.1. Where the Contractor is unable to gain access to a property or site they shall record their time of arrival and remain on site and
- during Normal Working House contact the relevant Linc representative for the site or property and if there is no reply contact Linc's Customer Contact Centre for assistance.
 - Outside of Normal Working Hours, the contractor should contact the On-Call Manager.
- 4.14.2. Where access is not gained, prior to leaving the property or site, the Contractor shall leave a bilingual (English and Welsh languages) letter at the property or site which gives details of the access attempt and requests the Linc representative (manned sites) or Contract Manager (unmanned sites) contact the Contractor to make a new appointment. The bilingual letter must include as a minimum the following:
- Date and time of the attempted visits;
 - Date and time of the agreed appointment;
 - Contractor Name, Logo and the name of the operative calling at the property.
 - Contractor contact details including as a minimum telephone number (charged at national rate) and email address to make contact in order to rearrange the appointment.
- 4.14.3. As part of recording the No Access the Contractor shall capture a photograph of the property door and property number or name in their records.

- 4.14.4. The Contractor shall report the No Access to the Contract Manager via email who will advise further and liaise with the Contractor to arrange a new appointment and or gain access.
- 4.14.5. In circumstances where the Contractor has purchased specialist materials that cannot be used for another job, subject to them following the No Access Procedure and only in agreement with the Contract Manager, may they submit, in writing, a claim for the costs of such specialist materials twelve (12) weeks after the appointment date.
- 4.14.6. Notwithstanding 4.14.5, Linc shall not be responsible for any costs incurred by the contractor as a result of any failure to gain access to any property or site.

4.15. Data Protection

- 4.15.1. The requirements in relation to Data Protection under this Contract apply to both the Contractor and their sub-contractors. The Contractor is responsible for ensuring their sub-contractors act in accordance with the requirements of the Terms and Conditions of contract.
- 4.15.2. For the avoidance of doubt, the Contractor will be required to sign and adhere to the Data Processing Agreement and Data Sharing Protocol in addition to the Terms and Conditions of Contract.
- 4.15.3. Before any information is exchanged between Linc and Contractor a Data Protection Impact Assessment will be completed by the Contractor and the relevant recommendations implemented in the Data Sharing Protocol.
- 4.15.4. The Data Processing Agreement and Data Sharing Protocol shall be substantially in the form set out in Appendix 09. The precise content of the documents will be agreed with the Contractor further to completion of the Data Protection Impact Assessment.
- 4.15.5. Form of Contract Note
- 4.15.5.1. The Data Processing Agreement and Data Sharing Protocol will be attached as Appendix < tbc > of the contract when prepared.

4.16. Key Performance Indicators

- 4.16.1. Key Performance Indicators ('KPIs') have been devised for this Lot, Lot 2 and are set out in the table below. All will be monitored quarterly unless stated.

KPI Description	Target
<u>Response Times Achieved</u> Percentage of call-outs where response times for Repair Requests stated in this contract correctly allocated based on specification and achieved.	99%

<u>Original Appointments / Scheduled Visit Kept</u> Percentage of original appointments kept. Original appointment defined as first appointment made or any subsequent rearranged appointment rearranged at Customer's request therefore excludes those appointments rearranged at the request of the Contractor.	97%
<u>Repair Completion</u> Percentage of Repair Requests not completed on a first visit fix basis or completed by the end of the next working day except those notified and accepted by Linc as requiring longer resolution time.	95%
<u>Return of Information to Linc – Schedule of Appointments (monitored annually)</u> Percentage of monthly schedule of appointments for Service Package Fire Safety Equipment Servicing returned by the required date.	100%
<u>Return of Information to Linc – Works Completion</u> Percentage of works completion documentation including job completion sheets received by Linc in the correct format, free from administrative errors* and within specified timescales in accordance with the specification.	99%

* Administrative Errors are considered to be such things including but not limited to missing signatures, missing operative names, dates and incorrect details.

- 4.16.2. The KPIs will be monitored by Linc on the basis indicated and the Contractor is expected to provide quarterly KPI reports to assist in the monitoring and review of performance.
- 4.16.3. Contractor's performance against the KPIs will be formally reviewed in the regular contract management meetings. All non-performance and under performance against targets or KPI's will be challenged and must be formally addressed by the Contractor and a clear statement of how performance will be improved provided on request.
- 4.16.4. Throughout the duration of the contract Linc may amend or adjust the KPIs set out below in order to ensure consistent delivery and improving quality of service for customers.
- 4.16.5. For the avoidance of doubt, consistent under performance by the Contractor in respect of the KPIs may result in formal action being taken by Linc under the contract including claims for damages and or early termination.

4.17. Payment and Invoicing

- 4.17.1. Payment will be thirty (30) days in arrears on presentation of a valid and accepted invoice.
- 4.17.2. The Service Package
- 4.17.2.1. The Contractor shall at the end of each financial year quarter (three (3) calendar month period commencing from April) invoice Linc for the Service Package provided in accordance with the Servicing Schedule (Appendix 08).
- 4.17.2.2. The invoice must be accompanied by a supporting schedule in CSV file format breaking down the invoice total by property or site. The schedule must include the following data per property
- Address
 - Quarterly Cost
- 4.17.3. Other Works
- 4.17.3.1. The Contractor shall at the end of each calendar month submit one (1) consolidated invoice Linc for all the Other Works completed in the month.
- 4.17.3.2. The invoice must be accompanied by a supporting schedule in CSV file format breaking down the invoice total by Other Works completed, property / site and Works Order. The schedule must include the following data:
- Works Order or Repair Request Reference (where issued);
 - Site Address;
 - Other Works Item Reference;
 - Other Works Item Description;
 - Other Works Item Quantity;
 - Other Works Item Unit Cost;
 - Itemised cost details of materials and components utilised;
 - Total Line Cost.
- 4.17.3.3. For the avoidance of doubt, the schedule must show each and every Other Works Item completed and not a high level summary. For example, where an Other Works Item is performed multiple times at a property but on two (2) separate occasions as a result of two separate Works Orders or Repair Requests, the schedule must show two (2) separate entries. The purpose of the schedule is to support Linc in verifying works completed and correctly allocating costs against properties and assets.

4.18. Required Certifications and Accreditations

- 4.18.1. The table below sets out the Contractor qualification and accreditation requirements. The qualifications and accreditations can be held by the Contractor or their sub-contractor except where otherwise stated and must be maintained for the full contract duration.

- 4.18.2. Where 'or equivalent' is stated, it will be for the Contractor to provide evidence to Linc's satisfaction that the qualification or accreditation held is equivalent to that which is stated.
- 4.18.3. For the avoidance of doubt, Linc reserves the right to reject any equivalent accreditations or qualifications which cannot be justified or substantiated to the satisfaction of Linc.

Qualification or Accreditation	Evidence Required
<p>Safety Schemes In Procurement (SSIP) accreditation including principal contractor status.</p> <p>There are a range of different bodies who can offer SSIP accreditation which includes principal contractor status. Further information about obtaining accredited status can be found at www.ssip.org.uk.</p>	<p>Copy of a valid (in date) SSIP accreditation certificate which includes details of vetting as a Principal Contractor or equivalent.</p>
<p>Up-to-date Non-Licensable Asbestos work training accredited by one of the following bodies UKATA, IATP, BOHS, ASHEeLA or equivalent.</p>	<p>Up-to-date Non-Licensed Asbestos Works training certificate from a training provider accredited by one of the following bodies UKATA, IATP, BOHS, ASHEeLA or equivalent for all relevant employees and sub-contractors employees.</p>
<p>Upper Tier Waste Carrier's Licence.</p>	<p>Evidence that the Tendering Organisation holds a valid (in date) Upper Tier Waste Carrier's Licence or equivalent.</p>
<p>erosh Approved Status</p>	<p>Evidence that the Tendering Organisation has valid (in date) <i>erosh Approved</i> status or equivalent.</p> <p>More information can be found via https://erosh.co.uk/ and in Appendix 06.</p>
<p>FIRAS Accreditation</p>	<p>Documentary evidence of valid (in date) FIREAS accreditation or equivalent.</p>
<p>BAFE Certified under the following schemes:</p> <ul style="list-style-type: none"> • Scheme No. SP203-1 • Scheme No. SP101 • Scheme No. SP203-4 	<p>Documentary evidence of valid (in date) certification under BAFE Scheme Numbers stated or equivalent.</p>

<ul style="list-style-type: none"> • Scheme No. SP203-3 • Scheme No. SP206 • Scheme No. SP105 • Scheme No. SP207 	
BAFSA Accreditation	Documentary evidence of valid (in date) BAFSA accreditation or equivalent.
Siemens Fire Alarm Approved Contractor	<p>Documentary evidence (certificate) of valid (in date) approved contractor status in respect of Siemens Fire Alarm equipment or equivalent for the Contractor or their sub-contractor.</p> <p>Evidence of relevant staff training records showing attendance at Siemens Fire Alarm training.</p>
Evidence of ability to complete the construction, inspection and testing of the electrical installations in compliance with BS7671 – 18 th Edition and any subsequent amendments and provide the appropriate electrical test certificate(s) on completion. Including the following competencies: Approved Contractor and Commercial Installer.	Copy of a valid (in date) Registration Certificate from any one of the Government approved full-scope Competent Person Schemes for electrical works such as ELECSA, NICEIC, ECA, NAPIT or an equivalent recognised professional body or equivalent.

5. Lot 2 – Servicing, Repair, Maintenance and Replacement of Fire Extinguishers Specification

5.1. Preamble

- 5.1.1. This Lot (Lot 2) of the Contract covers fire extinguishers ('Fire Extinguishers') all other fire safety equipment and installations ('Fire Safety Equipment') are covered within Lot 1 (see section 4).
- 5.1.2. The Contractor is required to provide the testing and servicing including any mandatory or manufacturer recommended activities for the range of Fire Extinguishers located at each site within the scope of the contract.
- 5.1.3. In addition, the Contractor is required to provide at a separate charge on the request of Linc or as necessary to maintain the safe and legal serviceability and functioning of the Fire Extinguishers:
- The responsive repair of Fire Extinguishers.
 - The supply of new and replacement of defective Fire Extinguishers.
- 5.1.4. Limitation of Scope
- 5.1.5. No other fire safety equipment shall fall within the scope of the services and works provided under this lot, Lot 2.

5.2. Contract Scope

- 5.2.1. Appendix 10 sets out details of the properties and sites ('Sites') included within the Contract and during mobilisation it will be updated to provide details of the Linc Representative contact details for manned sites and access codes for unmanned sites.
- 5.2.2. It is anticipated that the number of Sites included in this contract may change throughout its duration as a result of property acquisitions, construction and or property disposals.
- 5.2.3. The types and quantities of Fire Extinguishers installed may also be subject to change throughout the contract duration. The Contract Manager will communicate changes to the Sites and or major changes in Fire Extinguishers in writing as relevant.

5.3. Fire Extinguisher Testing, Servicing and Maintenance Requirements

- 5.3.1. Under this contract Linc requires the Contractor to provide the testing and servicing including any mandatory or manufacturer recommended activities for all the various Fire Extinguishers installed at each Site (Appendix 10).
- 5.3.2. All Inclusive
- 5.3.2.1. The testing, servicing and maintenance is all inclusive in each and every respect of the requirements identified as within its scope. Therefore, the rates tendered must be inclusive of all costs relating to provision of the

testing, servicing and maintenance in accordance with the specification in its entirety.

- 5.3.2.2. The inclusion of works or services as orderable for additional change in no way modifies or reduces the services and works requirements included within the scope of the requirements for testing, servicing and maintenance of Fire Extinguishers.

5.3.3. Scope

- 5.3.3.1. Fire Extinguishers are to be maintained, tested and serviced in accordance with BS5306 and manufacturers' instructions.

- 5.3.3.2. For the avoidance of doubt in accordance with BS5306, the Contract will be required to make recommendations to Linc regarding the siting and necessity of Fire Extinguishers including noting where existing Fire Extinguishers are not required.

- 5.3.3.3. The maintenance shall include ensuring wall fixings and or floor furniture and holders where used and relevant signage are secure and in a serviceable condition and repaired or replaced as required.

- 5.3.3.4. During the first visit to each site (or new site added to the contract scope during the contract duration) the Contractor shall prepare a full inventory ('**Fire Extinguisher Inventory**') of all Fire Extinguishers present on the site that includes the following information.

- The type and capacity of each Fire Extinguisher.
- The expiry date of each Fire Extinguisher.
- The location of each Fire Extinguisher.

- 5.3.3.5. The Contractor shall provide the Fire Extinguisher Inventory to Linc digitally in an agreed non-proprietary editable file format (such as CSV). The precise file format and formatting of the inventory shall be agreed between Linc and the Contract during Contract Mobilisation.

- 5.3.3.6. The Contractor shall keep the Fire Extinguisher Inventory up to date with any changes to Fire Extinguishers at each site noted during each testing servicing and maintenance visit.

5.4. Technology and Data Sharing Requirements

- 5.4.1. The technology and data sharing requirements of this contract are set out in the table below.

Contractor Systems and Software Requirements	<ul style="list-style-type: none"> • Contractor to have the capability to access Linc internal or web-based systems. • Contractors' or their subcontractors' operatives to have internet enabled mobile devices onto which Linc systems can be accessed.
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**Contractor
Data Sharing
Requirements**

- Contractor to issue via email or to specified cloud location as required by Linc in PDF file format a job completion form after each and every visit to a site. Submission periods stipulated in paragraph section 0.

5.5. Provision of Customer and Property Information

5.5.1. Linc will provide the Contractor with information about Properties through read only access to its various systems where this information is held. It will be for the Contractor to access these systems to review entries in line with their performance of the services and works under this contract.

5.5.2. The table below details system and access requirements for each element of information. In accordance with 5.4 the Contractor will require a standard web browser and internet enabled mobile devices for operatives in order to access Linc's systems.

Information	System and Access Requirements
Asbestos Information	<p>Read only access to a portal provided by MSS Environmental. This is a web browser based system and the Contractor will require the latest version of any standard web browser to access the system. There is also a mobile device application available as well which will enable operatives to access asbestos data from site.</p> <p>It is anticipated that during the course of the contract, the asbestos information will be transferred to Linc's systems.</p>

5.6. Works and Services Completion Documentation

5.6.1. The specific email addresses and or cloud file storage location to be used for sending of works and services completion documentation will be confirmed during the contract mobilisation period.

5.6.2. Job Completion Form

5.6.2.1. The Contractor is required to issue to Linc within five (5) working days of each and every visit to a site a Job Completion Form in PDF file format.

5.6.2.2. The Contractor shall be free to use their own Job Completion Form but as relevant to the nature and purpose of the visit and work carried out on a site the Job Completion Form must include the following detail as a minimum:

- Name of operative(s) in attendance.
- Date of attendance at site.
- Time of attendance and time of departure from site.

- The Fire Extinguishers that have been serviced, maintained or repaired during the visit.
- Succinct explanatory details of the repair or replacement undertaken.
- Confirmation of whether a further visit to site is required to complete the required or identified services or works.
- Details of any professional advice or guidance in respect of types, locations and numbers of Fire Extinguishers at a site including but not limited to such things as whether further Fire Extinguishers are required, the type(s) are correct or there are too many Fire Extinguishers in place.
- Details of any safety concerns, issues or other matters considered pertinent to the nature of the service and works of which Linc should be notified.

5.7. Fire Extinguisher Testing, Servicing and Maintenance Delivery

- 5.7.1. The Contractor shall complete the testing and servicing including any mandatory or manufacturer recommended activities for all the various Fire Extinguishers on an annual basis.
- 5.7.2. Service visits to be conducted in September and October throughout the duration of the contract.
- 5.7.3. Appointments
- 5.7.3.1. The Contractor is required to arrange an appointment with the identified Linc representative for each property or site to gain access in the case of manned sites and complete the required Fire Extinguisher testing, service and maintenance activities by the required deadline. Appointments with Linc representatives are to be made giving no less than two (2) calendar weeks' notice of the appointment. Appointments will not be required for unmanned sites.
- 5.7.3.2. The Contractor shall arrange the appointment by telephone or email as relevant to the contact details provided.
- 5.7.3.3. Where the Contractor seeks to make the appointment by phone, if the calls made are unanswered, they shall leave a voicemail if the facility is available and follow up via email.
- 5.7.3.4. In circumstances where the Contractor is unable to contact the relevant Linc representative or does not receive a response within a reasonable timescale, they shall promptly notify the Contract Manager. The Contract Manager will either provide contact details for an alternative Linc representative or advise further.
- 5.7.3.5. The Contractor shall offer the appointment slots set out in the table below in accordance with the Times and Days of work for this Contract.

Appointment	Days	Time Slot
AM Appointment	Monday – Friday	08:00 – 13:00 Hours
PM Appointment	Monday – Friday	13:00 – 18:00 Hours

5.7.3.6. The Contractor is required to confirm, by email, the date and time of the appointment that has been arranged once the appointment is confirmed. In addition, the email shall also include contact details including a telephone number (charged at national geographic rate or less) and email to be used in the event the appointment needs rearranging.

5.7.4. Completion Process

5.7.4.1. In circumstances where a further visit to the site is required for whatever reason, the Contractor shall have the ability for the new appointment to be made and confirmed by the operative whilst on site.

5.7.4.2. On completion for each and every property or site, the Contractor shall within five (5) working days send to Linc all relevant and appropriate certificates and documentation in accordance with section 5.6.

5.7.5. No Access

5.7.5.1. Where a Contractor is unable to gain access to a property, they shall follow the No Access procedures for this contract as set out below at 5.10.

5.8. **Responsive Repair and Renewal**

5.8.1. At the request of Linc, the Contractor will be required to attend a site and undertake any repair works or the renewal of Fire Extinguisher ('Repair') required in order to restore the identified Fire Extinguisher(s) to full and safe operation in accordance with all relevant legislation and manufacturers' instructions.

5.8.2. The Contractor is to attempt to complete the Repair at the first visit to the property. If the contractor is unable to complete the repair during the first visit then in the case of manned sites they must inform the relevant Linc representative of their intended actions and make a suitable appointment to return to the property to complete the Repair before leaving the property or site. In the case of unmanned sites, the Contractor shall notify the Contract Manager. All Repairs shall be completed by the end of the next working day except in accordance with 5.8.3 and 5.8.4. The need to re-visit sites must be managed in accordance with section 5.9 and 5.10.

5.8.3. Delays In Completing the Repair

5.8.3.1. The Contractor is required to complete all repairs by the end of the next working day except where there is a delay in completing the Repair due to difficulties in obtaining parts.

- 5.8.3.2. The Contractor is to notify the Contract Manager via email where completion of the repair will extend beyond the end of the next working day from the date of first attendance at a site.
- 5.8.3.3. In addition, the Contractor must keep the relevant Linc representative, and Contract Manager fully informed of their actions and provide updates on the estimated completion timescale for the Repair.
- 5.8.3.4. Where there are delays in the completion of the Repair this must be managed in accordance with section 5.9.
- 5.8.4. Fire Extinguisher Beyond Economic Repair
- 5.8.4.1. Where the extent of works required to repair a Fire Extinguisher will exceed £15.00 excluding VAT then the Contractor shall replace the Fire Extinguisher with a new Fire Extinguisher of the same type and capacity.
- 5.8.4.2. The cost of the new Fire Extinguisher shall be in accordance with the rates set out in the Pricing Framework and shall include replacement or adjustment of wall fixings and signage as well as safe disposal of defective Fire Extinguisher as necessary.
- 5.8.4.3. For the avoidance of doubt all replacement Fire Extinguishers must be new. No refurbished or similar non-new Fire Extinguishers will be accepted as a replacement.
- 5.8.5. Repair Request Receiving
- 5.8.5.1. Linc shall notify the Contractor via email or telephone (telephone number to be charged at national geographic rate or less) where the repair or renewal of a Fire Extinguisher is required.
- 5.8.5.2. The Contractor must respond to resolve the repair or renewal reported within eight (8) working days starting from the date of receipt if reported to the Contractor before 15:00 hours or from the next working day if after 15:00 hours.
- 5.8.5.3. The Contractor shall offer for manned sites the appointment slots for attendance set out in the table below in accordance with the Times and Days of work for this Contract.

Appointment	Days	Time Slot
AM Appointment	Monday – Friday Saturday	08:00 – 13:00 Hours
PM Appointment	Monday – Friday	13:00 – 18:00 Hours

- 5.8.5.4. The Contractor is required to confirm, by email, the date and time of the appointment that has been arranged once the appointment is confirmed. In addition, the email shall also include contact details including a telephone

number (charged at national geographic rate or less) and email to be used in the event the appointment needs rearranging.

5.8.5.5. In circumstances where the Linc representative making the Repair Request, requests to rearrange the appointment, the Contractor shall offer them a suitable alternative. The Contractor shall not be permitted to charge Linc or Customers for rearranging appointments.

5.8.5.6. Where there is a request for an appointment to be rearranged, if in the opinion of the Contractor, the nature of the Repair Request is safety critical, they shall report the matter to the Contract Manager. They shall then make appropriate arrangements for the Repair Request to be completed.

5.8.6. No Access

5.8.6.1. Where a Contractor is unable to gain access to a property, they shall follow the No Access procedures as set out below at 5.10.

5.8.7. Completion Process

5.8.7.1. On completion of the repair for each and every property, the Contractor shall provide full details in accordance with the requirements of 5.6.

5.9. First Visit Fix

5.9.1. In respect of all elements of the scope of this contract, the Contractor is required as far as is practical to complete the necessary services and works within one (1) visit to a site.

5.9.2. In circumstances where this is not possible and a further visit is required, the Contractors' Operatives must be able to make and confirm the follow-on appointment with the relevant Linc Representative whilst on site.

5.9.3. To support delivery of a first visit fix service, the Contractor is expected to maintain a comprehensive van stock that will cover the most common Repairs to Fire Extinguishers included in this contract. In addition, the Contractor is to have relevant procedures in place for their operatives to source non-stock items with the minimum of delay.

5.10. No Access Procedure

5.10.1. Where the Contractor is unable to gain access to a property or site they shall record their time of arrival and remain on site and

- during Normal Working House contact the relevant Linc representative for the site or property and if there is no reply contact Linc's Customer Contact Centre for assistance.
- Outside of Normal Working Hours, the contractor should contact the On-Call Manager.

5.10.2. Where access is not gained, prior to leaving the property or site, the Contractor shall leave a bilingual (English and Welsh languages) letter at the property or site which gives details of the access attempt and requests

the Linc representative (manned sites) or Contract Manager (unmanned sites) contact the Contractor to make a new appointment. The bilingual letter must include as a minimum the following:

- Date and time of the attempted visits;
- Date and time of the agreed appointment;
- Contractor Name, Logo and the name of the operative calling at the property.
- Contractor contact details including as a minimum telephone number (charged at national rate) and email address to make contact in order to rearrange the appointment.

5.10.3. As part of recording the No Access the Contractor shall capture a photograph of the property door and property number or name in their records.

5.10.4. The Contractor shall report the No Access to the Contract Manager via email who will advise further and liaise with the Contractor to arrange a new appointment and or gain access.

5.10.5. In circumstances where the Contractor has purchased specialist materials that cannot be used for another job, subject to them following the No Access Procedure and only in agreement with the Contract Manager, may they submit, in writing, a claim for the costs of such specialist materials twelve (12) weeks after the appointment date.

5.10.6. Notwithstanding 5.10.5, Linc shall not be responsible for any costs incurred by the contractor as a result of any failure to gain access to any property or site.

5.11. Key Performance Indicators

5.11.1. Key Performance Indicators ('KPIs') have been devised for this Lot, Lot 2 and are set out in the table below. All will be monitored quarterly unless stated.

KPI Description	Target
<u>Response Times Achieved</u> Percentage of Repair / Renewal Requests where response times stated under this contract are achieved.	95%
<u>Repair / Renewal Completion</u> Percentage of repairs completed on a first visit fix basis and or completed by the end of the next working day except those notified and accepted by Linc as requiring longer resolution time.	95%
<u>Return of Information to Linc</u> Percentage of works completion documentation including job completion sheets received by Linc in	99%

the correct format, free from administrative errors* and within specified timescales in accordance with the specification.	
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* Administrative Errors are considered to be such things including but not limited to missing signatures, missing operative names, dates and incorrect details.

- 5.11.2. The KPIs will be monitored by Linc on the basis indicated and the Contractor is expected to provide quarterly KPI reports to assist in the monitoring and review of performance.
- 5.11.3. Contractor's performance against the KPIs will be formally reviewed in the regular contract management meetings. All non-performance and under performance against targets or KPI's will be challenged and must be formally addressed by the Contractor and a clear statement of how performance will be improved provided on request.
- 5.11.4. Throughout the duration of the contract Linc may amend or adjust the KPIs set out below in order to ensure consistent delivery and improving quality of service for customers.
- 5.11.5. For the avoidance of doubt, consistent under performance by the Contractor in respect of the KPIs may result in formal action being taken by Linc under the contract including claims for damages and or early termination.

5.12. Payment and Invoicing

- 5.12.1. Payment will be thirty (30) days in arrears on presentation of a valid and accepted invoice.
- 5.12.2. Fire Extinguisher Testing, Servicing and Maintenance
 - 5.12.2.1. The Contractor shall at the end of October each year invoice Linc for the annual Fire Extinguisher testing, servicing and maintenance visits provided to all sites as identified in Appendix 10.
 - 5.12.2.2. The invoice must be accompanied by a supporting schedule in CSV file format breaking down the invoice total by property or site. The schedule must include the following data per property
 - Address.
 - Cost per site itemised in accordance with the Pricing Framework (section Appendix 10).
- 5.12.3. Repairs and Renewals
 - 5.12.3.1. The Contractor shall at the end of each calendar month submit one (1) consolidated invoice Linc for all the Repairs and Renewals completed in the month.

- 5.12.3.2. The invoice must be accompanied by a supporting schedule in CSV file format breaking down the invoice total by Repairs and Renewals completed, property / site and Works Orders as may be issued. The schedule must include the following data:
- Works Order or Repair Request Reference (where issued);
 - Site Address;
 - Repair / Replacement Item Reference;
 - Repair / Replacement Item Description;
 - Repair / Replacement Item Quantity;
 - Repair / Replacement Item Unit Cost;
 - Itemised cost details of materials and components utilised;
 - Total Line Cost.
- 5.12.3.3. For the avoidance of doubt, the schedule must show each and every Other Works Item completed and not a high level summary. For example, where an Other Works Item is performed multiple times at a property but on two (2) separate occasions as a result of two separate Works Orders or Repair Requests, the schedule must show two (2) separate entries. The purpose of the schedule is to support Linc in verifying works completed and correctly allocating costs against properties and assets.
- 5.13. Required Certifications and Accreditations**
- 5.13.1. The table below sets out the Contractor qualification and accreditation requirements. The qualifications and accreditations can be held by the Contractor or their sub-contractor except where otherwise stated and must be maintained for the full contract duration.
- 5.13.2. Where 'or equivalent' is stated, it will be for the Contractor to provide evidence to Linc's satisfaction that the qualification or accreditation held is equivalent to that which is stated.
- 5.13.3. For the avoidance of doubt, Linc reserves the right to reject any equivalent accreditations or qualifications which cannot be justified or substantiated to the satisfaction of Linc.

Qualification or Accreditation	Evidence Required
<p>Safety Schemes In Procurement (SSIP) accreditation including principal contractor status.</p> <p>There are a range of different bodies who can offer SSIP accreditation which includes principal contractor status. Further information about obtaining accredited status can be found at www.ssip.org.uk.</p>	<p>Copy of a valid (in date) SSIP accreditation certificate which includes details of vetting as a Principal Contractor or equivalent.</p>

Up-to-date Non-Licensable Asbestos work training accredited by one of the following bodies UKATA, IATP, BOHS, ASHEeLA or equivalent.	Up-to-date Non-Licensed Asbestos Works training certificate from a training provider accredited by one of the following bodies UKATA, IATP, BOHS, ASHEeLA or equivalent for all relevant employees and sub-contractors employees.
Upper Tier Waste Carrier's Licence.	Evidence that the Tendering Organisation holds a valid (in date) Upper Tier Waste Carrier's Licence or equivalent.
erosh Approved Status	<p>Evidence that the Tendering Organisation has valid (in date) <i>erosh Approved</i> status or equivalent.</p> <p>More information can be found via https://erosh.co.uk/ and in Appendix 06.</p>
BAFE Scheme No. SP101 Certified	Documentary evidence of valid (in date) certification under BAFE Scheme No SP101 or equivalent.

Appendix 04



Health and Safety

Contractor Standards

Physical Works

ABOUT LINC CYMRU

Established in 1977, Linc-Cymru Housing Association Ltd (Linc) is a Registered Society under the Co-operative and Community Benefit Societies Act 2014 and a Registered Social Landlord regulated by the Welsh Government. We are a socially responsible business and all profits are reinvested for the benefit of our customers rather than being distributed to shareholders.

Linc's Values

An organisation's values say a great deal about a company's mind set, the way it thinks, the direction it is going, what drives it and whether it is an organisation that values people. We are very clear on our values:

- We are focused on ensuring that the services we provide to our customers are directed at meeting their needs and represent value for money.
- We have a positive, 'can do' attitude in all that we do that enhances our reputation as a leading provider of housing, health and social care services across Wales.
- Our approach is innovative and forward looking, consistently seeking new opportunities and ways of working in partnership with others to evolve and enhance our services.

Corporate Structure

We have two primary strands, or business units within our corporate structure:

Linc Homes operates across South Wales and provides social and affordable homes for rent and to buy. Our intermediate and market rent schemes provide homes to people who are unable to buy due to the current economic climate or who want to rent but do not qualify for social housing.

Linc Care operates across Wales and provides homes and services to older and vulnerable tenants. We specialise in supported housing for vulnerable people; sheltered housing for older people; extra Care housing, nursing and respite care. Our nursing care activities are regulated by the Care Inspectorate Wales (CIW).

Further information on Linc Homes and Linc Care can be found on our webpage <https://www.linc-cymru.co.uk/about-linc>.

Linc Enterprise

In more recent times, organisations like Linc have been encouraged to diversify into other businesses that support or add value to wider community regeneration projects. We have two such ventures and further information can be found on our Linc Enterprise on our website.

As a contractor, supplier or consultant your contract may be with any of these entities either individually or jointly.

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1.0 Scope and application

This document is issued as health and safety minimum guidance for contractors, suppliers and consultants employed on Linc contracts. It is designed to ensure a safe environment for the contractor, residents, employees, members of the public and visitors.

This document forms part of a contractor's terms and conditions of contract, therefore it must be adhered to at all times. This document should be read in conjunction with Linc's Code of Conduct for Maintenance Contractors working within Linc Homes and Linc Care.

As it is not feasible to list every piece of relevant legislation and guidance, each contractor is legally responsible for ensuring that they are aware of all health and safety law and guidance relevant to their operation. Competent health and safety advice should be utilised to ensure that all contractors are familiar with the safe methods of work applicable to their contract with Linc.

A copy of this document shall be available on Linc's intranet, so that it can be referred to by housing officers, neighbourhood teams, facilities managers and all staff that interface with contractors.

2.0 Objectives

- To reduce the risk of injury or incident and to ensure that the standards for safety and health, as required by legislation, guidance and best practice, are achieved at all times and that all works are undertaken safely.
- To raise awareness of contractor duties to work in accordance with current legislation and cooperate with Linc on matters relating to health, safety and welfare.
- To require contractors to have effective health and safety management throughout any period of supply. The level of health and safety management and monitoring shall be proportionate to the potential risk of the contract.

3.0 Commencement of work

No work may take place on Linc property unless a contractor has been approved. An approved list of contractors is available via the Asset Management Team within the Property Department. Contractors must have written confirmation that their contractor qualification pack has been accepted and approved.

3.01 ***"Critical Standards" for commencement of work***

The following critical standards apply for all work undertaken by contractors at Linc properties. If these standards are not followed formal action may be considered following an investigation by Linc's Health and Safety Team.

- **Site Induction** – Contractors must complete and sign the contractor's visitors book where available in Linc Care schemes prior to working on site, and make themselves aware of the local fire procedures.
- **Notification of access** – at Linc Care schemes contractors must make the local Linc representative aware of their presence and planned tasks prior to commencing work.

- **Safe system of work** – all contractors must be able to demonstrate a planned safe system of work. For tasks with significant hazards, a written risk assessment and safe method of work should be available on site for inspection by any Linc representative.
- **Services risks** – no work shall commence unless a contractor has access to all relevant hazard information from Linc. Where relevant to the work, this will include but not be limited to; utilities locations, electrical supplies and isolation points, asbestos location, lead, chemicals, gas supplies and any related hazards, both buried and above surface services.
- **Work at height** – if any work at height is to take place, a contractor will specifically cover the activity within a Risk Assessment and Method Statement (RAMS). Any work at height must consider the hierarchy of risk controls as detailed in the Work at Height Regulations 2005 and associated HSE guidance documents.
- **Work in confined spaces** – no work in confined spaces shall take place unless specific risk controls are in place and have been approved. A confined space in this context is as per the description in the Confined Spaces Regulations 1997. Including, but not limited to:
 1. A place which is substantially, but not always entirely enclosed; or
 2. A place where there is a reasonably foreseeable risk of serious injury from hazardous substances or conditions in the space nearby.

Some confined spaces are easy to identify, such as closed tanks, vessels, ducts and sewers. Others are less obvious, such as basement rooms, building voids, vats, deep excavations and open-topped tanks. A confined space may not necessarily be enclosed on all sides or may only become a confined space because of a change in the conditions inside.

- **Hot work** – no hot work can take place without specific controls being in place to ensure that the risk of fire is low. Hot work includes any work on or near Linc property such as welding, grinding, cutting, soldering and work with naked flames. Risk controls shall as a minimum consider:
 1. easily available fire extinguisher/s (of the correct type for the fire risk).
 2. segregation of the work area and identification and protection of heat transfer through pipes, building materials and other substances.
 3. cessation of hot work at least an hour before leaving the work site and a fire check before leaving.
 4. notification of hot work and risk controls to Linc's representative.
- **Works affecting life safety systems** – no works that affect life safety systems may commence until this has been communicated to Linc and suitable control measures have been agreed.
- **Smoking** – it is forbidden for any contractor to smoke any tobacco products or electronic cigarettes on any Linc property apart from in an identified smoking area, to be confirmed with the local Linc representative.
- **Drugs and alcohol** – no contractor may attend Linc properties if they are under the influence of alcohol or controlled drugs/prescription drugs that may impair their safety or the safety of others. Drugs and alcohol must not be brought to site.
- **Client inspection and audit** – all contractors will assist as far as possible Linc in its duties by providing information and co-operating during any planned or unannounced health and safety inspections and audits. Audits may take place at contractor offices, with reasonable notice from Linc.

4.0 Contractor – contract specific health and safety rules

Linc expects all contractors and sub-contractors to be polite and treat our customers with respect as well as to provide a friendly, safe and professional service. Contractors are expected to wear clean and appropriate clothing and provide proof of identification via ID pages or branded company workwear. Where required, contractors must have suitable DBS checks in place.

In addition, Linc requires contractors to adhere to the following specific standards:

4.01 Training and competence of employees

All contractors must ensure that its employees are adequately trained and experienced to carry out their work safely and hold valid certification (where necessary) appropriate to the work. Training should be to industry recognised standards, evidence of training will be required. As a baseline, the Health and Safety Executive (HSE) is used as a reference point for the sufficiency of any training and competency levels.

Contractors must ensure that specific hazards likely to be experienced on the project, whether notified to them or discovered by them, are notified to their workforce together with any precautions to be taken and local rules to be observed. Similarly, such hazards should be notified to their subcontractors and where discovered by them to a Linc representative.

Copies of training for operatives should be available for inspection or audit by Linc representatives.

4.02 Enforcement Officer Visits, Improvement and Prohibition notices

Any site visit by any enforcement agency must be communicated to Linc without delay.

In the event of a confirmed material breach of the legislation, an improvement notice, or prohibition notice being served by an HSE inspector or enforcement officer, the contractor must immediately notify Linc. This notification must state the reason for the notice and the action the contractor intends to take as a result.

The contractor must comply with the terms of such notice within the appropriate time.

4.03 Plant, materials and equipment (general)

All plant, materials and equipment used by the contractor must be of good construction, sound material, adequate strength, free from patent defects, properly maintained and competently operated and routinely inspected by a competent person when required.

4.03.1 Plant

All plant used by contractors including cranes, lifting machines and lifting gear must be safe and fully efficient in use. They must be guarded and equipped with safety devices wherever required. They must be tested and examined in accordance with regulations and when required marked as to the noise level that is likely to be generated by the plant. It is essential that plant to be used is equipped with effective noise attenuation.

Periodic maintenance must be carried out in accordance with manufacturer's instructions. Statutory registers, certificates and notices when appropriate are to be displayed or readily available for inspection.

Evidence of maintenance and testing should be available on site for inspection.

4.03.2 Material

All items of equipment and materials are to be stored safely on site and under cover to prevent deterioration.

The area in which items are to be stored will be designated by the Linc representative for the scheme or project. Linc will not be held responsible for the security and loss of any materials.

All materials whether permanent or temporarily used on the works are to be safe and properly used. Any manufacturers instruction or known hazard relating to use, handling or storage, is to be made known to the Linc representative, their own, and any other sub-contractors.

4.03.3 Waste Materials

Skips must be sited a safe distance from any building, fence, or structure. Specifically, skips must not be stored closer than 6m from:

- a) a glazed face of a building;
- b) licensed petroleum store;
- c) a gas cylinder store.

Waste materials are to be removed from site each day or safely stored to prevent unauthorised access and to reduce the risk of arson. In certain circumstances where antisocial behaviour is expected, or the risk of arson is considered to be high, a covered and lockable skip may be required.

Any waste removed from site must comply with the Hazardous Waste Regulations and associated environmental legislation and guidance.

4.03.4 Equipment

All equipment brought to any Linc site must be in a safe condition and the operator must be properly trained and competent in its use.

All electrical work and work involving the use of electrical tools and equipment shall be carried out in accordance with the Electricity at Work Regulations 1989 and with Linc rules for all portable electrical equipment. Battery powered tools are preferable to mains operated and should be used wherever possible. Mains operated tools should be rated to a maximum of 110V. Where it is not possible for 110V equipment to be used and 240V equipment is required, a residual current device (RCD) must be used.

All practical steps are to be taken to prevent circuit conductors and electrical equipment being made live whilst work is in progress.

The main contractor will be responsible for ensuring adherence by the electrical contractor, where any work is subcontracted.

4.03.5 Vehicles

Vehicle movements must be monitored to ensure there is no significant increased risk to pedestrians or other vehicle users. It may be necessary to employ a banksman or reversing assistant at some sites

and this should be considered prior to commencement of works. When parking work vehicles, there must be consideration for emergency vehicle access.

4.03.6 Safety Equipment and Clothing

The contractor shall provide all necessary personal protective equipment (PPE) for their workforce and as identified by their risk assessment. This equipment must be in good order and well maintained.

4.04 Contract supervision

Contractors must ensure that a competent employee of suitable experience and qualifications is appointed to supervise and manage work. The level of supervision should be agreed with Linc prior to the commencement of any contract. It is accepted that some ongoing maintenance tasks may not always have supervisor presence. However, the contractor must ensure that it has appropriate arrangements in place to supervise and manage the work and ensure that all employees and contractors comply with the work risk assessments and safe systems of work. Linc retains the right to bring about the immediate cessation of any works or work activity which they deem to be unsafe.

4.05 Risk assessments and method statements (RAMS)

Any contractors that undertake work for Linc must conduct a suitable and sufficient assessment of the risks arising from the work activity. The significant findings of this assessment must be documented. The risk assessment must be proportionate to the level of risk posed by the tasks and contract and must follow Health and Safety Executive (HSE) guidelines as a minimum. Risk assessments must be undertaken by someone deemed competent to do so.

Prior to commencing work for Linc you will need to provide risk assessments and/or method statements to a Linc representative. The risk assessments will need to be task related and address all significant hazards associated with that task. Any controls measures must be implemented and adhered to.

Method statements are required for sets of tasks and jobs with significant risk. A contract pre-start meeting will determine when method statements are to be used and what format is acceptable.

Further guidance on risk assessment is available from the [HSE website](#).

Example risk assessments are also available on the HSE website such as this example for bricklaying: www.hse.gov.uk/risk/casestudies/pdf/bricklayers.pdf

4.05.1 Generic risk assessments

Where a number of tasks take place that are the same, it is acceptable for a contractor to use a generic risk assessment. The hazards and risk controls must be generic and consistently applied across the contract and geographical locations. Whilst generic risk assessments may be acceptable as a basis, the following must be adhered to:

- Generic risk assessments are checked to ensure that all significant hazards are considered, and the generic risk controls are adequate for the task, location, environment and people doing the work.
- The workforce and contractors are trained to review generic risk assessments and confirm that the risk controls are adequate.

- Where additional hazards exist, not already documented on a generic risk assessment, these are documented on site, along with any additional risk controls required.
- Contractors have a procedure in place for monitoring compliance with the documented risk assessments.

Contractors will be monitored through a programme of site health and safety inspections and audits. If contractors are found to be using inadequate generic risk assessments, i.e. ones where all relevant hazards and risk controls have not been addressed, an investigation will take place and the contractor may be stopped from working until suitable and sufficient risk assessments can be evidenced.

4.05.2 Safety method statements

When safety method statements are required, Linc's Health and Safety Manager will confirm the required format and content. As a minimum, all safety method statements must include the following information:

- Contractor contact details and emergency contact details for supervision and management.
- First aid / local hospital details.
- Welfare arrangements.
- A description of the work.
- Sequencing of the work – order of tasks to ensure low risk to safety and health.
- Resources (operatives, plant and materials).
- Competency/certification of those undertaking the work.
- Safe access and egress to working area.
- Hazardous substances (COSHH if applicable) and personal protective equipment.
- Special considerations, for example;
 - Services (electrical, water, gas, communications cables etc)
 - Occupied premises / tenants / public.
 - Contaminated ground.
- Protection of the public and other contractors.
- Any site-specific rules (e.g. need for confined space RAMS or tenant access arrangements).
- Security – method for reporting to Linc's representative.
- Confirmation of who the method statement has been submitted to and approval signatures.

4.06 Electrical plant

The contractor's employees/subcontractors shall not enter any switch room or similar area without permission from an appropriate manager in the Linc Asset Management Team, who will specify the nature and extent of the work and ensure that appropriate risk assessments and method statements (RAMS) are in place prior to access being granted.

4.07 Underground/overhead services (method statement required)

Contractors engaged in operations where underground or overhead services may exist, must take adequate steps to locate, identify and mark such services. Relevant precautions (within HSE guidelines) must then be taken to prevent injury or damage to person or property.

Linc's Senior Asset Management Manager or Asset Management Team is to be contacted when a contractor or contractor requires information about services.

4.08 Noise and vibration

The Noise at Work Regulations impose limits on exposure time of employees to harmful noise. The duty is on the employer of the employee exposed. It is essential, therefore, that when any operation of the contractor is likely to expose any employee on-site to an average noise level of 80db(A) or above, that assessments are carried out and findings acted upon.

In addition, noise must be kept to a minimum at all times and must not exceed acceptable or locally specified rules or any conditions relating to noise imposed by the contract. Due regard must always be given to noise levels, permissible times for noisy work, and other restrictions which may be imposed by Local Authority Environmental Health or Planning Officers.

Any items of particularly noisy work shall be brought to the attention of the Linc representative and any staff working within any adjoining areas who may also be affected. This should be addressed prior to the contract commencing.

When hand held vibratory power tools, equipment and plant are used, without suitable controls, there is a possibility of persons using these tools and equipment on a regular basis contracting "hand-arm vibration syndrome" (HAVS) commonly known as vibration white finger (VWF). When this equipment is used, the risk assessment should detail what controls are in place to reduce the risk of injury.

4.09 Explosive or radioactive materials

Under no circumstances will explosives, explosive devices or sources of ionising radiation be allowed on Linc property without written consent (minimum 14-day notice). Any Contractor using such materials will be required to prove their competence in the use of such material and provide details to Linc of their competent person for the project. Storage will not be allowed under any circumstance on Linc property. No radioactive sources must be brought onto Linc property without prior approval.

The removal of any radioactive smoke detectors shall be brought to the attention of the Linc representative, who shall arrange an area for temporary storage and inform the Asset Management Team to arrange for satisfactory and safe disposal of the redundant equipment.

4.10 Operation of plant

No employee of any contractor should operate tools or plant unless they have been adequately trained and are competent in their use (certification may be requested). No employee shall operate another sub-contractor's plant without the authority of the owner/hirer who will first ensure the competency of that employee to operate that item of plant.

Where plant and equipment are hired, evidence of maintenance and testing must be available for inspection. Plant and tools must be suitably and securely stored with consideration given to preventing unauthorised access and use.

4.11 Asbestos

Information regarding asbestos containing materials at Linc properties is stored on an electronic system known as LifeSpan. Contractors will either be given direct access to this information or provided with the information where access is not possible.

Prior to starting any work, contractors must consider asbestos information held on the property when there is a likelihood that asbestos may be disturbed.

If accidental disturbance occurs or where a material suspected as being asbestos is found the work activity must cease immediately and the Linc representative and Health and Safety Team must be informed without delay. Licensed asbestos works will only be carried out under the control of the Linc representatives, who will select suitable contractors.

For all demolition and refurbishment work, the appropriate asbestos survey will be undertaken. Before work commences, contractors must ensure they have written survey reports on site. Under no circumstances is verbal communication of asbestos findings acceptable, even if no asbestos is found on the survey. Contractors must ensure that their employees have had suitable asbestos awareness training.

4.12 Housekeeping

All contractors must keep materials and tools in an orderly fashion and in the place designated. Any debris or waste arising from the works on-site must be cleared away as soon as is reasonably practicable to the designated area. Any waste not removed to a designated area or disposed of may be cleared by Linc and the cost charged to the contractor or debited to the account of the contractor.

4.13 Fire precautions for contractors

There is an obligation on Linc under various pieces of statutory legislation to achieve and maintain an acceptable standard of fire precautions within the premises for which they are responsible. This responsibility extends to ensuring that contractors are made aware of their responsibilities whilst working on-site and within Linc buildings.

4.13.1 General Fire Precautions

1. If a contractor discovers or suspects a fire, they must raise the alarm by operating the nearest fire alarm point. If in any doubt that the alarm has been raised, dial 999 and alert the fire service.
2. If a contractor hears the alarm, or after actuating a fire alarm call point, they must evacuate the building by the nearest exit. Even if the alarm has been activated as a result of your activities, for example, by sparks, fumes, or accidental cutting of alarm cables, then you must still evacuate the building.
3. Contractors staff shall not re-enter the building following an incident involving fire until told it is safe to do so.

4.13.2 Fire - Before Commencing Work

1. Contractors must ensure they are familiar with the route of escape (including the alternative routes) from the area they are working. Consideration must be given to the fact that the work area may be in a basement/roof voids or similar area where the route is confined or partially restricted.
2. Contractors must locate the nearest break glass alarm point to the work area. If this cannot be found contact the Linc representative for the project who will give detailed instructions on the method to be used in raising the alarm.
3. Contractors must locate the nearest source of any firefighting equipment within buildings.

4.13.3 Fire - General Rules to be followed

Works carrying a high fire risk shall not be commenced without the prior written approval of the Health and Safety Officer. A suitable and sufficient set of risk assessments and method statements (RAMS) must be agreed prior to the commencement of any such works.

If work is to be carried out in areas which necessitate the temporary closure or restriction of designated exits (even for short durations) or escape routes, the contractor must bring this to the attention of all persons using the area and an alternative route must be clearly marked before the work commences.

The local Linc representative must be informed in these circumstances. Where there is any doubt, contractors must contact Linc's Health and Safety Officer or Manager for further advice.

The correct storage and use of materials plant and machinery used during the contract, will be the responsibility of the contractor. The contractor (or any subcontractors) will ensure that:

The following is to be strictly controlled:

The use of equipment or materials and the carrying out of processes which could cause a fire to be started or increase the severity of a fire must be strictly controlled and documented in the contractor's RAMS.

All equipment utilising a naked flame must be turned off or disconnected after use on every occasion.

Before commencing any work involving a naked flame/sparks etc, the contractor shall ensure that the fire control procedures have been followed and RAMS have been approved by Linc's Health and Safety Team.

Note: All works that involve the use of welding gear, blow lamps or other plant using naked flames **must cease at least one hour before leaving site** and a thorough check must be conducted of the area before leaving site.

Any use of flammable or toxic chemicals and gases is to be in strict accordance with and only as per the manufacturer's instruction and conditions of use. All such materials are to be kept in the correct containers and stored securely when not in use.

Smoking is forbidden in all of the Linc buildings (areas by notices or special directions).

Welding or burning shall not be carried out without the authority of Linc.

All containers containing flammable gases shall either be stored in an area suitably designed to minimise any risk of combustion or removed from the site each day after use.

4.14 Working Areas

Apart from access, contractors must not venture from their designated working areas. Access to the work area should be suitably protected from tenants/residents and others.

4.15 Services

No connections may be made to electricity, mains gas, compressed air, steam, water or gas bottles without the authorisation of the contract representative from Linc asset management team.

4.16 Excavations

Before the commencement of any excavation works Linc require a method statement and site-specific risk assessment (RAMS) which must be approved.

4.17 Compressed gas cylinders

Contractors shall:

- (a) Make adequate arrangements for the safe custody of all their cylinders.
- (b) Not store cylinders in cabins.
- (c) Take note of the precautions issued by manufacturers and those published in HSE Guidance Notes.
- (d) Ensure that local fire and emergency plans consider the location and storage of any gas cylinders.
- (e) All redundant cylinders must be removed from site.

4.18 Working on roofs and working at height

All work carried out at height and on roofs must comply with the requirements of The Work at Height Regulations 2005. Suitable risk assessments and method statements (RAMS) must be completed prior to the commencement of works. Linc has a working on roofs authorisation permit scheme in place. An access request form needs to be submitted for all roof work and signed by an authorised Linc employee before access is granted. (Appendix 3)

Information about the type of roof and any known specified risks should be ascertained and suitable working methods employed which consider:

- the location and working environment,
- safe access, egress and working methods,
- suitable work equipment,
- protection from falls and falling equipment,
- communication and emergency procedures, and
- any other requirement made under The Work at Height Regulations 2005 or relevant industry guidance.

This information should be provided to the Linc representative prior to commencement of works.

4.19 Scaffolding

All independent and tower scaffolds for access and material handling purposes shall be erected in accordance with relevant British Standards for temporary works equipment, scaffolds – performance and general design and where applicable NASC TG20:13 Good Practice Guidance for Tube and Fitting Scaffolding

All scaffolding shall be erected only by trained and authorised competent persons. Evidence of competency must be available for inspection. Where scaffolding work is subcontracted, the principal contractor to Linc must ensure that all the controls in this procedure, British Standards and other codes of practice/guidelines are strictly adhered to.

Any scaffold which remains erected for more than one week must be inspected at least once per week and after bad weather or any other occurrence which may have an effect on strength and stability. The inspection is to be carried out by a competent person and a register of such inspection(s) to be retained on site for inspection by Linc and representative personnel.

Suitable methods must be employed to prevent unauthorised access to scaffolding.

4.20 Electrical / mechanical equipment controls access

The Contractor shall not touch any equipment if a hazard/no unauthorised access notice is attached to any electrical/mechanical equipment or plant room. If the contractor is expected to work on the equipment, then they must contact the asset management team before work commences.

Where 'locking off' arrangements are in operation these shall be in accordance with the HSE guidance and the Electricity at Work Regulations. Arrangements for isolation shall consider as a minimum:

- Testing to ensure all power sources (including retained mechanical as well as electrical energy sources) are isolated.
- Testing of power source/electrical testing equipment 'live' to ensure that testing equipment is functioning correctly.
- Trying/testing controls for function to ensure that they are isolated.
- Lock off and notices applied so only the person undertaking the work can release any final lock/notice.
- Completion of work documentation and clear on-site 'live' and 'dead' information folders.

Where any controls are in place either under the control of Linc or a principal contractor, they shall be audited on a sample basis for compliance.

4.21 Lone working

Contractors should ensure that if working alone on Linc premises they have suitable controls in place for the safety of the lone worker (this includes the self-employed). Employers are responsible for their employees' safety. If you are a sole trader, you should make arrangements with the Linc representative in terms of what cover you require.

All contractor personnel must sign in either on site or remotely if out of hours to ensure that time at the location is logged and closed out. Where approved, a contractor may have their own lone working and signing in arrangements. They still need to ensure that Linc is aware of their attendance at a scheme or building.

4.22 Protection of persons other than your own employees

In addition to having suitable controls in place for the safety of your employees, contractors must ensure the safety of all persons on Linc controlled premises while undertaking work activities. Controls are to be in accordance with HSG151 “Protecting the Public”. It should be noted that on Linc premises there may be vulnerable persons living. Therefore, it is essential that all protection measures take account of the occupants and users of the premises and all relevant safeguarding protocols must be followed. This can be confirmed with the Linc representative.

4.23 Welfare

Provision of suitable welfare facilities should be provided by the contractor applicable to the work activity. These must fully comply with the requirements of The Construction (Design and Management) Regulations 2015.

It is unlikely that the use of a temporary (festival-type) toilet will be adequate on its own to comply on notifiable CDM projects.

Depending on the nature of the property scheme or office, there may be local welfare arrangements that can be used by contractors such as communal facilities or void properties. The local Linc representative should be referred to in each case. Welfare arrangements must be confirmed at the work planning stage.

4.24 Control of pollution

Contractors may not deposit any waste, chemical or any other substances whatever into the drains or refuse disposal containers on Linc premises, unless express permission has been given by the asset management team. Any toxic substances shall be collected and stored separately whilst on site and the disposal arranged in accordance with the appropriate regulations or in agreement with Linc H & S Advisor. A record of any such disposal, including the name and address of any disposal contractor, the date when the disposal and quantity of substances disposed of, shall be kept by the contractor. All copies of waste transfer notes and documents shall be kept for inspection by Linc personnel.

4.25 Cartridge operated fixing tools

Cartridge fixing tools are not be used on Linc premises without the prior permission of Linc’s Health and Safety Officer. PM14 “Safety in the use of Cartridge Operated Fixing Tools” should be referred to if the use of cartridge operating fixing tools is approved.

4.26 Flammable materials

Details of flammable materials used on site should be provided to the Linc representative. Storage arrangements of any flammable materials must be agreed prior to commencement of works.

Suitable precautions need to be taken when the contractor is working with flammable materials. Further information can be found in 4.14

4.27 Control of substances hazardous to health (COSHH)

Where harmful substances are used the following applies:

- COSHH assessments must be on site and adhered to.

- Consideration of the building occupiers should be made regarding any fumes that may extend beyond work area boundaries.
- Evidence that workers are not being exposed to levels exceeding the occupational exposure levels (OEL) stated on the assessment sheets should be available for inspection.
- Suitable emergency arrangements must be in place which include first aid personnel and equipment and measures for dealing with spillages or unintentional release of materials.

4.28 Incident /Accident reporting

The contractor shall record all accidents and incidents, which arise out of the contract works on Linc property. The Contractor shall keep these records for the minimum statutory time period and shall provide copies of accident forms and accident statistics to Linc on a monthly basis, or immediately for any incident with actual or potential serious outcome (lost time injury or near miss).

The contractor shall notify the relevant health and safety enforcing authority within the statutory time periods of any injury, dangerous occurrence or disease which is reportable under the current Reporting of Injuries, Diseases and Dangerous Occurrences Regulations arising from activities under their control. Copies of any such reports are to be provided immediately to Linc health and safety team in asset management.

The contractor will advise the local Linc Asset Manager of any reportable or nonreportable accidents at the periodic performance meetings. Each accident or incident report shall include an investigation report and where applicable recommendations to prevent reoccurrence.

4.29 Redundant mechanical and electrical site services

To reduce the risk of injury/incidents during refurbishment the following procedures will be adhered to as defined in the responsibilities given below, set out for each party (employer/contractor):

- a) The contractor shall, as part of the contract works, ensure that prior to any works commencing a detailed survey of the area of the building identified for refurbishment carried out to ensure that all services have been correctly identified and marked. This will require a risk assessment and safety method statement being prepared by the contractor and being agreed by Linc asset management team representative before the survey work commences.
- b) Only suitably qualified and competent technical staff (NICEIC/Gas safety register etc) working on behalf of the contractor shall carry out the identification of the services. Services that cannot be clearly identified and their source of supply confirmed must be brought to the attention of the Linc asset management team representative, who shall instruct the contractor on how to proceed.
- c) Linc shall, on receipt of information from the contractor of redundant services being present within a scheme either, instruct the contractor tasked with carrying out the scheme to undertake the removal of the redundant services or, alternatively, appoint and brief another contractor to carry out this work, having ensured that they have passed all appropriate approvals.

4.30 Personal Protective Equipment (PPE)

The Personal Protective Equipment (PPE) at Work Regulations 1992 requires contractors to assess the risks and the PPE they intend to use to ensure that it is suitable. Contractors are therefore required to ensure that equipment is maintained in a clean and serviceable condition, is replaced when damaged or lost and is properly stored when it is not being used. In addition, specialist suppliers and contractors are to ensure that the equipment is properly used and give training, information and instruction to their employees on how to use and look after it.

Contractors will:

- Provide all suitable PPE required by their employees in order to carry out work safely.
- Ensure that all PPE provided complies with statutory requirements and appropriate British Standards.
- Ensure that employees use PPE provided, both to protect themselves from injury or ill health and to comply with statutory requirements, RAMS, and accepted working practices.
- Wear safety footwear with toe protection at all time when working at Linc sites.
- Wear hi visibility clothing when working in areas where there is potential for vehicle movements.
- Be required to remove from the workplace any employee who fails to wear PPE when so required.
- Where communal PPE is used, for example body safety harness equipment, provide it to the appropriate British Standard, give training for its use, make available appropriate test certification and maintain it in a serviceable clean condition.
- Ensure that employees are aware of and comply with rules concerning the use of PPE in specified areas

4.31 CDM Requirements

The Construction (Design and Management) Regulations 2015 (CDM 2015) came into force on 6 April 2015, replacing CDM 2007.

If works fall within the remit of the CDM regulations then there must be full liaison with the relevant Linc Representative to ensure that all of the requirements of the regulations are met, from confirming duties through to the completion of the health and safety file.

Linc will provide appropriate Pre-construction information (PCI) which is proportionate to the works proposed to be undertaken. A copy of Linc's PCI template is provided in Appendix 2.

5.0 Specific guidance references

Health and Safety Guidance specific to work activities and process changes regularly. The Health and Safety Executive (HSE) website is the preferred resource for unrestricted access to key health and safety information and guidance.

Contractors are expected to have access to competent health and safety advice and to be familiar with these sources of guidance.

The Health and Safety Executive (general): <http://www.hse.gov.uk>

The Health and Safety Executive (Construction): <http://www.hse.gov.uk/construction/index.htm>

CITB: <https://www.citb.co.uk/health-safety-and-other-topics/health-safety/construction-design-and-management-regulations/>

Planning Portal: online planning application and building control information:
<https://www.planningportal.co.uk/>

6.0 Key Contacts

Health and Safety Contact: Health & Safety Team, Linc Cymru, 387 Newport Road, Cardiff, CF24 1GG

Health and Safety Manager: Jonathan Watson - Email: jonathan.watson@linc-cymru.co.uk

Health and Safety Officer: TBC

Appendix 1 - Health and Safety Standards Acceptance Form Linc Cymru: Contractor Standards- Physical Works

Health and Safety Standards Acceptance Form

This form must be completed and signed by a contractor representative prior to undertaking any construction, maintenance or other similar works on premises managed by Linc.

I/We have received a copy of Linc Cymru: Contractor Standards- Physical Works

I/We have read and understood the Guidelines and briefed our employees on the contents and requirements of the Guidelines.

I/We agree to comply with all the current legislation governing construction works and associated activities and **specific rules and procedures detailed within the Guidelines**.

I/We understand that any contravention/breach of relevant Health & Safety legislation and the **specific rules and procedures detailed in the Guidelines** may lead to termination of the contract and removal from the approved list of contractors.

Signed:	
Name:	
On behalf of (company):	
Company address:	
Phone:	
Email:	
Postcode:	
Date:	

The completed form should be sent to **complianceamt@linc-cymru.co.uk**
TBC

Appendix 2 – PCI Template

Pre-Construction Information (PCI)

A copy of this form should be provided to the Contractor at TENDER stage (where feasible). It aims to highlight "significant" risks originating from Linc premises or processes that the contractor may encounter during the work. It provides outline controls to mitigate these risks and directs them to more specific guidance covered in Linc's Contractor Standards Document where applicable.



Asset Management Team Check Sheet for conveying "significant or unusual risks" to contractors acting as Principal Contractors to be completed by Asset Management Team representative for planned works, prior to work commencing.			
Contractor Company Name:		WO Number:	
Work location:			
Brief Description of Work:			
Local/Site Contacts:			
Linc Representative:		Contact Details:	
Drawing reference:		Specification document reference:	
Works start date:		Expected finish date:	
Working hours (start):		Working hours (finish):	
Site Address:		Area on site to be worked on:	
Asbestos Information:	Details of asbestos surveys can be found through LifeSpan system		
Security / Segregation Requirements:			
Contract Manager & Date	Name..... Date.....		

1	Health Hazards relating to Linc building(s)/process(es)	Y	N	N/A	Outline Controls / Ref to Contractor Standards Doc
A	Potential for encountering Asbestos Containing Materials				Asbestos Awareness Trained Operatives to be used. Checked that contractor has access to asbestos register through LifeSpan. Work planned to avoid any contact with/disturbance of asbestos. (.....)
B	Potential for encountering Biological Hazards, e.g. contact with sewage (plumbing and drainage works), animal waste, etc				Consider welfare facilities, need for vaccinations, symptom cards, good hygiene and PPE etc Handover / decontamination Certificate to be completed and handed over (.....)
C	Workplace temperature likely to cause discomfort or health risks (hot and cold) due to weather or building e.g. plant rooms				Consider reducing / Isolating heat source, regular breaks, provide fluids, forced ventilation, warm weather clothing etc.
D	Welfare provision				
2	Workplace Hazards	Y	N	N/A	Outline Controls / Ref to Contractor Standards Doc
A	Risk of a significant fall within immediate vicinity of works.				Consider fixed edge protection, man-safe systems, safety netting etc
B	Overhead obstructions with potential to cause head injury, e.g. low beams, low cable trays, pipe-work etc.				Consider increasing lighting levels and providing head protection etc
C	Electrical hazards within immediate locality (including overhead cables).				Refer to Linc's Contractor Standards document. For specialist advice, review drawings, consider isolations
D	Other live services e.g. gas, steam, data, redundant services should be anticipated.				Refer to Maintenance/Compliance Officer for specific advice, review drawings, consider isolations.
E	Works include the need to enter a Confined Space.				Confined Space Trained Operatives Required / Permit Required
F	Equipment in vicinity presents a risk of injury from hot/cold surfaces.				Consider isolations, providing physical protection, provision of information, PPE etc
G	Poor lighting levels should be anticipated within planned work area.				Consider provision of task lighting etc
H	Works likely to require specialist access equipment.				Evidence of Operator Competence will be required. If scaffolding is used handover inspection and TG20 compliance sheets required
I	Significant Manual Handling Risk may be present (in terms of building e.g. lift unavailable, lay down areas at a distance from work area)				Consider mechanical aids, split loads, tasks lifting etc.
J	Fragile materials / surfaces within vicinity of works				Physical barriers required and supervision.

3	Third Party Hazards	Y	N	N/A	Outline Controls / Ref to Contractor Standards Doc
A	Area liable to be Occupied by Tenants / Residents / Members of the Public / Staff (Please state)				Ensure RAMS consider physical segregation, possible out of hours work, point of contact information etc
B	Does this site require contractors to visit in pairs or more?				
C	Other contractors known to be working in immediate vicinity.				Consider liaison meetings and potential impact resulting from each other's work etc
D	Vehicles Operating within the vicinity				Hi visibility clothing, physical segregation, provision of information, Banksman etc
E	Machinery operating within the vicinity				Access authorisation required, safe isolations, physical separation, provision of information etc
4	Fire & Emergency Hazards	Y	N	N/A	Outline Controls / Ref to Contractor Standards Doc
A	Work may or will impact on fire escape routes, (liaise with building or scheme manager and Linc's Health and Safety Officer)				Liaise with Linc's Health and Safety Officer.
B	Works will involve hot works				Trained Operatives and pre-approved RAMS required
C	Fire detection devices are located within the area (consider need for temporary isolations - - Liaise with Linc's Health and Safety Officer).				Info regarding isolation to be displayed at fire alarm panel.
5	Any other Issue	Y	N	N/A	Outline Controls / Ref to Contractor Standards Doc
A	Lone Working permitted				Consider man down radios, routine phoning in etc.
B	Subcontracting Permitted				Contractor is responsible for his appointees - evidence of competence required. Subcontractor induction and supervision required.
C	Vehicle parking/deliveries Provision (please state)				Parking be agreed with the contract manager
D	Material Storage Provision (please state)				Material storage area to be agreed with the contract manager
E	Waste Storage Provision (please state)				Skip location & protection to be agreed with the contract manager
F	Any other matters relating to design and construction health or safety hazards				
G	Structural Engineer information required				
H	Tree preservation orders				

DOCUMENTATION INCLUDED	Yes	No
Linc - Contractor Standards Document		
Is there an existing H&S file prepared under the CDM Regulations (1994, 2007 or 2015)?		
Relevant information from existing health and safety file which should be included in the PCI? Relevant Information from any existing H&S File (please specify)		
•		
•		
•		
•		

Appendix Three – Linc Access Request Form - Roofs

Prior to entry on to the roof of Linc Extra Care or Linc Nursing Homes, this Access Request Form - Roofs must be authorised by maintenance officer or health & safety officer.. Where roof access is approved, the contractor is responsible for working in a safe and considerate manner. Unless pre-arranged, all personnel accessing the roof must keep a minimum of 2 metres away from all roof edges.

INSTRUCTIONS TO CONTRACTOR/VISITOR

The Contractor will at all times:

- Present an up to date site specific induction certificate and sign in at security.
- Carry a mobile phone
- Wear hi-vis clothing as required by Risk Assessments
- Work alone **only** when authorised by Linc and further controls have been agreed
- Ensure work is carried out in such a manner that it will not endanger people or cause damage to the equipment/building
- Cordon off the work area with warning signs/ribbon/tape
- Maintain good housekeeping at all times
- Dispose from site immediately, all debris generated
- Utilise RCD protection for all electrical works
- Utilise appropriate fall protection system/device where works occur within 2m of the roof edge
- Present a "Working At Heights" - Rescue Plan, for all works within 2m of the roof edge and utilising a fall arrest system **(fall-restraint systems to be used unless there is no alternative)**
- When the roof task is complete return any issued keys, pass cards, risk assessments, roof map, or permits (daily).
- Comply with all current safety requirements (Works on Roof Procedure & Extra Care Scheme Access and working on roofs)

CONTRACTOR ACKNOWLEDGEMENT

I will comply with the above conditions at all times.

I have read the site's Work on Roof Procedure and have provided Linc with a set of RAMS for the work. I understand the hazards associated with working on the scheme's Roof.

I am aware of the risk controls that are in place and I have been given the opportunity to consult with Lincs representative.

I have also verified to Lincs representative that all relevant licenses are held by all conducting the work.

Signature of Contractor(s) / Visitor(s): _____

CONTRACTOR INFORMATION (attach separate sheet if more space required)	
Name of Company . _____	
Name of ALL persons requiring roof access: _____	
Description of work required: _____	
Time of Work: Commencement: _____ AM _____ PM Date ____/____/____	
Name of Linc staff or their Nominee	Signature

CONTRACTOR TASK CHECKLIST			
Ladders <ul style="list-style-type: none"> Rails, rungs, steps, ropes, stays, braces, hinges and feet all checked and OK <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Only to be used for access Platform ladders to be used for work platforms 			
Roofs <ul style="list-style-type: none"> Safety harness used <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Perimeter protection in place <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A 			
Scaffolding <ul style="list-style-type: none"> Designed, constructed and examined in accordance with statutory regulations <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Copy of examination report held <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A 			
Heights <ul style="list-style-type: none"> above 2m, safety harness/lifelines used and anchor points condition checked <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A 			
Rescue Plan* <ul style="list-style-type: none"> Working at Heights rescue plan <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A *Note that these are particular to Fall Arrest systems – not Fall Prevention systems. And Rescue Plan tested 			
SAFETY CHECK LIST			
1) - Contractor at all times will ensure and comply with all relevant safety requirements (Work on roof procedure) <input type="checkbox"/> Yes <input type="checkbox"/> No			
2) - Ensure work is carried out in such a manner that it would not endanger people or cause damage to the equipment/building <input type="checkbox"/> Yes <input type="checkbox"/> No			
3) - Has the area been cordoned off with warning signs/ribbon/tape <input type="checkbox"/> Yes <input type="checkbox"/> No			
4) - Maintain good housekeeping at all times <input type="checkbox"/> Yes <input type="checkbox"/> No			

5) - Debris generated must be disposed of from off the site immediately <input type="checkbox"/> Yes <input type="checkbox"/> No
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SCHEME CHECKLIST			
Induction			
• Has the contractor been shown the fire procedures and roof access points? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A			
Roofs			
• Has the contractor seen and read the Work on roof procedure <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A			
First Aid			
• Do contractors have access to an appropriate First Aid Kit <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A			
• Are contractors carrying a first aid <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A kit for major works			
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A			
• Is there a qualified first aid person in attendance			
COMPLETION OF WORKS			
• Time of Completion	<input type="text"/>	<input type="text"/> AM / PM	<input type="text"/>
• Contractor Signature	<input type="text"/>		
• Scheme Signature	<input type="text"/>		



Contractor code of conduct

HOW CONTRACTORS ARE EXPECTED TO BEHAVE

- Contractors should never enter a property unless there is an adult present
- Contractors should always park legally and make sure that access to the tenants' and neighbouring homes are free. If necessary to block access, permission should always be sought first.
- Contractors must carry and show ID at all times. If a contractor turns up at a tenant's property without ID, he will be expected to collect it immediately and return to do the same job.
- Contractors should be polite and courteous at all times. Any remarks or innuendos made on the basis of race, gender, disability, age, religious belief or sexual orientation will not be tolerated. This will not be tolerated by Linc Housing Association and the employer will be contacted and an investigation by Linc Housing Association will be instigated
- Contractors should avoid the following:
 - Smoking in peoples properties
 - Rudeness
 - Excessive noise, including the use of radios, etc
 - Over familiarity
 - Arguments
 - Using bad language – this should be especially be borne in mind when contractors are working with other colleagues on a job
- Contractor's general appearance should be clean and presentable.
- Boots should be wiped clean before entering a property.
- Mandatory PPE to be worn at all times: High Visibility Jacket or Vest and Safety Footwear
 - Task Specific PPE to be worn as detailed out in the contractors RAMS
- Site Induction completed by the contractor for employees



TENANTS AND LEASEHOLDERS PROPERTY

- Furniture and floor coverings should be protected by clean dust sheets as necessary. Whilst contractors will try and assist the elderly or disabled to move large items of furniture to allow access to a repair, tenants are generally expected to do this. If breakable or valuable items are present the contractor should ask the tenant to move them to a safe place.
- Contractors should always obtain permission from the tenant before using facilities such as a toilet or hand-washing. Contractors should always advise the tenant if an accidental breakage has occurred. Please don't leave the tenant to discover what has happened afterwards.
- Damage to plants/trees etc should be avoided as far as possible. If some damage is inevitable, this should be discussed and agreed with the tenant.

BASIC SAFETY AND SECURITY MEASURES

- Any plant or material should not be left in a dangerous or inconvenient position in or around the property, and agreement should be reached with the tenant on the placing of any such items. Any ladders left overnight should be left securely by covering with a scaffold board and tying or chaining together.
- If during the course of works the property is in an unsafe condition, then the contractor must ensure that adequate warning is given. Obviously particular attention needs to be given if young children or disabled/elderly people live in the property. Safe access should be maintained at all times.
- During the course of works the tradesperson is expected to use his own tools and ensure they are safely stored whilst not being used.
- Old material and rubbish should be removed regularly and no rubbish left on the site following completion of the works.
- Toxic materials should be kept safely and not left at the site of work overnight. If there are children at the property contractors should be especially vigilant to the safety risks.
- Should it not be possible to complete the work on the day, the contractor is required to ensure that the property is safe and secure and that loose materials are not left in the house. The property should be left habitable overnight and at weekends.
- If parts are required for a job and these are not readily available, the tenant should be advised that this is the case and given some indication of the time-scale. Obviously, it may be necessary to make new access arrangements then or at a later date.



THE QUALITY OF WORK THAT IS EXPECTED

- Before leaving the property, the contractor should do the following:
 - Ensure that the tenant is satisfied with the quality of work.
 - Tidy up and remove all rubbish from the site.
 - ✦ Ensure that the property is secure.
- Always reconnect any electricity, gas and water supplies and check they work before leaving.
- For a variety of reasons peoples home standards vary. It is however necessary for the quality of work to remain high irrespective of the general state of the property.
- Apprentices or trainees should not undertake work unless accompanied or supervised by an experienced or qualified operative.

WHAT IS EXPECTED OF TENANTS

Although most of this guidance applies to contractors, they would ask in return tenants should give similar courtesy and respect to anyone working in their home and to consider the following.

- Ensure that dogs are locked away when trades-people are on the premises.
- Trades-people should be given a clear, clean area in which to work.
- Tenants should ask for ID, before allowing access.
- Children should be kept at a safe distance especially if dangerous tools are being used.

SUMMARY TO BE CARRIED OUT BY TRADES PERSON

Linc Cymru Housing Association expects as a condition of the contract that contractors will carry with them at all times a card with the following information on it.

- Treat the tenant's home with respect and be polite and courteous at all times.
- Before entering the home introduce yourself and show ID.
- Do not enter the home if there are no adults present.
- Ensure the tenant is satisfied with the work.
- Tidy up and clear away any rubbish.
- Ensure that property is secure.
- Always reconnect any gas, electricity supplies and ensure that they work before leaving.

Asset Management at Linc Cymru Housing Association can be contacted on telephone number 0800 072 0966

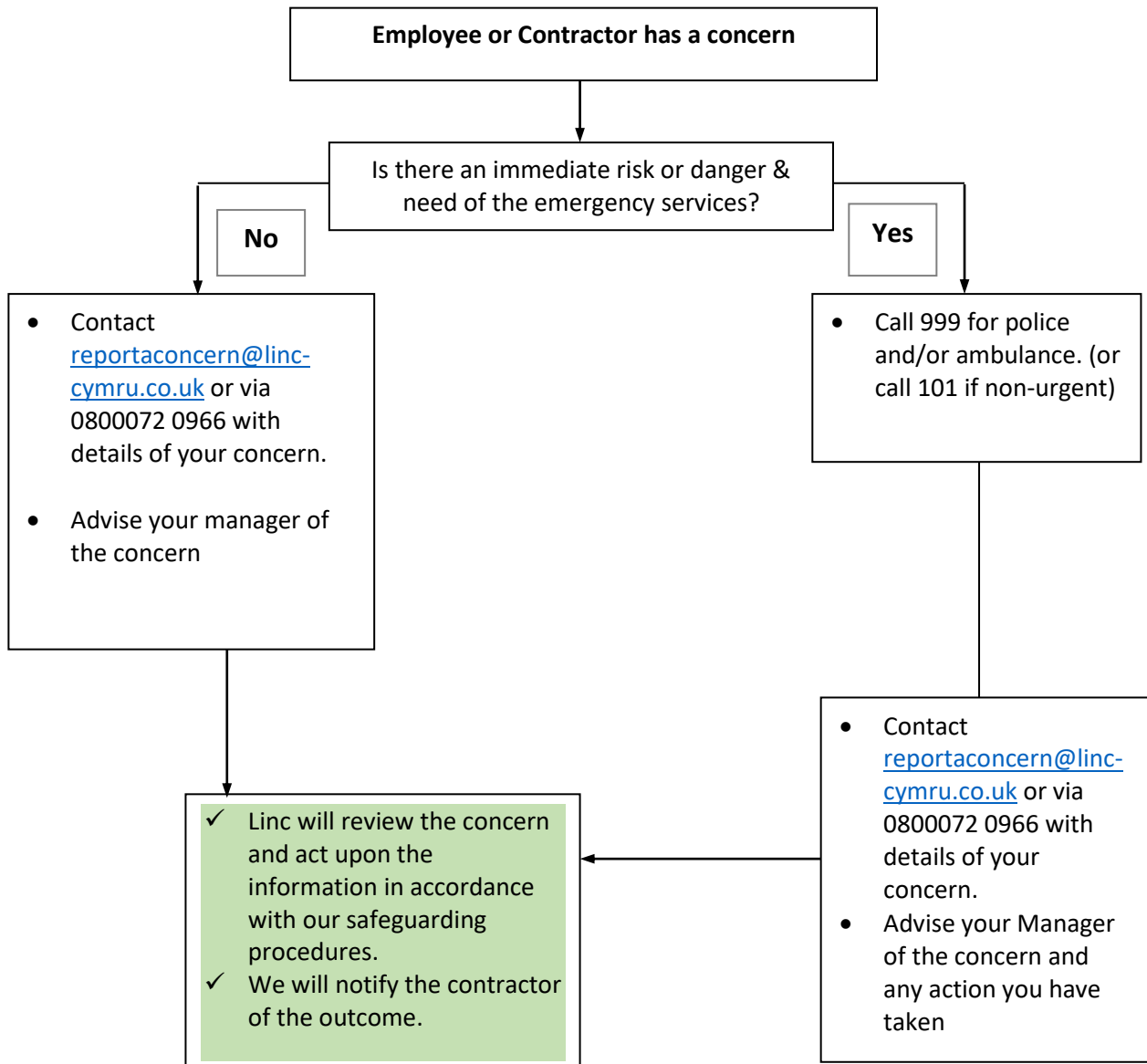
Appendix 05

Safeguarding

Report a Concern procedure

When visiting a tenant's home or working in our communities, if any of the below signs are seen, staff and contractors **MUST** follow this procedure:

- Any signs of abuse (adult or child): physical, emotional, psychological, neglect or domestic abuse. Signs could include lack of food/bedding/locks on bedroom doors/damage to property/controlling or unusual behaviour/physical signs/ unsupervised children
- Child or adult at risk, living in unhygienic conditions or where hoarding is an issue
- Capping the gas or repeated no access
- Drug activity or equipment, county lines activity e.g. Cuckooing, child criminal or sexual exploitation.
- Concerns of human trafficking or modern-day slavery
- Unmet care and support needs or unable to respond in an emergency
- Something just doesn't seem right



"Safeguarding is everyone's responsibility"



LINC-CYMRU HOUSING ASSOCIATION LIMITED

SAFEGUARDING POLICY – JOINT006

Objectives

Linc believes that adults at risk and children have the right to be protected from potential or actual harm or abuse and recognise that all staff and contractors play an important role in doing this. The objectives of this policy are to:

- Ensure that safeguarding is recognised as being everyone's responsibility and that all staff and contractors need to do all they can to ensure that children and adults at risk are protected from abuse.
- Help to stop the abuse of a vulnerable adult or child.
- Identify, reduce and prevent domestic abuse
- Establish common practice amongst staff for dealing with allegations and or incidents of abuse.
- Ensure that staff are informed and confident in the steps that should be taken if they have concerns with a child or vulnerable adult's welfare.
- Monitor how Linc recognises, responds to and prevents abuse.

Scope of this policy

This policy applies to:

Linc Homes (Tenants)
Linc Care – Independent Living (Tenants)
Linc Care – Nursing Homes, (Residents)

Legislative Context

The Social Service and Wellbeing Act 2015 introduced a strengthened, robust and effective partnership approach to safeguarding.

The act defines an "adult at risk" as an adult who:

- a) Is experiencing or is at risk of abuse or neglect
- b) Has needs for care and support (whether or not the local authority is meeting any of those needs; and
- c) As a result of those needs is unable to protect himself or herself against the abuse or neglect or the risk of it.

A child at risk is a child who:

- a) Is experiencing or is at risk of abuse, neglect or other kinds of harm; and

- b) Has needs for care and support (whether or not the local authority is meeting any of these needs).

The act defines abuse as, “Abuse is a violation of an individual’s human rights and is a criminal act. It may be a single or repeated incident of neglect or abuse. It may be physical, sexual, psychological, emotional or financial abuse and includes abuse taking place in any setting, whether in a private dwelling, an institution or any other place. It can be an act of neglect or omission to act or be the unintended result of a person’s actions. Self-neglect or self-abuse is a failure to provide for oneself, through inattention or inappropriate diversion of resources”

Adults and Children at risk are also at increased risk of exploitation.

There is a duty for Linc as a relevant partner of several different local authorities to report adults at risk or children at risk of abuse, neglect and exploitation in line with local Safeguarding Board requirements and the All Wales Safeguarding Procedures.

Linc is a registered provider of nursing home care and has a duty to report all safeguarding concerns to Care Inspectorate Wales in line with the statutory guidance supporting the Regulation and Inspection Social Care Wales Act 2016. Regulations 26 and 27 of the statutory guidance sets out the specific responsibilities of registered providers.

The introduction of the Violence against Women, Domestic Abuse and Sexual Violence (Wales) Act 2015 highlighted that the protection and wellbeing of adults and children experiencing the former should also be a core safeguarding priority.

The Violence against Women, Domestic Abuse and Sexual Violence (Wales) Act 2015 defines domestic abuse as “abuse where the victim of it is or has been associated with the abuser. This can be committed by an intimate partner, ex-partner, spouse, civil partner or family relative”. Abuse could be physical, sexual, psychological, emotional or financial. Controlling or coercive behaviour is also included as a purposeful pattern of behaviour which takes place over time in order for one individual to exert power, control or coercion over another.

The additional categories of abuse of Female Genital Mutilation, Femicide, Forced Marriage and Honour Based Violence are also included specifically as Violence against Women.

Principles

Safeguarding adults and children at risk involves ensuring that individuals are protected from potential or actual harm or abuse.

The Social Service and Wellbeing Act 2015 is underpinned by two key principles:

- 1) Safeguarding is everyone’s responsibility
- 2) A person centred approach

Linc believes that every individual has the right to live in safety and be free from abuse or fear of abuse from others. The nature of Linc’s work means that Linc staff will be caring for

vulnerable adults, and that both Linc staff and contractors will be working with or in contact with adults at risk and children in their homes. Linc has a zero-tolerance approach to abuse and will treat any allegations with high priority.

Linc has a duty to work closely with safeguarding agencies where safeguarding issues are identified, and to try and prevent abuse. Every local authority has a safeguarding team. Police can also be contacted where there is an immediate risk. Each staff member must report safeguarding concerns and to continue to work in partnership with safeguarding agencies, to ensure that children and adults at risk are protected from abuse, neglect or other harm.

Tenant's and resident's can approach Linc if they have concerns regarding an individual's welfare but they will also be advised they need to report their concerns directly to either the police or their local safeguarding team. Linc acts as a relevant partner to several different local authorities. As a result, there is a duty for employees of Linc to report adults and children at risk of abuse.

No single agency can have a full picture of an individual, so multi -agency collaboration is essential. Staff must refer and continue to work in partnership with other agencies to identify risk, prevent abuse from escalating and to help build a picture of an individual's circumstances and their needs.

Linc will raise awareness of types of abuse and exploitation that can occur and promote the protection and wellbeing of vulnerable adults and children. It will do this through their policies and practices and through staff training. Linc will also work alongside and promote preventative services which promote the wellbeing of vulnerable adults, children and families.

Expectation

Linc seeks to ensure a consistent approach to safeguarding by all staff when dealing with issues relating to the protection of adults and children at risk of abuse. Linc staff will follow the Wales Safeguarding Procedures 2019 which provide guidance to practitioners working in Wales to safeguard children and adults who are experiencing or are at risk of abuse, neglect or other kinds of harm.

In Linc's registered nursing homes staff will also comply with regulations 26 and 27 of the statutory guidance to the Regulation and Inspection of Social Care (Wales) Act 2016.

Linc expects all members of staff or contractors have a duty of care which requires them to report any safeguarding concerns at the earliest possible time. They should refer to Linc's safeguarding procedures for full guidance on how to do this.

All staff and contractors also have a duty of care to work in a co-ordinated manner with local safeguarding teams. In our registered establishments, staff and contractors should also communicate with a manager on site.

Linc recognise safeguarding arrangements should be underpinned by a person-centred approach which respects each person's culture, beliefs and language. Linc will aim to

support people to be part of decisions about their life where this does not increase the safety risk to any vulnerable adult or child. Safeguarding decisions should also consider the legal requirements of the Mental Capacity Act 2005.

Staff should also consider issues of Child Sexual Exploitation, Criminal Exploitation, Human Trafficking and Modern slavery under this policy.

Information Sharing

Safeguarding must be the first priority. Whilst staff have a duty of confidentiality and should seek to be transparent with people they work with, they also need to be aware of circumstances where they may need to share information. The Data Protection Act 1998 and General Data Protection Regulation 2018 allow for the sharing of information without consent in exceptional circumstance where it is shared to prevent abuse or serious harm to others. It should not be used as a reason for not sharing information. Section 115 of the Crime and Disorder Act 1998 allows Linc and its partners to share information for the purpose of preventing, detecting or reducing crime and disorder.

Training

Linc's Safeguarding policy and procedures and the key message, "safeguarding is everyone's responsibility" will be included to all new staff as part of their induction. Awareness will also be raised regarding Violence against Women, Domestic abuse, and Sexual Violence. All contracts where works or supplies are located within homes will include Linc's safeguarding policy and all contractors will be required to sign up to adhering to the policy as part of the tender process. Existing staff will be provided with regular safeguarding and domestic abuse training relevant to the requirement of their role within Linc. All staff working with vulnerable adults or children will be required to have a DBS check. All of our contractors working in our properties will also be required to have an organisational safeguarding policy.

Domestic Abuse Support

Linc recognises domestic abuse as a type of abuse which has an impact on adults and children. Linc does not tolerate domestic abuse and believes that every person has a right to be safe from fear and abuse in their own home. It recognises the damaging impact that domestic abuse has on the people and families it affects, and the communities they live in. Linc will provide a supportive, sympathetic, and practical approach when dealing with reports of domestic abuse and recognise that it can affect all genders. Linc's staff have a vital role in reduction and prevention and will collaborate with other agencies in their response. A multi-agency co-ordinated approach will help to identify, reduce and prevent domestic abuse, whilst ensuring the appropriate advice and support is provided and welfare and safety needs are met.

Whistleblowing

Linc promotes openness and transparency and encourages staff to raise any concerns they may have with a line manager or with the HR department. Where a staff member feels a matter is more serious or that the line manager or HR department have not or are unable to address the concern it should be reported to the Executive Director. Linc has a whistleblowing policy (HR02/04) which should be referred to for further information.

Monitoring

Regular reports regarding the implementation of this policy will be made to Linc's Board from the Safeguarding Group.

Equality & Diversity Statement

It is Linc's policy to treat all individuals fairly and equally and not to discriminate on the basis of an individuals' sex, sexual orientation, race, religion or belief, disability, or age, marital or civil partnership status, gender re-assignment status and pregnancy or maternity, (These are known as "Protected Characteristics").

Linc will treat all employees and potential employees with dignity and respect and will provide an environment free from unlawful discrimination, both direct and indirect, victimisation or harassment on the basis of any of the above Protected Characteristics.

Linc will not tolerate acts, which breach this policy, and all instances of such behaviour, or alleged behaviour, will be taken seriously, be fully investigated and may be subject to Linc's disciplinary procedure. This policy is equally applicable to individuals working at all levels and grades including Board Members, senior managers, officers, directors, employees, consultants, contractors, home workers, part time and fixed term employees, volunteers, casual workers and agency staff.

Linc will provide services to its residents, tenants, clients and any other party without any form of unlawful discrimination. Please refer to HR 01, Linc's Overarching Policy – Equality & Diversity and The Equality Act 2010.

Complaints

If a tenant is dissatisfied with any aspect of this policy, they should follow the Complaints Procedure. For more details, see Complaints Sub Policy (JOINT004), which is available on request.

Appendix 06



Your Guide
to Being a

Sensitive Contractor



Championing quality housing and
support for our ageing population

Contents

A guide for anyone who enters an older person’s home as part of their work.

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Introduction

The aim of this guide, produced by erosh originally in association with Ian Williams Ltd, is to prepare contractors for working sensitively in older people's homes in any setting e.g. sheltered housing, extra-care accommodation, private retirement accommodation or in their own owned homes.

In addition to a reminder about some general guiding principles when working in anyone's home, this guide covers a range of particularly age related issues you may encounter and offers best practice guidance to help you respond appropriately to individual needs.

This guide came about as a result of demand from erosh members for something they could give to you as contractors to make you better aware of some of the additional considerations when working in the homes of older people. Some of this is common sense but, as our members suggested, unfortunately not always common practice. We have therefore put together some practical tips and good practice guidance in a handy, user-friendly format to help you to make home improvements a positive experience for older people.

You can also achieve 'erosh *APPROVED*' status if your staff undertake training based on this guide. This will demonstrate to stakeholders that your staff are mindful of some of the particular considerations and are aware of how to engage with older people appropriately and sensitively.

Thanks to the following for their involvement:

Amy Boothman	Ian Williams Ltd
Catherine Hinton	The Building Futures Group (Sector Skills Council for Housing)
Cheryl Whittle	erosh trustee and WFHA
Diane Buddery	Skills for Care (Sector Skills Council)
Lois Nicks	erosh trustee and Housing and Care 21
Sue Baxter	Sitra



Rebecca Mollart, *erosh Chief Executive*



Championing quality housing and
support for our ageing population

As a contractor working in over 400,000 homes a year we know how important it is to complete work on time and to a high standard, but also sensitively. This is particularly important when working in older people's homes. There is a range of needs that may be encountered but little guidance is provided on the standards that should be followed by contractors. The information provided in this guide is relevant to all organisations, large and small, and for any service that may be provided. We are delighted to have been able to work with erosh and share our experiences and learning within this guide such that the quality of service provided by all contractors is enhanced.

Mike Turner, Ian Williams Ltd



1 Why be a Sensitive Contractor?

why?

Every person is different

What makes a home?

What is the impact of what I have just seen?



It is important when planning or delivering services, we respond to the needs of each person and everyone is treated according to their unique requirements

1 Why be a Sensitive Contractor?

Guiding Principles

Treat others as you would expect to be treated in your own home: Always be polite, courteous and treat everyone with dignity and respect.

Think! Behaviour and conduct should be guided by common sense. Don't make generalisations or assumptions about groups or individuals.

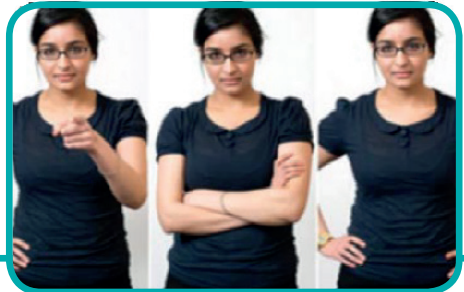
Ask: If you are not sure about anything just ask the customer. You are less likely to offend someone by asking, rather than making assumptions or guessing.

Adapt: Tailor the way you communicate to meet the needs of each customer. Ensure clear access when carrying out work and never leave any tools or equipment lying around if the customer has mobility issues.

Communicate clearly: Avoid using jargon, slang or terms of endearment when dealing with customers; what you say might have a different meaning to the other person.

Communicate effectively: It is not possible to anticipate every customer's needs but providing clear information about the work you will be undertaking and the time it will take will help customers identify any concerns before the work commences. Sometimes using visual material can help.

Some people use assistive technology to help them carry out day to day tasks. Bear this in mind if you need to interrupt the power supply at the property when carrying out work.



Signals – what could you be communicating by accident?

Finger pointing

Hands on hips

Crossing your arms

Sudden or quick movements with your arms

Rolling eyes upwards

Looking down on people

Frowning or scowling

(Being told off)

(Arrogant and unwelcoming)

(Defensive)

(Interpreted as an attack)

(Irritation or impatience)

(Belittling or implying stupidity)

(Unfriendly)

Keep everyone safe in accordance with relevant health and safety legislation applicable to your work e.g. Health and Safety at Work Act 1974.

2 Edie B's Story: A Customer's Perspective

Edie B is an older lady living alone in a ground floor studio flat in a complex. Her main living area is 20'x10', with a small kitchen and shower room. She suffers with health and mobility issues, has a cat and requires a carer. During the works, she accepts that there will be upheaval but is cooperative. Notice is vital for her to plan and adjust, and find space for everything in her small flat while the kitchen is emptied and the work takes place. With only two hours' help on a Saturday it seems an impossible task but one, along with her carer, Edie B is willing to embrace.

After a surprising message 'As you know you will be getting a new kitchen', the appointment for inspection is made **but an hour before the allotted time, I receive a phone call saying the inspection will take place at the same time next week instead.**

An unnamed man in a hi-vis jacket arrives with a young man in a familiar housing association suit with a tape measure. They squeeze into my house. I ask if the kitchen can be adapted to better suit my size and reach but I am told politely 'No', insinuating that the 'soon to arrive' next tenant may have different requirements. I manage to negotiate a few things to make better use of the space and improve facilities such as a standard cooker and washing machine, and reluctantly remove an unused and expensive to run water heater

– offering space for a third cupboard. **I am not allowed my choice of**

kitchen units, handles and decor – in case they do not suit the future tenant. I am told 'hi-vis' will be my liaison officer and he'll be in touch to discuss arrangements. **I am expected to empty the entire kitchen – housing my fridge and freezer in my living space, the cooker on my small table, and put washing up facilities in the shower** as there will be no hot water in the kitchen area.

I will be provided with boxes for storage, which he will deliver 2 weeks ahead of the work starting. They are going to be working from 8am – 5.30pm and the booklet suggests they prefer you stay in and be pleasant to their workforce while respecting their diversity. It can take me 10-20 minutes to wake up, getting out of bed is paced for balance readjustment and basics like trips to the loo etc. are punctuated by brief sit downs.

I hear nothing more? I phone hi-vis and **he is unable to give a start date, or tell me when the boxes are going to be delivered.** My carer and I continue planning and getting ready for the boxes. Most of our usual household chores are left undone this week. I consider the logistics of washing up in the shower – the sink isn't deep enough so I need to purchase a plastic jug to get water from the sink. I decide to get some disposable plates and cutlery to minimise washing up on the high backed chair I will install in the shower to house the washing up bowl and drainer. I am not going to be able to shower throughout the process. **There are going to be so many trip hazards I am going to have to wear my pendant alarm throughout.**

I am fed up of playing telephone tag. I've been promised a 10 days' written notice.

but still there is no sign of the promised planning visit – where is my kitchen prince?

I get a phone call – they are going to start on Monday! Hi- vis arrives bearing bendy boxes that don't stack and I only have 2 hours' help within the few days' notice. But I told him I would be ready. **I am dismayed about three weeks without my kitchen and bathroom. I have a chair and radio amidst the boxes and will be confined to the space by my bed while the workmen are there. It will be cold with the workman using my patio doors for access.** The kitchen door is being taken off its hinges and I'm concerned about my cat going exploring. It is

suggested the workman can store boxes of tins and dried food outside during the day.

The workmen arrive. They are courteous and considerate, laying a plastic runway over my carpet and forewarning me about the noise which can't be avoided. There is an issue with missing plans but they manage the small space with jigsaw puzzling skill and the units are good quality.

The majority of works are finished ahead of schedule, barring the large hole left in the wall for the social housing labelled extractor fan which

is in transit. But **at one point there are seven trades people in my studio flat altogether. The foorer arrived one day disguised as a random passer- by with no ID – he didn't know he needed it** – a risk, but I let him in as I so wanted this to be over.

I'm exhausted with all the comings and goings and looking forward to the reprieve whilst waiting for the extractor fan to arrive, and at least I can get my kitchen (and the rest) back and return to normal meals and rests to get my diabetes and M.E. realigned. I have a fresh new kitchen in time for Christmas.

The extractor is finally installed but now the painter needs to come back. Like the prince he is, hi-vis has promised he will wield a paintbrush himself if all else fails.

Throughout the process, with regular visits from my site officer I have also had my dangerous step, soon to be replaced with ramp, addressed, a new grabber and my electric heaters, albeit at short notice with more disruption, tested.

I look forward to the peace and serenity of my island life again.

Edie B's story tells of the saga surrounding the installation of her new kitchen, for which is she is both excited and grateful. Although pitted with high and lows, there are some clear examples of excellent and poor customer service and the story gives us insight into the impact renovation works have on customers.

- Give sufficient notice of when works will be carried out
- Keep in mind the potential impact on the customer of any changes to the agreed schedule and give plenty of notice if changes cannot be avoided
- Ensure one person is responsible for all communications with the customer
- Keep the customer's discomfort to a minimum e.g. keeping outside doors closed, allowing breaks for the customer to eat, rest etc
- Keep the customer informed about who is working in their property and why

3 Dementia



HELP!

“Dementia describes a set of symptoms that may include memory loss and difficulties with thinking, problem-solving or language. Dementia is caused when the brain is damaged by diseases, such as Alzheimer’s or a series of strokes.

Dementia is progressive, which means the symptoms will gradually get worse.”

(The Alzheimer’s Society)

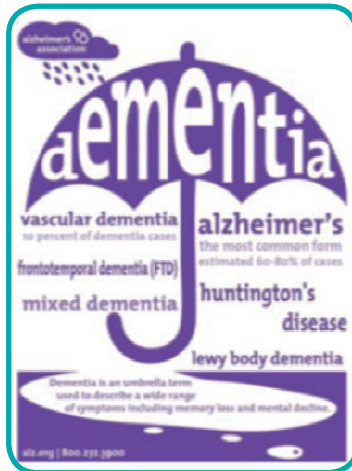
Alzheimer’s disease is the most common form of dementia - up to 80% of all cases - although there are other forms of dementia which affect people differently.

Dementia isn’t a natural part of ageing. It occurs when the brain is affected by a disease.

Most people with dementia are over 65 years of age, but dementia also affects younger people. When a person with dementia finds that their mental abilities are declining, they often feel vulnerable and in need of reassurance and support.

You may find their behaviour confusing, irritating or difficult, leaving you feeling stressed, irritable or helpless. By learning to understand the behaviour of customers with dementia you will find it easier to stay calm and respond positively to any challenges that arise.

- Offer understanding and reassurance.
- Allow the customer to take their time.
- A friendly smile – put them at ease!
- Respect – address them as well as their partner/ carer.
- Use appropriate body language.
- Listen carefully.
- Provide visual guidance: write down or use photos.
- Beware of the environment.
- Aggressive behaviour may be part of the customer’s illness: speak clearly and calmly, check their understanding and make sure they know you mean them no harm. Reduce distractions and ensure only one person speaks at a time.
- Find out in advance if someone has dementia – ask for advice on the customer’s individual needs.
- Introduce and complete one task at a time.
- Communicate regularly so the customer knows who you are and why you are there.
- Ask for specialist dementia awareness training.



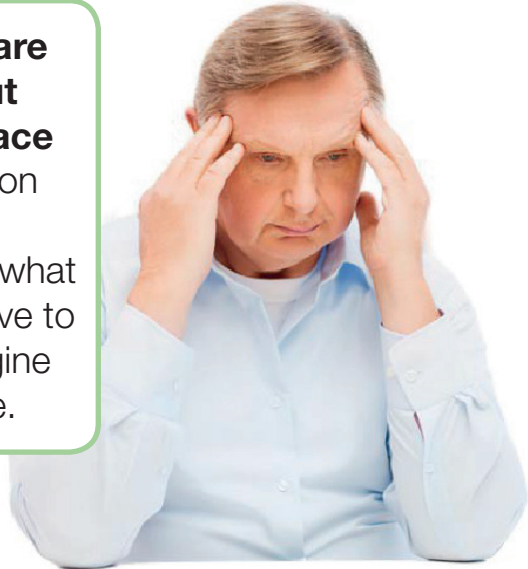
To become a Dementia Friend go to:
www.dementiafriends.org.uk

For more information go to:
www.alzheimers.org.uk/dementiaguide

3

Dementia

How does it feel when you are trying to read something out on the phone, whilst in a place with loud music? This question demonstrates distraction and competing stimulation. This is what people living with dementia have to contend with all the time. Imagine experiencing this all of the time.



”

44% of dementia sufferers receive a diagnosis – the rest are never diagnosed

80% of people in care homes have a form of dementia or severe memory problems

2/3 of dementia sufferers live in the community, one third live in a care home

TOP TIPS for talking to a customer with Alzheimer's or Dementia

- 1 Minimise distractions**
- 2 Make sure they can see you clearly**
- 3 Keep eye contact**
- 4 Speak clearly, calmly and slowly**
- 5 Don't raise your voice**
- 6 Keep things simple**
- 7 Keep communicating**

4 Mobility and Sensory Considerations



HELP!

The Disability Discrimination Act 1995 (DDA) defines a disabled person as someone who has physical or mental impairment that has a substantial and long term adverse effect on his or her ability to carry out normal day to day activities. The different types of impairment are broad and can include physical, manual dexterity and mobility problems, sensory impairments, chronic illness, learning difficulties, emotional or behavioural problems.

The extent and symptoms of the problem will vary from person to person and will affect the way they live their lives and the support they will need.

In the home and when getting around, people who are blind or have sight loss may rely on other senses such as hearing and sense of touch to work out where things and places are.

For more information about sight loss go to:
www.rnib.org.uk

For more information about hearing loss go to:
www.actiononhearingloss.org.uk

For more information about disability generally go to: www.scope.org.uk

- Identify in advance customers with additional support needs – so specialist support can help you carry out your work as smoothly as possible.
- If you have concerns that a customer may need support, pass this information back to your manager who will alert the client.
- Do not park in disabled parking spaces.
- Ensure clear access when carrying out work.
- Never leave any tools or equipment lying around.
- People who are blind or have sight loss rely on memory or touch to work out where things are in their homes. It will cause a problem if anything is moved without their knowledge.
- For people with some sight loss, turning off or dimming the lights can cause a problem.
- People who are hard of hearing may be startled by sudden drilling or banging in their homes unless they are told about it. They will also be unaware if you have left the property even for a short period unless you have told them.
- Deaf people who use British Sign Language usually have English as a second language. Writing things down won't always help. Be prepared to use gestures to communicate or contact your manager so an interpreter can be arranged.

5 Mental Health

HELP!

Mental Health is *“the emotional and spiritual resilience which enables us to enjoy life and survive pain, suffering or disappointment. It is a positive sense of wellbeing and underlying belief in ours and others dignity and worth. It is influenced by our experience and our genetic inheritance.”*
(World Health Organisation)



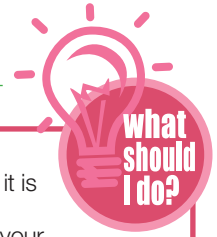
- Although a customer may have a relative or carer supporting them in their home, it is important to communicate with the customer directly. The relative or carer will support them as necessary.
- People with certain mental health problems may also have specific communication needs, for example you may find you need to repeat information or ask questions in a different way.
- Aggressive behaviour may be part of a customer's illness: speak clearly and calmly, check their understanding and make they know you mean them no harm. Reduce distractions and ensure only one person speaks at a time.
- Don't stare, react suddenly, whisper to others or keep them wondering.

Remember that mental health problems are ‘invisible’ and you cannot always tell just by looking at someone if they have a mental health problem



For more information about mental health go to: www.mentalhealth.org.uk

6 Cultural Considerations



- Find out in advance
- Some women and some men might not feel comfortable being alone in the house with a stranger for a number of reasons.
- Be flexible about appointment times so a friend or family member can be there if necessary. Always carry identification and introduce yourself by name.
- Some cultures do not accept women in positions of authority – so may not accept information from a female Resident Liaison Officer. Always respect others cultural values when communicating.
- Be mindful about the way you address customers and ensure you are professional and courteous.
- Where a customer has identified themselves as Miss, Mrs, Ms or Mr you should address them as such. It is better to ask than guess. Any forms of discrimination, even if not intentional is illegal and completely unacceptable.
- Where a customer speaks English as a second language, or doesn't speak much English, you may need to change the speed at which you speak or how you phrase things, or you may need to call your manager to arrange for an interpreter.
- Body language is different in other cultures. For example, in some cultures it is disrespectful to shake hands or make eye contact. Don't be offended if a customer's body language appears rude or is unfamiliar to you.
- In some cultures it is common for extended families to live together. Some homes will therefore be busy places and you will need to be extra clear about where you will be working and communicate this.
- In some cultures it is usual to remove your shoes. If you cannot do this for PPE or health & safety reasons then explain this and be sure to wear plastic shoe covers.
- Respecting faith: some customers practice their religions in their homes or rituals like washing before prayer. People may have rooms or parts of the house which are only used for prayer or worship. They will need to access certain parts of the homes at certain times and access to a water supply.
- In some customers homes it's not acceptable to touch or move items of religious importance - always ask a customer before moving any items in a property. If you need to bring tools and materials in, agree a place to store them before you start work.

Don't refer to the customer with a particular characteristic; e.g. Muslim woman



Religion is often linked to ethnicity or culture, but this isn't always the case and we can't assume that because a person is of a particular ethnicity, that they hold particular beliefs or values

For more information about diversity and cultural considerations go to:

www.equalityhumanrights.com/your-rights

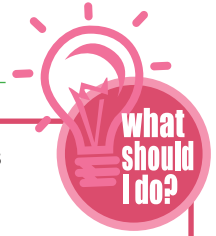
7 Hoarding

HELP!

People who hoard usually acquire a large number of items which they then have difficulty in discarding.

People hoard because they believe that an item will be useful or valuable in the future. They may feel it has sentimental value, is unique and irreplaceable, or too big a bargain to throw away. They may also consider an item a reminder that will jog their memory, thinking that without it they won't remember an important person or event. Sometimes they can't decide where something belongs, so it is better just to keep it.

Be aware that what, on the surface, appears to be a pile of rubbish, is often the hoarders most prized possessions.



- Be aware of signs/causes for concern.
- Report anything that makes you feel uncomfortable or something that doesn't feel quite right - no matter how small.
- If you feel you cannot work safely because of the hoarding, report your concerns immediately.
- Don't enter a property at all if you don't feel safe to do so.
- Record and report your observations.

”

Many people have large collections of items – the difference between collection and a hoarding problem can be whether these objects are accessible and can be used

8

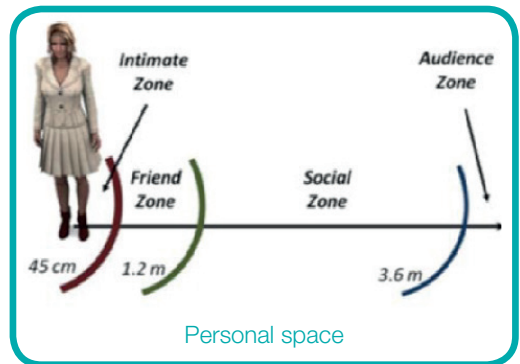
Personal Safety

Keeping Safe

- Always let colleagues know where you are going and avoid lone working.
- As you enter into a property assess the placement of yourself and the customers; think 'Person Objects, Place' (POP).
- Always explain the works and align expectations – use visual material and be honest about the time it will take.
- Leave doors to rooms open.
- Be professional and polite at all times.
- Stay confident, calm and professional: your behaviour can escalate or diffuse a situation.
- Be aware of what is going on around you.
- Report any concerns as soon as possible when you are safely away from the property.
- Look! Can you see any safety risks e.g. empty alcohol bottles, syringes?

Stay **SAFE**:

- S** Step back – think rationally what your response might be
- A** Assess (using POP model – Person, Object, Place)
- F** Formulate an exit plan – the best route if you need to leave in a hurry
- E** Evaluate options – be clear what your choices are and leave if you do not feel safe



People are often triggered into aggression by small things – for example being embarrassed in front of friends or other people or thinking they are being ignored

9 Safeguarding

HELP!

Safeguarding is protecting vulnerable adults or children from abuse or neglect. It also means making sure people are supported to get good access to health care, stay well and have full and happy lives.

The Safeguarding Vulnerable Groups Act defines a vulnerable adult as a person who is or may be in need of community care services because of their:

- poor physical/mental health
- learning disability, physical disability and/or sensory impairment
- age
- short or long term illness
- misuse of drugs or alcohol
- lost capacity to make decisions

Older people are often seen as an easy target and are less likely to identify abuse themselves or report it for fear of the consequences.

It can also be a person who is unable to take care of themselves, or unable to protect themselves against serious harm or being taken advantage of, even if they live independently or without services.

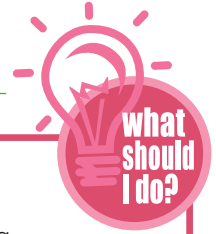


- You have an important role in spotting problems that might have been missed.
- Be aware of any signs/causes for concern.
- Call the emergency services if there is a genuine emergency.
- Pass on any concerns however small they seem.
- Report concerns/raise an alert to the provider.
- Make a record of what you have noticed or has been disclosed to you as soon as possible (explain how you will report the disclosure and don't promise confidentiality).

Never work in a property where there are children but no adults present and never ask or allow a child who is present who appears to speak more English than their parent or guardian to interpret for you

For more information about adult safeguarding go to:
www.housinglin.org.uk/AboutHousingLIN/HASAA

10 Loneliness and Social Isolation



HELP!

As the number of older people in the UK is increasing and people are living longer, loneliness and social isolation are increasing. Loneliness is associated with a variety of health and well-being issues and can be as harmful as smoking 15 cigarettes a day.

- 1.2 m older people are chronically lonely
- 51% of those over 70 live alone
- 1.5 m older people do not see or speak to anyone for at least 6 days a week
- For 2/5 of older people, TV is their main company

- Ensure staff are trained on loneliness and social isolation as well as or as part of safeguarding training. In particular:
 - > Factors causing loneliness and social isolation
 - > Identifying older people at risk
 - > Reporting concerns
- Report any concerns, however insignificant they seem, to the housing provider at the earliest opportunity.
- Keep detailed records of concerns including dates, times etc.



All those who come into contact with older people in any setting have an important role to play in identifying individuals who are or are at risk of being lonely and/or socially isolated. Sometimes contractors are the only people older individuals see and need to be able to recognise and respond to signs such as:

- The older person or their family, friends or carers tell you that they feel lonely or isolated
- Significant changes in behaviour or behaviour which seems out of character
- The older person tells you or you noticing that they do leave their home or have any visitors
- Someone does visit who causes you concern
- The older person talks to you more than seems appropriate or about things which do not seem appropriate.

11

Sensitive Contractors' Recognition



erosh APPROVED Status

If you would like to go a bit further in demonstrating your commitment to making repairs and home improvements a positive experience for older people, your staff can undertake training based on this guide. We can then badge you with 'erosh APPROVED' status which will indicate that your staff working in older people's homes are mindful of some of the particular considerations and are aware of how to engage with older people appropriately and sensitively.

Please contact erosh at info@erosh.co.uk if you are interested.

Joining erosh

You might also be interested in becoming a member of erosh. This will give you access to a whole range of information about housing and support for older people as well as opportunities to attend our network meetings held regularly throughout the UK.

For more information about erosh and joining go to: www.erosh.co.uk/join-erosh/

12

Golden Rules – Your Removable Guide

Task	Golden Rule	What could the customer be thinking?
Making an appointment	<p>Do I know who I am visiting?</p> <p>What is their name and what do they prefer to be called?</p> <p>What needs do they have?</p> <p>Do they know why I/we are coming?</p> <p>How long will the work take?</p> <p>Do they need to move things or prepare?</p> <p>Do I need to call anyone else about the visit?</p> <p>Use plain English and speak clearly</p>	<p>I might have a carer</p> <p>I might not have parking at my house</p> <p>I might have medical needs during the day or appointments I can't miss</p> <p>I don't know who you are, what work you are going to do and I am worried I can't hear the door</p> <p>I might not be able to get up to answer the door</p> <p>I don't have a mobile phone</p> <p>I can't lift anything to move it</p> <p>I don't want people to have my keys</p> <p>I have medical equipment which needs electricity</p>
Pre-arrival	<p>Where am I going to park?</p> <p>Do carers need to visit who may require the parking? Do I have the right equipment?</p>	<p>I need easy access to my car</p> <p>My carer is coming to give me lunch and they won't be able to park</p>
On arrival	<p>Sign in (sheltered scheme)</p> <p>Show proof of identity (photo with a date) and say who you are</p> <p>Wear your uniform</p> <p>Be mindful about the way you address customers and ensure you are professional and courteous</p>	<p>I don't know who this person is?</p> <p>Do they look trustworthy and professional?</p> <p>Are they pretending to be someone else?</p> <p>Why are they being rude to me?</p>
During works	<p>Be respectful, polite and courteous</p> <p>Don't swear or use offensive language</p> <p>Wear over shoes or take your shoes off</p> <p>Keep your work area separate and safe</p> <p>Ensure access routes are clear</p> <p>Never leave tools or equipment lying around</p> <p>Ask permission to move furniture</p> <p>Ask a customer to move breakable or valuable items</p> <p>Don't use the toilet without permission</p> <p>Don't use a radio or customers telephone</p> <p>Don't smoke</p> <p>Use your own power wherever possible</p> <p>Keep noise and dust to a minimum</p> <p>Keep the key code secure (sheltered scheme)</p> <p>Keep the customer informed especially if you are going to switch services off</p> <p>Never be left alone with children</p> <p>Don't accept a key to the property or leave doors open</p> <p>Keep the home secure while you are working</p>	<p>You wouldn't walk on your own carpet with muddy boots on</p> <p>I navigate around my home using the furniture – please don't move it!</p> <p>What if I trip over?</p> <p>I can't see you properly</p> <p>I can't remember why you are here</p> <p>You have left the door open</p> <p>You now know my key code</p> <p>I wonder if I can pop out while they are here to keep an eye on the children</p> <p>When are they going to switch the water/gas/electric off?</p>
Before leaving the house	<p>Tidy up</p> <p>Tell the customer you have finished and are leaving</p> <p>If a return visit is needed explain clearly why and when</p> <p>Remove all tools and equipment</p> <p>Sign out (sheltered scheme)</p>	<p>I didn't hear you leaving</p> <p>I don't know why you didn't finish the job</p> <p>What can I or can't I use?</p> <p>I really need to have my lunch now</p>



Notes



Useful sources of help and information:

Action on Elder Abuse	www.elderabuse.org.uk
Action on Hearing Loss	www.actiononhearingloss.org.uk
Alzheimer's Society	www.alzheimers.org.uk/dementiaguide
Campaign to End Loneliness	www.campaigntoendloneliness.org
Equality & Human Rights Commission	www.equalityhumanrights.com
Housing & Safeguarding Adults Alliance	www.housinglin.org.uk/AboutHousingLIN/HASAA
RNIB	www.rnib.org.uk
Scope	www.scope.org.uk



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Sponsor:  **ian williams**

Appendix 07



Asbestos Policy and Management Plan

Linc-Cymru Housing Association
387 Newport Road
Cardiff
CF24 1GG

DATE:	September 2019
DATE OF NEXT REVIEW:	September 2020
AUTHOR:	R Wye (MSS Group)

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- 4. Roles and Responsibilities**
- 5. Control Procedure**
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- 8. Asbestos Emergency Procedure**
- 9. Review and Monitoring**

Appendix A: Appointed Persons, contact details

1. Introduction and Purpose

Linc-Cymru Housing Association (Linc) are required by law to manage the risks of Asbestos Containing Materials (ACMs) on their premises.

In recognition of this duty, the Board and Directors of Linc acknowledge the serious health hazards associated with exposure to materials containing asbestos, and are committed to providing a safe working environment, not just for their staff but also for all those that may be affected by their activities; the residents of the homes they manage, the contractors and suppliers that help provide services, those that visit the premises, and the general public who go about the estates.

Some buildings owned or occupied by Linc were built or refurbished at a time when the use of ACMs in construction was common. This Plan is designed to effectively manage and minimise asbestos health risks to tenants, staff and other persons.

To undertake this duty, Linc have commissioned various Asbestos Surveys (Asbestos Management, and Asbestos Refurbishment / Demolition Surveys), to identify (as far as is reasonably practicable) any ACMs that may be present in their buildings and facilities. The asbestos survey data obtained from these reports forms the basis of this Asbestos Management Plan and Register, which enables the ACMs to be safely managed in place, repaired, or removed (as appropriate), and to show compliance with legislation and HSE guidance.

2. POLICY STATEMENT

Linc-Cymru Housing Association is committed to meeting all the duties placed upon it under the Control of Asbestos Regulations 2012 and specifically will:

- 2.1.1 Protect, so far as reasonably practicable, all Tenants, visitor, staff, contractors and users of the Associations properties from any exposure to asbestos fibres;
- 2.1.2 Provide adequate resources to effectively deliver this Asbestos Management Plan;
- 2.1.3 Identify, so far as reasonably practicable, all ACMs in the Associations homes and other buildings;
- 2.1.4 Maintain an asbestos register of ACMs identified and make it accessible to tenants, staff, contractors, stakeholders and any other party that undertakes work on the Associations properties;
- 2.1.5 Implement and maintain an effective Asbestos Management Plan (AMP) to ensure that all ACMs identified are maintained in a safe condition or alternatively are isolated or removed;
- 2.1.6 Raise the understanding of the risks of ACMs, the Associations AMP and the process and procedures for dealing with ACMs through training and ongoing awareness for relevant staff, contractors and any other interested party;
- 2.1.7 Appoint a competent and suitably qualified person to undertake the role of Asbestos Co-ordinator;
- 2.1.8 Ensure that only appropriately trained, qualified and competent persons undertake work with ACMs;
- 2.1.9 Review the Asbestos Management Plan on an annual basis or more frequently if required.

3. Legal Framework

3.1.1 Legal Framework

The Control of Asbestos Regulations (CAR) 2012 places a specific duty to manage asbestos on the owners and/or those responsible for maintenance in non-domestic premises. The Regulations place minimum standards for the protection of employees from risks related to exposure to asbestos. In addition, it places a duty on employers to take account of people not directly employed by them, but who could be affected by the work being done on asbestos, (including employees of other employers, people occupying buildings, members of the public etc.).

3.1.2 This Plan is intended to enable compliance with all aspects of the requirements of CAR 2012 and other relevant legislation; the following duties within CAR 2012 are highlighted as being fundamental to the effective delivery of the asbestos management system:

Regulation 4 - requires Duty Holders to:

- Find ACMs and check their condition;
- Presume that materials contain asbestos, unless there is strong evidence to suppose they do not;
- Keep an up-to-date written record of the location and condition of ACMs
- Assess the risk of anyone being exposed to these materials
- Prepare and put into effect a management plan to manage the risk and keep ACMs in a good state of repair, or ensure that it is repaired or if necessary removed
- Provide information on the location and condition of the material to anyone potentially at risk.

Regulation 5 - Identification of the presence of asbestos states:

An employer shall not undertake work in demolition, maintenance, or any other work which exposes or is liable to expose his employees to asbestos unless either:

- He has carried out a suitable and sufficient assessment as to whether asbestos is liable to be present
- If there is doubt, assumes that asbestos is present

Regulation 10 - requires employers to:

- Ensure that adequate information, instruction and training is given to employees who are liable to disturb asbestos while carrying out their normal everyday work, or who may influence how work is carried out.

4. Organisational Responsibilities

4.1 Roles and responsibilities

The successful delivery of the AMP is dependent on clear accountability for delivering key tasks. Figure 1 below, sets out the key roles and responsibilities for delivering the AMP within Linc.

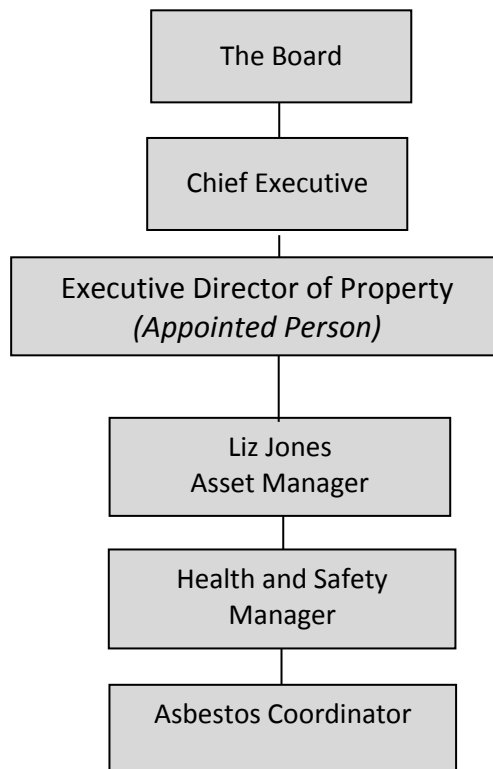


Figure 1- Asbestos Management - Organisation Responsibilities

4.2 Responsibilities

The Board is responsible for:

- Ensuring that adequate resources are available for the implementation of the Asbestos Management Plan.

Chief Executive is responsible for:

- The health, safety and welfare of staff, tenants, contractors and others effected by the work activities undertaken by Linc;
- The effective implementation of health and safety management policies and arrangements;

- As Duty Holder, ensuring that the Associations' responsibility under CAR 2012 is effectively resourced, delivered and monitored.
- Delegating the delivery of the Associations' responsibility under CAR 2012 to an **Appointed Person**.

Executive Director of Property (Appointed Person) is responsible for:

- Compiling and maintaining an effective Asbestos Management Plan and ensuring compliance with the Plan;
- Securing and management sufficient resources and budgets for the effective delivery of the AMP;

Head of Asset Management is responsible for:

- Promoting awareness of the hazards of ACMs and the AMP throughout the Association;
- Managing the Associations' asbestos communications strategy;
- Reviewing and updating this AMP in consultation with the Appointed Person;
- Regularly reviewing the risks from all known ACMs and making recommendations to the Appointed Person;
- Liaising with the Health and Safety Executive with the Health and Safety Manager;

Health and Safety Manager is responsible for:

- In conjunction with the Asbestos Co-ordinator investigating and reporting on any alleged incident or accidental asbestos exposure and for ensuring the reporting under RIDDOR, where appropriate;
- Ensuring that regular inspections of ACMs are undertaken and updating the Asbestos Register to reflect the current condition;
- Periodically auditing compliance with this AMP;
- Appointing an Asbestos Co-ordinator;
- Investigate and report on any alleged incident or accidental asbestos exposure and for ensuring the reporting under RIDDOR, where appropriate.

Other Directors and Managers are responsible for:

- Complying with this AMP;
- Ensure that staff and contractors that work under their control are aware of and deliver works in compliance with the AMP and are adequately trained and competent to undertake works where ACMs may be present;

Asbestos Coordinator is responsible for:

- Providing competent and professional advice on the management of ACMs to those with a responsibility under this Plan;
- Coordinating the commissioning of all asbestos surveys.

- Compiling and maintaining the Asbestos Register for all the Associations' properties;
- Programming surveys in the Associations' properties to identify any ACMs that may be present and updating the Asbestos Register;
- Ensuring that the Asbestos Register is updated to record any removal or changes in conditions of ACMs.
- Ensuring that all records of ACMs include a Material Risk Assessment in accordance with HSG 227 '*A Comprehensive Guide to Managing Asbestos in Premises*';
- Managing asbestos consultants and removal companies in line with the Associations' procurement procedures;
- Maintaining their professional competence and awareness of changes in relevant regulatory controls, codes of practices and guidance on good practice; Reporting any incidents of alleged asbestos exposure to the Health and Safety Manager and assisting with any investigation;

All other staff are responsible for:

- Being aware of the risk of asbestos within the Associations' properties and taking all necessary steps to safeguard their health and the health of others;
- Complying with this AMP;

Approved Contractors are responsible for:

- Ensuring that any employee or sub-contractor that undertakes work on the Associations' property has received asbestos training to a level that is commensurate with the works being undertaken and the environment in which that work is taking place (as a minimum all employees or sub-contractor employees to receive *Asbestos Awareness* training);
- Checking the Asbestos Register before undertaking any work in the Associations' properties;
- Not undertaking any work which may disturb known or suspected ACMs;
- Notifying the Asbestos Co-ordinator immediately and stopping work if they encounter damaged or disturbed known or suspected ACMs;
- Complying with this AMP;

5. CONTROL PROCEDURE

5.1 Identification and recording of asbestos containing materials

In order to manage the risk from asbestos the Association will ensure that a suitable and sufficient assessment is carried out as to whether asbestos is present within the Associations' buildings. This requirement is valid for any property built before the end of 1999.

5.2 Role and responsibilities

The Asbestos Coordinator is responsible for coordinating the commissioning of all surveys. All surveys undertaken will be undertaken in line with HSG 264 Asbestos – The Survey Guide. Surveys will be undertaken by UKAS accredited companies.

The Asbestos Coordinator is responsible for ensuring that information from all surveys undertaken is held on the Asbestos Register. The Asbestos Coordinator is responsible for ensuring that the electronic Asbestos Register is updated.

5.3 Types of Survey undertaken

Management Survey – its purpose is to locate, as far as reasonably practicable, the presence and extent of any ACMs in a building which could be damaged or disturbed during normal occupancy and to assess their condition. The survey will only involve minor intrusive work but this will involve inspection of false ceilings and inside risers, service ducts, lift shafts etc. Where an area is inaccessible, it may involve presuming the presence of ACMs.

Refurbishment and Demolition Survey – will be undertaken prior to refurbishment or demolition work which disturbs the fabric of the building being carried out in areas in which persons will be required to work. This type of survey is intrusive and is used to locate and describe, as far as reasonably practicable, all ACMs in the area where the work is being carried out or in the whole building if demolition is planned.

5.4 Intrusive works

Where the Association or its contractors are undertaking intrusive works including demolition or breaking out, forming openings (of any size) in walls, floors and ceilings, opening up of ducts, boxing or voids, lifting of covers etc, it will undertake a suitable and sufficient assessment as to whether asbestos is likely to be present. A Management Survey is unlikely to provide sufficient information to satisfy this requirement, particularly where intrusive works are planned.

Where any intrusive work is planned in a building constructed before the year 2000, the Asbestos Co-ordinator must be consulted. The Asbestos Co-ordinator will assess the quality and the extent of the information available and decide whether it is suitable and sufficient to permit the proposed work to proceed. Where the Asbestos Co-ordinator deems it is not sufficient further survey work will be commissioned.

For Planned Works; Linc will ensure a Localised Refurbishment Survey is available which covers the area of work covered in the scope of refurbishment. i.e. the Refurbishment Survey will need to include kitchen if Linc intend on replacing a kitchen.

Where a survey, or the survey is not available or does not cover the area of work, a Refurbishment or Demolition Survey will be undertaken before work starts, relative to the planned alterations.

5.5 The Asbestos Register

The Asbestos Register records known and suspected ACMs in the Associations' buildings. The Register is held electronically and is made available online to all staff and contractors. As the Register is updated in 'real-time' information will always be the most up to date the Association has.

The Register is a tool to aid in the assessment of whether ACM's are known to be present within a property. The information held should be supplemented with Asbestos Awareness training and additional surveys where appropriate. If any doubt is thrown onto the accuracy of the report any work should stop and the issue referred to the Asbestos Coordinator for assessment.

The register will need regular updating. The Asbestos Coordinator should carry out the following:

- updates to the register when asbestos is removed
- additions to the register when new materials are identified
- changes to the register if the condition of ACMs has altered
- revised risk assessments following periodic re-inspections

5.6 Areas not accessed

Any areas or parts of buildings which have not been previously surveyed will be presumed to contain asbestos materials, unless there are good reasons not to do so. No works shall be undertaken in these areas until an appropriate assessment has been made by the Asbestos Coordinator.

6. **Management Strategy**

6.1 **Periodic Inspections**

Tenanted Areas (Domestic); Where ACMs are in a safe condition and unlikely to be disturbed they will be left in situ. They will be inspected at intervals determined by the Asbestos Coordinator in line with Stock Condition assessment programme.

Healthcare environments, Communal and Workplace Areas; All ACMs in common parts or places of work which are in a safe condition and unlikely to be disturbed will be left in situ. ACMs will be re-inspected annually as a minimum or more frequently as determined by the material and priority risk assessments. An indication of the re-inspection timescales is given in the table below;

Risk Assessment Rating	Re-inspection Frequency
Very Low	5 Years
Low	5 Years
Medium	6 months where remediation is not undertaken
High	6 months where remediation is not undertaken

6.2 **Re-inspection Reporting**

The Re-inspection will include a Material Risk Assessment in accordance with HSG 264, and a Priority Risk Assessment in accordance with HSG 227. New photographs of all ACMs will be taken at each re-inspection.

All re-inspection assessments will be updated on the Associations Asbestos Management Database.

Any material listed in the asbestos register noted as '*no longer present*' during a re-inspection will be referred to the Asbestos Coordinator who will ensure all relevant documentation is in place and that procedure has been followed, including the upload onto the asbestos management database. Any exception to this will trigger an investigation.

6.3 **Removing and remediating asbestos**

Remedial action assessment is based on two criteria:

1. Essential actions to stop exposure; and
2. The agreed management, remediation and removal programme which has been developed in line with this Policy and Plan.

Areas of minor damage will be repaired and sealed on as appropriate (risk based). Where effective repair cannot be achieved, ACMs will be removed.

Linc employees, contractors and tenants should report any visible damage (deterioration of the existing condition) or accidental disturbance that may have occurred, to the Asbestos Coordinator(s) for immediate action.

6.4 Approved Contractors

Any work on ACM's will be subject to the notice and approval of the Asbestos Coordinator

Only licensed asbestos removal contractors (LARCs) will be permitted to carry out works involving licensable ACMs or those that fall into this criteria as outlined by CAR 2012.

Any work undertaken on Non-licensed materials will be undertaken by appropriately trained contractors with a minimum of Non-Licensed Task Training (UKATA Category B). The asbestos Coordinator will review and approve the contractors risk assessment and method statement prior to commencement of works. The Association will satisfy itself that any contractors are properly licensed, insured, trained and competent to do the job safely and without risks to health and safety.

All other contractors undertaking works to properties which may contain ACM, will be required to demonstrate that their staff and operatives have received asbestos awareness training. This is to ensure that operatives can recognise potential ACM and will not do anything which could cause exposure to asbestos.

All contractors will be provided with suitable and sufficient asbestos reports for the works they have been asked to undertake.

All paperwork from exercises to remove or remediate ACMs shall be returned promptly and fully to the Asbestos Coordinator and the Asbestos Management Database subsequently updated.

6.5 Communication

Good communication about where ACMs are within Association properties and the AMP and systems and procedures for managing them correctly is central to the safety of staff, contractors and users of our services. The key communication tools are:

- **The Asbestos Management Plan (AMP)**
The AMP is made widely available to staff, representatives, contractors and the emergency services.

The Asbestos Management System and Asbestos Register

Linc manage all asbestos related data via an online Asbestos Management System. All Personal and Contractors who are required to have access to the Asbestos register can do so via the online Portal which holds real-time Asbestos Data. The Register must be reviewed prior to any work being undertaken. Linc.

6.6 Information for Tenants

The Association will provide information to its tenants to raise awareness of asbestos and to prevent accidental exposure to it. Information will be provided on where ACMs may be found, why they should not be disturbed or damaged and how to recognise potential problems, who to report them to, and how to get more advice. This information will be provided periodically as letters delivered to the tenants.

The Association will ensure that appropriate information and advice is given to tenants who are moving into properties where asbestos is present.

The Association will explain the procedures for removing ACMs where this is necessary and how this is carried out with no risk to tenants or contractors.

This policy will help protect all tenants, contractors and staff from asbestos contamination. Special efforts will be made to ensure that tenants who do not speak English understand the risks where ACMs are in their homes.

7. Information, instruction and training

7.1 Training Requirements

Linc recognises that adequate information, instruction and training for staff and contractors working in the Associations' properties is essential for the safe management of asbestos. Linc specifies the levels of training and competence for specific tasks and provides training directly to its own staff and specifies levels of competency related to tasks for contractors and other service providers.

7.2 Directors and Managers

All Directors and Managers who have a responsibility for staff who undertake work that is likely impact on ACMs will attend an annual Asbestos Awareness course.

7.3 Asbestos Coordinator

As the competent person, the Asbestos Coordinator will be asbestos trained and will attend courses as required to remain up to date with current legislation, best practice and any other matter that will maintain his competence.

7.4 Maintenance staff and project managers

Asbestos training is mandatory for all staff who may come into contact with asbestos in the course of their work. In particular, it will be given to all staff who are involved in work that may disturb the fabric of the building because ACMs may become exposed during their work. Exemption from this requirement will only apply when the Linc can demonstrate that work will only be carried out in or on buildings that are free from ACMs. Training will be given annually and reflect the AMP requirements and management system employed by Linc.

7.5 Staff who administer asbestos related works

Staff who are involved in the administration of works that is likely to involved work on ACMs will be given annual asbestos refresher training. The training will reflect their role in delivering AMP requirements and the management system as it relates specifically to their responsibilities. Training will also be given annually when significant changes are made to the relevant duties under the AMP.

7.6 All other staff

All Linc staff will receive an asbestos awareness module as part of their core Induction training.

8. Emergency Procedure

8.1. Emergency Procedures

The purpose of this emergency procedure is to specify the actions which must be taken in the event of an asbestos emergency to isolate the affected area and make it safe in line with current legislation and HSE guidance, record the incident, and initiate an investigation to prevent a similar event from occurring in the future.

Stop work immediately if any suspected asbestos or asbestos containing material is uncovered or damaged during the course of any work and report it to the Asbestos Coordinator, or any other manager, or supervisor in charge of the work.

8.2 Evacuate and contain the area

Upon the identification of a damaged ACM, the person concerned (Contractor or Linc Staff) must ensure that they and any other persons present leave the area immediately. The area must be sealed and access to it restricted immediately, closing doors/windows, sealing any gaps with hazard tape, and ensuring that no other personnel enter the affected area. Safety signage must be used to label the area as restricted access. Until signage is in place, once sealed, the area must not be left unattended in order to prevent access until the Asbestos Coordinator advises otherwise.

8.3 Report the event

The contractor or member of staff must then inform their supervisor and the Asbestos Coordinator immediately so that the situation can be controlled and managed appropriately.

8.4 Seek Advice

The Asbestos Coordinator will make an immediate assessment and consult with the nominated asbestos consultancy who is competent to work with asbestos (UKAS accredited for surveying and analysis, HSE licensed for asbestos removal) to risk assess the situation, and manage the necessary remedial works as required. This may necessitate in the following course of action to control and manage the situation:

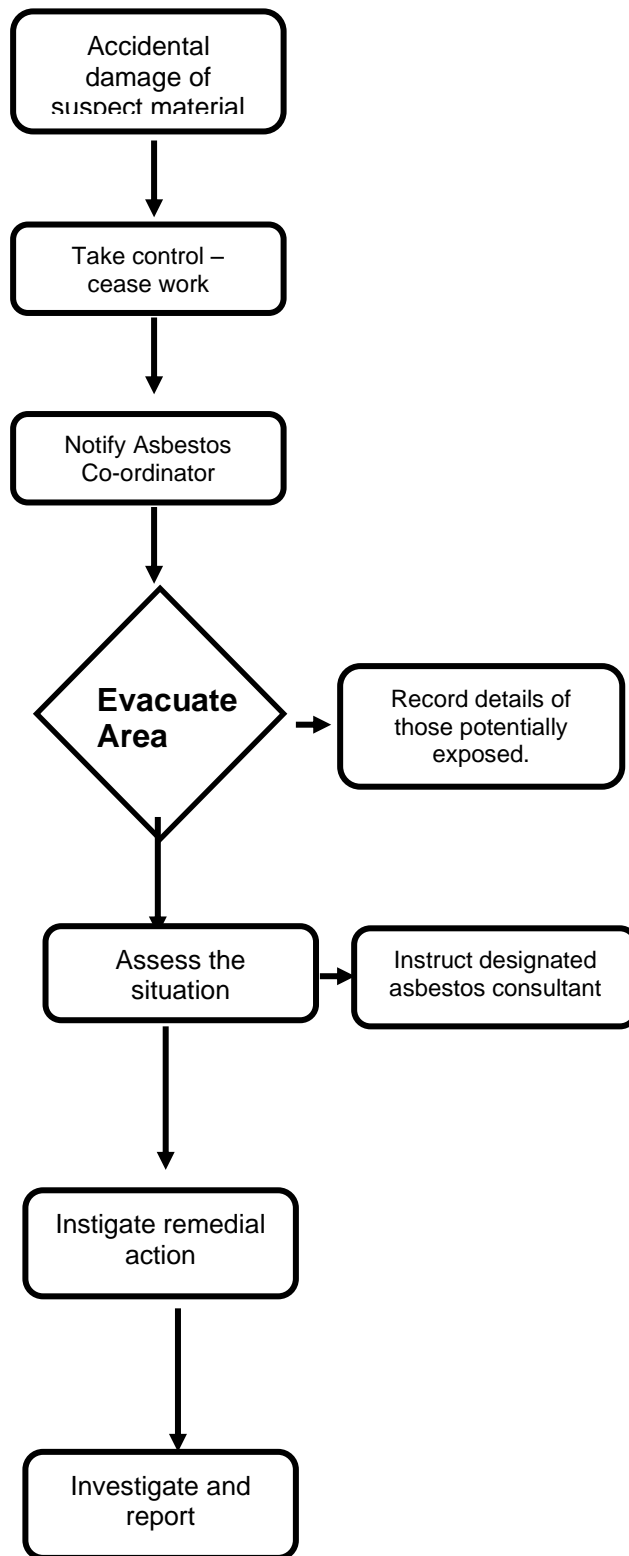
- Produce a list / record of persons who may have been exposed to the risk / potential release of asbestos fibres; giving details of: name, job title, time of incident, location of person during incident, amount of time exposed.
- All persons affected by the incident are to be briefed by the Asbestos Coordinator / Asbestos Consultant on any potential exposure issues, and advised on any necessary follow up action that may need to take place.
- The Asbestos Working Group will advise if the incident is reportable under RIDDOR.

8.5 Emergency procedure in the event of a fire to any premises owned by Linc

In the event of a building fire, where ACMs have been identified within the Asbestos Register; the Fire Service should be warned that the Building contains ACMs, and give more specific details if required.

Where the Asbestos Survey / Register data is not available; the Fire Service are to assume that the building does contain asbestos.

8.6 Emergency Procedure Flow Chart



1. Trigger for Emergency Action

The discovery of damage of suspected or known ACMs or where accidental damage has been caused in the course of a work activity

2. Take control

The senior Site Manager will take control of the situation. Work must cease immediately. No effort should be made to clean up.

3. Notify Asbestos Co-ordinator

The Site Manager should immediately notify the Asbestos Co-ordinator.

4. Evacuate area record details

The Site Manager should arrange to clear the immediate area of all staff and contractors, taking names and contact details. Staff and contractors who have been exposed to asbestos fibres should be held in a designated area in order to allow an assessment of potential contamination.

5. Assess the situation

The designated asbestos consultant will access the area in appropriate PPE/RPE and assess the situation. Where the Asbestos Co-ordinator is unable to confirm or dismiss the presence of asbestos, samples will be taken for analysis;

The material shall be presumed to be asbestos and the area will be adequately sealed until such time as results to the contrary have been received. Air tests will be run.

6. Instigate Remedial action

If ACMs are confirmed the Asbestos Co-ordinator will instigate remedial action in accordance with this AMP;

7. Investigate and report

The Asbestos Co-ordinator will investigate the matter with the Health and Safety Manager. The report will include recommendations on whether the incident should be classed as a 'dangerous occurrence'. If this is the case it will be notified to the Health and safety Executive under the Reporting of Injuries, Disease and Dangerous Occurrences Regulations (RIDDOR) 1995;

9 Review & Monitoring

9.1 Review

The Association will review the AMP at regular intervals in order to ensure that the Plan remains relevant and effective. The review will be undertaken by the Asbestos Coordinator in consultation with the Appointed Asbestos Consultancy. The review is to assess the effectiveness of the AMP in the following key areas:

- Organisational Responsibilities;
- Identification and recording of asbestos containing materials;
- Assessing and managing risk;
- Communication;
- Risk assessment and method statements;
- Information, instruction and training.

The review will be carried out annually or sooner if in response to:

- A significant incident involving an uncontrolled release of asbestos fibres;
- A change in the Control of Asbestos Regulations;
- If the AMP is no longer considered adequate.

9.2 Monitoring

The Asbestos Coordinator will periodically audit compliance with this AMP across the whole organisation. The audit programme will be agreed on an annual basis but will be flexible in order to react to areas of concern as they arise.

APPENDIX A

NOMINATED RESPONSIBLE PERSON

Responsible organisation:

Linc-Cymru Housing Association
387 Newport Road
Cardiff
CF24 1GG

The person to whom the statutory duty falls is:
Chief Executive

Any issues with this Asbestos Management Plan or relevant policies and procedures are to be directed to:

Appointed Person (asbestos):

Head of Asset Management
Name
Telephone number

Asbestos Coordinators (asbestos):

Max Birbraer
Telephone number

Appendix 08

Property Schedule

FA - Fire Alarm
EL - Emergency Lighting

EXT - Fire Extinguishers
RFS - Residential Fire Sprinklers

Damp - Fire Dampers
DR - Dry Risers

AOV - Smoke Vents

SUPP - Suppression System
MON - Monitoring

Scheme	Address 1	Address 2	County	Postcode	Tel. Number	Property Code													Monitoring Account Number	Completed	FA	Equipment Fitted							
							Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec				EL	AOV	DR	DAMP	SUPP	RFS	EXT	Mon
16 United Way	16 United Way		Tredegar	NP22 3HZ		UNIT016			FA			FA			FA			FA			✓	✓						✓	
280 Wynclyffe Gardens	Pentwyn		Cardiff	CF23 7FE		WYNCL280	FA			FA			FA			FA					✓								
281 Wynclyffe Gardens	Pentwyn		Cardiff	CF23 7FE		WYNCL281	FA			FA			FA			FA					✓								
Aberavon Court	Aberavon		Port Talbot	SA12 6UJ		ABERA000	FA EL1			FA			FA EL3		EXT	FA					✓	✓						✓	
Albert Street	3 Albert Street		Newport	NP20 2PD		ALBERA003&4			FA EL3			FA			FA EL1 EXT			FA			✓	✓						✓	
Barrack Lane(St Davids)	Barrack Lane	St Davids	Cardiff	CF10 2FR		BARR000	FA		FA EL1 DR RFS			FA AOV			FA EL3 DR RFS			FA AOV			✓	✓	✓	✓			✓		
Bill Harry Court	Bill Harry Court		Tredegar	NP22 4BA		BILLH000			FA EL1			FA			FA EL3 EXT			FA			✓	✓						✓	
Bronte House	Newport Road		Cardiff	CF24 1DJ		BRONT000			FA EL3 DR RFS			FA AOV	MON		FA EL1 DR RFS			FA AOV	056099		✓	✓	✓	✓			✓	✓	✓
Bryn Pinwydden	106/107 Bryn Pinwydden	Pentwyn	Cardiff	CF23 7DG		BRYNP106		FA EL1			FA			FA EL3	EXT		FA				✓	✓						✓	
Brynawelon Road	24 Brynawelon Road	Cyncoed	Cardiff	CF23 6QR		BRYN024			FA			FA EL3			FA EXT			FA EL1			✓	✓						✓	
Capel Court	Capel Crescent	Pill	Newport	NP20 2FG		CAPEC000		FA EL1	DR		FA AOV			FA EL3	DR EXT RFS		FA AOV				✓	✓	✓	✓			✓	✓	
Capel Grange	Capel Crescent	Pill	Newport	NP20 2FG		CAPEG000			FA RFS			FA EL3	MON		FA EXT RFS			FA EL1	054953		✓	✓					✓	✓	✓
Celyn Avenue	45 Celyn Avenue		Caerphilly	CF83 3FL		CELYN045	FA EL1			FA			FA EL3		EXT	FA					✓	✓						✓	
Church Place	1 Church Place	Blaengarw	Pontycymmer	CF32 8LB		CHUR001	FA			FA			FA			FA					✓								
Claude Place	7 Claude Place	Roath	Cardiff	CF24 3QF		CLAU007	FA			FA			FA			FA					✓								
Claude Place	9 Claude Place	Roath	Cardiff	CF24 3QF		CLAU009	FA EL1			FA			FA EL3			FA					✓	✓						✓	
Clive Street	28 Clive Street	Grange town	Cardiff	CF11 7JB		CLIV028		FA EL1			FA			FA EL3	EXT		FA				✓	✓						✓	
Clos Tir Y Pwll	6 Clos Tir Y Pwll	Pantside	Newbridge	NP11 5GE		CLOST006			FA			FA EL3			FA EXT			FA EL1			✓	✓						✓	
Clos Y Hebog	2 Clos Y Hebog	Thornhill	Cardiff	CF14 9JL		CLOS002			FA			FA EL3			FA EXT			FA EL1			✓	✓						✓	
Connaught Road	110 Connaught Road	Roath	Cardiff	CF24 3PY		CONN110			FA			FA EL1			FA EXT			FA EL3			✓	✓						✓	

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Connaught Road	119 Connaught Road	Roath	Cardiff	CF24 3PY		CONN119			FA			FA EL1			FA EXT			FA EL3				✓	✓						✓	
Cwrt Alexandra	Alexandra Road		Abertillery	NP3 2LW		CWRTA000		FA EL1			FA			FA EL3			FA					✓	✓							
Cwrt Gwalla	Penllwyngwent		Ogmorevale	CF32 7AJ		CWRTW000	FA EL1			FA			FA EL3		EXT	FA						✓	✓						✓	
Cwrt Pen Y Bryn	Pen y Bryn Way	Gabalfa	Cardiff	CF14 3LE		CWRTY000		FA EL1			FA AOV			FA EL3			FA AOV					✓	✓	✓						
Cwrt Pentre Bach	18 Cwrt Pentre Bach	Velindre Drive	St Melons	CF3 0LY		CWRTP018	FA EL1			FA			FA EL3			FA						✓	✓						✓	
Cypress Crescent	30-35 Cypress Crescent	St Mellons	Cardiff	CF3 2WL		CYPR000					AOV						AOV							✓						
Danygraig Baglan	Penttŷfa	Baglan Road	Port Talbot	SA12 8DX		DANG000		E1						E3									✓							
Dispenser Street	12 Dispenser Street	Riverside	Cardiff	CF11 6AG		DESP012		FA EL3			FA			FA EL1	EXT		FA					✓	✓						✓	
Doe Close	55-57	Penylan	Cardiff	CF23 9HJ									Initial Vist																	
Doe Close	73-75	Penylan	Cardiff	CF23 9HJ									Initial Vist																	
Dorchester Avenue	32 Dorchester Avenue	Penylan	Cardiff	CF3 7BR		DORC032		FA EL3			FA			FA EL1	EXT		FA					✓	✓						✓	
Dyfrig Road	31 Dyfrig Road	Ely	Cardiff	CF5 5AD		DYFR031			FA			FA			FA EXT			FA				✓							✓	
Dyfrig Road	40 Dyfrig Road	Ely	Cardiff	CF5 5AD		DYFR040			FA			FA EL3			FA EXT			FA EL1				✓	✓						✓	
Eveswell Park Road	3 Eveswell Park Road		Newport	NP19 8GS		EVESW003		FA EL1			FA			FA EL3			FA					✓	✓						✓	
Glyn Anwen	Gainsborough Drive		Newport	NP19 7NW		GLANA000	FA EL1		RFS	FA			FA EL3		RFS EXT	FA						✓	✓						✓	✓
Glyn Cynffig Hostel	School Road	Kenfig Hill	Bridgend	CF33 6DT		GLANC000			FA			FA EL1			FA EXT			FA EL3				✓	✓						✓	
Heol Ty Fynnon	1 Heol Ty Fynnon	Pontprennau	Cardiff	CF23 8QB		HEOL001			FA			FA EL3			FA			FA EL1				✓	✓						✓	
Holly Court	1 Holly Court	Pentwyn	Cardiff			HOLLC001		FA			FA			FA	EXT		FA					✓							✓	
Jasmine Drive	19 Jasmine Drive	St Mellons	Cardiff	CF3 0JD		JASM019			FA EL3			FA			FA EL1 EXT			FA				✓	✓						✓	
Jubilee Way	50 Jubilee Way	Rogerstone	Newport	NP10 9YJ		JUBI050			FA EL3 AOV			FA			FA EL1 AOV			FA				✓	✓	✓						
Jubilee Way	64 Jubilee Way	Rogerstone	Newport	NP10 9YJ		JUBI064			FA EL3 AOV			FA			FA EL1 AOV			FA				✓	✓	✓						
Kings Road	125 Kings Road	Canton	Cardiff	CF11 9DE		KING125	FA EL3			FA			FA EL1			FA						✓	✓							

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Scholars Court	Durham Road		Newport	NP19 7HU				FA			FA EL1 AOV RFS			FA			FA EL3 AOV EXT BEC			✓	✓	✓					✓	✓	
Sherwood Street	33 Sherwood Street	Llwynypia	Rhondda	CF40 2TF		SHERW033	FA EL1		FA			FA EL3		EXT	FA					✓	✓							✓	
St Andrew's Place	Coporation Road	Somerton	Newport	NP19 0RH		STANP000		FA EL1		FA			FA EL3			FA				✓	✓								
Taff Embankment	24 Taff Embankment	Grange town	Cardiff	CF11 7BE		TAFF024		FA			FA EL3			FA EXT			FA EL1			✓	✓							✓	
Taff Embankment	26 Taff Embankment	Grange town	Cardiff	CF11 7BE		TAFF026		FA			FA EL3			FA EXT			FA EL1			✓	✓							✓	
Trem Y Castell		Coity	Bridgend	CF35 6FZ		TREMY000		FA EL1 AOV			FA			FA EL3 AOV			FA			✓	✓	✓							
Ty Canol Court	Ty Canol Court	Fairwater	Cwmbran	NP44 4EJ		TYCAN000		FA EL1		FA			FA EL3	EXT		FA				✓	✓							✓	
Ty Coch	105-107 Station Road	Llanishen	Cardiff			TYCOC010		FA			FA EL3	MON		FA EXT			FA EL1			✓	✓							✓	✓
Ty Llwynderw	Bridgend Road		Maesteg	CF34 0OAX			FA	FA EL3 AOV	DAMP SUPP	RFS - DON'T DO				FA EL1 AOV EXT	SUPP	RFS - DON'T DO			Linc instructed not to do RFS in Dec 2019	✓	✓	✓		✓	✓	✓			
Ty Scott	Ty Scott	Earl Street	Tredegar	NP22 3QR		TYSCO000		FA EL1			FA			FA EL3 EXT			FA			✓	✓							✓	
Ty Ynysawdre	Heol Yr Ysgol	Tondu	Bridgend	CF32 9EG		TYYNV000	FA	FA EL3 AOV	DAMP SUPP	RFS - DON'T DO				FA EL1 AOV EXT	SUPP	RFS - DON'T DO			Linc instructed not to do RFS in Dec 2019	✓	✓	✓		✓	✓	✓			
Tyn Y Waun Court	6 Tyn Y Waun Court	Li	Bridgend	CF32 8RY		TYNY006		FA EL1		FA			FA EL3	EXT		FA				✓	✓							✓	
Unit 1 Barrack Lane	Barrack Lane	St Davids	Cardiff	CF10 2FR		BARR001		FA EL1			FA			FA EL3			FA			✓	✓								
Unit 2 Barrack Lane	Barrack Lane	St Davids	Cardiff	CF10 2FR		BARR002		FA EL1			FA			FA EL3			FA			✓	✓								
Unit 3 Barrack Lane	Barrack Lane	St Davids	Cardiff	CF10 2FR		BARR003		FA EL1			FA			FA EL3			FA			✓	✓								
Unit 4 Barrack Lane	Barrack Lane	St Davids	Cardiff	CF10 2FR		BARR004		FA EL1			FA			FA EL3			FA			✓	✓								
Unit 5 Barrack Lane	Barrack Lane	St Davids	Cardiff	CF10 2FR		BARR005		FA EL1			FA			FA EL3			FA			✓	✓								
Unit 6 Barrack Lane	Barrack Lane	St Davids	Cardiff	CF10 2FR		BARR006		FA EL1			FA			FA EL3			FA			✓	✓								
Unit 7 Barrack Lane	Barrack Lane	St Davids	Cardiff	CF10 2FR		BARR007		FA EL1			FA			FA EL3			FA			✓	✓								
Unit 8 Barrack Lane	Barrack Lane	St Davids	Cardiff	CF10 2FR		BARR008		FA EL1			FA			FA EL3			FA			✓	✓								
Unit 9 Barrack Lane	Barrack Lane	St Davids	Cardiff	CF10 2FR		BARR009		FA EL1			FA			FA EL3			FA			✓	✓								
Waterloo Road	31 Waterloo Road		Newport	NP20 4FP		WATE031	FA EL1			FA			FA EL3	EXT		FA				✓	✓							✓	

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[illegible]

Appendix 09



[Supplier Name]
[Supplier Address]

[DATE]

Data Processing Agreement - Linc-Cymru Housing Association Limited

PARTIES:

- (1) XYZ LIMITED trading as ABC of 1 High Street, Anytown AA1 1AA ("the processor");
and
- (2) LINC-CYMRU HOUSING ASSOCIATION LIMITED Registered Number IP25555R of
387 Newport Road, Cardiff CF24 1GG ("the controller").

AGREED TERMS:

All terms are defined in Article 4 of the European Union Regulation 2016/679 (General Data Protection Regulation), in addition to the following terms.	
Agreement	This Data Processing Agreement.
EEA	European Economic Area
EU	European Union
Relevant Legislation	Until the EU Regulation 2016/679 of the European Parliament and of the Council (General Data Protection Regulation (GDPR)) is no longer directly applicable in the UK, the Data Protection Act 2018 (DPA) and any other national implementing laws, regulations and secondary legislation, as amended from time to time, in the UK and then any successor legislation to the GDPR or the DPA and the Privacy and Electronic Communications (EC Directive) Regulations 2003.
Sub-processor	Any person appointed by or on behalf of the processor to process personal data on behalf of the controller in connection with this Agreement.
Supervisory authority	Information Commissioner's Office (ICO) or any successor supervisory authority as per GDPR Article 51.
Transfer of Personal Data	Transfer of personal data from the controller to the processor; or an onward transfer of personal data from the processor to a Sub-processor, as per GDPR Article 44 (General principle for transfers)

IT IS AGREED AS FOLLOWS:

Definitions and Interpretation

Unless otherwise defined herein, capitalized terms and expressions used in this Agreement "Services" means the *include the service provided and the duration of the processing, the nature and purpose of the processing, the type of personal (and sensitive) data and categories of data subject* services the controller provides.

The obligations of the processor under this Agreement:

1. Comply with GDPR Article 28 and DPA Section 59 for processors:
2. Remain registered with the supervisory authority for the duration of this agreement to allow the processor to hold and process personal information.
3. Ensure that the principles of the General Data Protection Regulation (GDPR) Article 5 (Principles relating to processing of personal data) and the Data Protection Act 2018 (DPA) Part 3 Chapter 2 (Principles) is met and the rights of data subjects GDPR Chapter 3 and DPA Part 3 Chapter 3 (Rights of the data subject) are protected by the processor.
4. Only act on the documented instructions of the controller – GDPR Article 29.
5. Ensure that the Relevant Legislation is complied with at all times, which may be subject to an administrative fine, an enforcement notice or required to pay compensation for any non-compliance – GDPR Article 82 Right to compensation and liability and Article 83 General conditions for imposing administrative fines.
6. Not to engage a sub-processor without prior specific or general written authorisation of the controller. In the case of general written authorisation, the processor shall inform the controller of any intended changes concerning the addition or replacement of other processors, thereby giving the controller the opportunity to object to such changes. The processor shall have written contracts in place with any sub-processor – GDPR Article 28 (Processor) section 4.
7. Take appropriate measures to ensure the security of processing the data, such as encryption – GDPR Article 32 (Security of processing).
8. Not publish, disclose or divulge any of the Personal Data to any third party (including for the avoidance of doubt the data subject itself), unless directed to do so by letter or email by the Controller – GDPR Article 28 section 3b.
9. Provide subject access and allowing data subjects to exercise their rights under the Relevant Legislation - GDPR Article 15 Right of access by the data subject and DPA (Section 94).
10. Provide data on deceased persons when requested by the controller under the Access to Health Records Act 1990.
11. Provide personal data when requested by the controller under a court order.
12. Assist the controller in meeting the Relevant Legislation in relation to the security of processing, the notification of personal data breaches to the controller, the supervisory authority (GDPR Article 33 Notification of a personal data breach to the supervisory authority) and data subject (GDPR Article 34 Communication of a personal data breach to the data subject), where appropriate, and data protection impact assessments (GDPR Article 35 Data protection impact assessments);
13. The Processor shall notify the controller without undue delay upon Processor becoming aware of a Personal Data Breach affecting the controller's data (GDPR Article 33 section 2). The Processor shall provide sufficient information to allow the controller to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Relevant Legislation



14. Submit to audits and inspections when required by the supervisory authority (GDPR Article 35 Powers), which may lead to financial penalties or enforcement notices by the supervisory authority.
15. Submit to audits and inspections when required either by the controller or its appointed auditors – GDPR Article 28 Processor section 3h.
16. Provide the controller with whatever information it needs to ensure that both the processor and the controller meets the Relevant Legislation obligations and tell the controller immediately if it is asked to do, something that infringes the Relevant Legislation or other data protection law of the EU or a member state – GDPR Article 28 (Processor) paragraph 3.
17. The Processor may not transfer or authorise the transfer of personal data to countries outside the EEA without the prior written consent of the controller. If personal data is processed under this Agreement is transferred from a country within the EEA to a country outside the EEA, the processor and controller shall ensure that the personal data is adequately protected. To achieve this, the processor shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.
18. Delete or return all personal data to the controller, as requested at the end of this agreement.

The obligations of the controller under this Agreement:

1. Remain registered with the supervisory authority to allow it to hold and process personal information for the duration of this agreement. The controller's ICO Registration Number is Z6152868
2. Ensure that the processor meets the requirements of the Relevant Legislation and the rights of data subjects are protected.

The obligations of both the controller and the processor under this Agreement:

1. The controller and processor must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement confidential and must not use or disclose it without the prior written consent of the other Party except to the extent that:
 - (a) disclosure is required by law;
 - (b) the relevant information is already in the public domain.

Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Fees and costs

If the dispute relates to a data breach or the mis-handling of personal data generally, which is caused by the processor, all fees and court costs shall be incurred by the processor, plus any remedial action that is required and any compensation which is due to the data subject(s).

Jurisdiction



The controller and processor agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

Client Agreement

This is our standard client agreement upon which we intend to rely. For your own benefit and protection, you should read these obligations carefully before agreeing to them. If you do not understand any point please ask for further information.

IN WITNESS whereof, this Agreement is entered into by both Parties.		
Executed on behalf of (full trading name)	XYZ LIMITED trading as ABC (the processor)	
Full Name (print)	Name	
Authorised Signature	Signature	Date: 01/01/2020
Position	Role within firm	
Executed on behalf of	Linc-Cymru Housing Association Limited (the controller)	
Full Name		
Signature		Date:
Position		

Appendix 10

Applied filters:Included (1) FIRE (Component)

Prop Ref	Prop Status	Item	Componen Subcomp		Date Of Work	Expiry Date	Cert Status
TYSO000		CERT	FIRE	EQUIP	11/09/2019	11/09/2020	Expired
WATE031		CERT	FIRE	EQUIP	26/09/2019	26/09/2020	Expired
MAESF000		CERT	FIRE	EQUIP	01/04/2020	01/04/2021	Expired
MERV016	Live	CERT	FIRE	EQUIP	28/08/2020	28/08/2021	Expired
MADOC031	Live	CERT	FIRE	EQUIP	09/09/2020	09/09/2021	Expired
PENYL000	Live	CERT	FIRE	EQUIP	10/09/2020	10/09/2021	Expired
NEWPO387	Live	CERT	FIRE	EQUIP	14/09/2020	14/09/2021	Expired
CAPEG000	Live	CERT	FIRE	EQUIP	18/09/2020	18/09/2021	Expired
WILLO000	Live	CERT	FIRE	EQUIP	21/09/2020	21/09/2021	Expired
LLYSL000	Live	CERT	FIRE	EQUIP	23/09/2020	23/09/2021	Expired
BRYN024	Live	CERT	FIRE	EQUIP	24/09/2020	24/09/2021	Expired
BRYNP106	Live	CERT	FIRE	EQUIP	24/09/2020	24/09/2021	Expired
CWRTPO18	Live	CERT	FIRE	EQUIP	24/09/2020	24/09/2021	Expired
DORC032	Live	CERT	FIRE	EQUIP	24/09/2020	24/09/2021	Expired
DYFR031	Live	CERT	FIRE	EQUIP	24/09/2020	24/09/2021	Expired
JASM019	Live	CERT	FIRE	EQUIP	24/09/2020	24/09/2021	Expired
LLWY004	Live	CERT	FIRE	EQUIP	24/09/2020	24/09/2021	Expired
NINI049	Live	CERT	FIRE	EQUIP	24/09/2020	24/09/2021	Expired
TAFF024	Live	CERT	FIRE	EQUIP	24/09/2020	24/09/2021	Expired
TAFF026	Live	CERT	FIRE	EQUIP	24/09/2020	24/09/2021	Expired
SHERW033	Live	CERT	FIRE	EQUIP	25/09/2020	25/09/2021	Expired
CLOS002	Live	CERT	FIRE	EQUIP	28/09/2020	28/09/2021	In Date
GLYNA000	Live	CERT	FIRE	EQUIP	28/09/2020	28/09/2021	In Date
HOLLC001	Live	CERT	FIRE	EQUIP	28/09/2020	28/09/2021	In Date
NEWPO196	Live	CERT	FIRE	EQUIP	28/09/2020	28/09/2021	In Date
RHIWB028	Live	CERT	FIRE	EQUIP	28/09/2020	28/09/2021	In Date
UNIT016	Live	CERT	FIRE	EQUIP	29/09/2020	29/09/2021	In Date
CELYN045	Live	CERT	FIRE	EQUIP	30/09/2020	30/09/2021	In Date
CLOST006	Live	CERT	FIRE	EQUIP	30/09/2020	30/09/2021	In Date
DESP012	Live	CERT	FIRE	EQUIP	30/09/2020	30/09/2021	In Date
HEOL001	Live	CERT	FIRE	EQUIP	30/09/2020	30/09/2021	In Date
TYLLW00A	Live	CERT	FIRE	EQUIP	01/10/2020	01/10/2021	In Date
TYCAN000	Live	CERT	FIRE	EQUIP	02/10/2020	02/10/2021	In Date
LONGB000	Live	CERT	FIRE	EQUIP	06/10/2020	06/10/2021	In Date
LLYSY000	Live	CERT	FIRE	EQUIP	13/10/2020	13/10/2021	In Date
CLAU009G	Live	CERT	FIRE	EQUIP	17/11/2020	17/11/2021	In Date
CLIV028	Live	CERT	FIRE	EQUIP	17/11/2020	17/11/2021	In Date
CONN110	Live	CERT	FIRE	EQUIP	17/11/2020	17/11/2021	In Date
CONN119	Live	CERT	FIRE	EQUIP	17/11/2020	17/11/2021	In Date
MILL001	Live	CERT	FIRE	EQUIP	17/11/2020	17/11/2021	In Date
DYFR040	Live	CERT	FIRE	EQUIP	18/11/2020	18/11/2021	In Date
PLASB000	Live	CERT	FIRE	EQUIP	07/09/2021	07/09/2022	In Date
LLYSE000	Live	CERT	FIRE	EQUIP	08/09/2021	08/09/2022	In Date
ABERA000	Live	CERT	FIRE	EQUIP	13/09/2021	13/09/2022	In Date
PENT031A	Live	CERT	FIRE	EQUIP	13/09/2021	13/09/2022	In Date
CWRTW000	Live	CERT	FIRE	EQUIP	14/09/2021	14/09/2022	In Date
TYNY006	Live	CERT	FIRE	EQUIP	14/09/2021	14/09/2022	In Date
TYYNS000	Live	CERT	FIRE	EQUIP	14/09/2021	14/09/2022	In Date
ALBER003	Live	CERT	FIRE	EQUIP	16/09/2021	16/09/2022	In Date
CAPEC000	Live	CERT	FIRE	EQUIP	16/09/2021	16/09/2022	In Date
WELLW000	Live	CERT	FIRE	EQUIP	16/09/2021	16/09/2022	In Date
LYSAG001	Live	CERT	FIRE	EQUIP	17/09/2021	17/09/2022	In Date
TYCOC000	Live	CERT	FIRE	EQUIP	20/09/2021	20/09/2022	In Date